

LABOR MANAGEMENT RELATIONS AGREEMENT

between

*The Adjutant General of Pennsylvania
Pennsylvania National Guard
and the
Pennsylvania State Council
Association of Civilian Technicians, Inc.*



18 October 2016



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Article 1

General Provisions

Section 1.1 -- Preamble:

This multi-unit Labor Management Relations Agreement (LMRA) is entered into under the provisions of Chapter 71, Title 5, United States Code, (hereinafter will be referred to as The Statute/Public Law throughout the LMRA), by and between The Adjutant General of Pennsylvania, hereinafter referred to as "The Employer," and the Pennsylvania State Council, Association of Civilian Technicians, Inc., hereinafter referred to as "The Association."

Section 1.2 -- Coverage:

A. It is hereby certified that The Association has been designated and selected by a majority of the bargaining unit technicians of the Pennsylvania Army & Air National Guard as their representative for purposes of exclusive recognition, and that pursuant to The Statute/Public Law, the said organization is the exclusive representative of all the technicians in such unit:

INCLUDED: All Pennsylvania Army and Air National Guard wage grade and general schedule technicians employed in the State of Pennsylvania, except those excluded below.

EXCLUDED: All managerial, supervisory, confidential, and professional technicians, who meet the criteria of The Statute/Public Law.

B. This agreement is applicable to all bargaining unit technicians in the Pennsylvania Army and Air National Guard.

C. It is agreed that for the purpose of this agreement, reference to the word "technician" is intended to include both men and women, dual status technician and non-dual status technician, unless otherwise specifically addressed therein.

D. The Adjutant General of Pennsylvania, a State appointed official, enters into this agreement under the provisions of Public Law 90-486, which provides the statutory function of employing and administering technicians as Federal employees. This agreement is solely for the purpose defined in Section 1.3 below and in no way encumbers or places any liability on the Commonwealth of Pennsylvania.

Section 1.3 -- Purpose of this Agreement:

A. This agreement sets forth the respective roles and responsibilities of the parties; procedures and methods that govern the working relationships between the parties; and indicates the nature of the subject matter of equal mutual concern. The Employer

and The Association agree that the parties have had a full and fair opportunity to bargain on all aspects of all the topics contained in this agreement and that this contract represents the parties' full, final, and complete agreement on all aspects of the topics included in the agreement for the life of the contract. The purpose of the parties in entering into this agreement is to, but not limited to:

- (1) Insure technician participation in the formulation of personnel policy and procedures through appropriate bargaining by The Association.
- (2) Provide for the highest degree of efficiency and mutual responsibility from both parties in accomplishing the mission of The Agency.
- (3) Promote systematic labor - management cooperation, through a cooperative spirit to improve productivity and cost savings, streamline operations, and encourage employee empowerment.
- (4) Facilitate the resolution of grievances and disputes to a fair and equitable solution at the lowest level possible.
- (5) Establish the procedures and methods that will hereinafter govern the working relationship between the parties.
- (6) Express the full agreement of all parties, govern those areas covered in this contract, and bind the parties by the terms of this agreement.
- (7) Maintain an appropriately bargained work place violence policy that ensures protection of all employees.
- (8) The Association agrees to support The Employer in its effort to eliminate waste, combat absenteeism, conserve materials and supplies, prevent accidents, and foster good will and mutual cooperation.
- (9) This agreement is entered into in a spirit of cooperation. The articles are therefore agreed to with the intent of making the Pennsylvania Army and Air National Guard work better and cost less with improved productivity and sustain high morale as primary goals.

Section 1.4 -- Laws and Regulations:

A. It is agreed that in the administration of all matters covered by this agreement, officials and technicians are governed by existing or future laws and regulations of appropriate authority, including the Code of Federal Regulations (CFR); by published agency policies and regulations in existence at the time the agreement was approved, as appropriately bargained and by subsequently published government wide policies and regulations, or authorized by the terms of a controlling agreement at a higher level.

B. Management officials of The Employer retain all rights, in accordance with The Statute (Management rights 7106)/Public Law –

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

(2) In accordance with applicable laws and regulations –

a. To assign work and direct technicians of The Employer; and to make determinations with respect to contracting out.

b. To hire, promote, transfer, assign, and retain technicians in positions.

c. To suspend, demote, discharge, or take disciplinary action against technicians for just cause.

d. To relieve technicians from duties because of lack of work or for other legitimate reasons.

e. To maintain the efficiency of government operations entrusted to them.

f. To determine the methods, means, and personnel by which such operations are to be conducted.

g. To take whatever actions may be necessary to carry out the mission of The Employer during emergencies.

C. Wherever language in this agreement refers to specific supervisors or management officials to perform specific duties, it is intended to imply that “The Employer will” insure the performance of that specific task. The negotiated grievance procedures will be administered as written and agreed to within this agreement.

Section 1.5 -- Matters Appropriate for Consultation and Negotiation:

All matters appropriate for appropriate bargaining will be addressed at the State or local level, in accordance with Statute/Public Law or regulation and the representative(s) will be on official time.

Section 1.6 -- Meetings at the Local Level:

It is agreed that the local commander, senior supervisor, or a representative will meet with the Association on a monthly basis or at times mutually agreed to with the local chief steward or Association representatives to confer and attempt to resolve appropriate matters.

Section 1.7 -- Meetings with the Employer:

Representative(s) of The Employer and The Association shall meet at the request of either party and consult, confer or appropriately bargain in good faith with respect to personnel policies and practices and matters affecting working conditions so far as may be appropriate under applicable laws and regulations. This includes policies set forth in the Code of Federal Regulations and published agency policies and regulations.

Section 1.8 -- Rights of Technicians:

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

B. Except as otherwise expressly provided in The Statute/Public Law, the right to assist The Association extends to participation in the management of The Association and to act in the capacity of an Association representative. This includes the 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 assure that technicians are apprised of their rights, under The Statute/Public Law, and that no interference, restraint, coercion, or discrimination is practiced, to encourage or discourage membership in The Association. This agreement does not preclude any technician in the bargaining unit, regardless of Association membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations or policy or from having an Association representative in a grievance or appeal action.

D. The Employer agrees that, as part of the orientation, all new technicians appointed to a position in the bargaining unit shall be given a copy of the current LMRA and informed of The Association's exclusive status. The Association will be placed on the activity's in-processing form and returned to the activity. The supervisor will inform the employee of the name, telephone number, and location of their shop steward. The immediate supervisor shall notify the appropriate union representative of a new employee in a timely manner.

E. The Employer agrees to afford newly appointed technicians and the shop steward time to meet for the purpose of orientation on the LMRA. This time shall be subject to the supervisor's schedule. Solicitation of membership is prohibited during this orientation meeting.

F. 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 technician's well being and to the efficient administration of the Pennsylvania Army and Air National Guard.

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

H. The Employer understands that certain circumstances associated with temporary duty assignment away from normal duty station may cause undue personal hardships with technicians involved in that assignment; therefore, technicians unduly affected will be reconsidered as to their temporary duty assignment. A technician, upon request, may be released from a temporary duty assignment if a qualified replacement is available and willing to work.

NOTE: This provision does not apply to deployments and applies only to temporary duty assignments (TDY).

I. Whenever possible, The Employer agrees to schedule and arrange for travel of technicians to occur within each technician's standard workday.

Section 1.9 -- Joint Responsibilities:

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

B. Orientation.

(1) Within 90 days after ratification by all parties to the agreement, or if circumstances require, at a mutually agreed upon time, but no instance later than 120 days, this agreement will be printed and distributed to all bargaining unit members. Additional copies will be accessible via the HRO website. LMRA combined briefings will be scheduled for all technician supervisors and union officials.

(2) The Air National Guard technician supervisors and shop stewards (less technicians at Fort Indiantown Gap) shall meet at mutually agreed upon location.

(3) At a minimum, briefings for Army National Guard supervisors and shop stewards shall be at mutually agreed upon locations in the Philadelphia, Scranton,

Fort Indiantown Gap (to include Air National Guard supervisors and shop stewards), Johnstown and Pittsburgh areas.

(4) At least one but no more than two members from each negotiating team will be present at all orientation sessions in order to assist in the presentation or clarification of terms of this agreement.

(5) All participants in the orientation sessions will attend in a duty status or official time as appropriate.

(6) After completion of appropriate bargaining The Employer will publish administrative instructions relative to the orientation sessions.

(7) Travel and Per Diem will be paid by The Employer for all negotiation team members participating in the LMRA orientation.

C. Identification of facts. The Employer and The Association 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, IAW applicable laws, government-wide rules and regulations.

Section 1.10 -- 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 Association will be furnished 75 bound copies of this agreement and The Employer will provide all necessary copies required for third party proceedings.

B. The Employer will maintain organizational charts in each major work area which will show all technician positions. Charts will be updated on an as needed basis.

C. The Employer agrees to furnish to The Association, for its internal use only, a manning document of all positions as well as the names, grades, and titles of technicians in those positions.

D. The Employer agrees to notify The Association prior to implementation of any changes in personnel policies, practices, and matters affecting working conditions.

E. The Employer agrees, wherever possible, to furnish each technician with a personal locker.

F. The Employer agrees to furnish to The Association a copy of its monthly gains and loss report.

G. The Employer agrees to ensure all bargaining unit employees' USERRA Rights are posted in all work locations.

H. The Employer agrees that all supervisors of technicians will be trained within 180 days of their hire or upon the next available course. Basic Supervisor training will be conducted twice a year. Supervisors will receive Refresher training as needed.

Section 1.11 -- Association Obligations:

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

Section 1.12 -- Rights of the Association:

A. A representative of The Association shall be given the opportunity (in accordance with The Statute) to be present during any formal discussion of personnel management policies between management and a technician or technicians represented by The Association.

B. Association representatives shall be excused from duty without loss of pay or charge to leave to receive information, or orientation relating to matters of mutual concern to The Employer and The Association. 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. A technician who is elected or appointed to serve full time as a national or state representative or officer with The Association 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 and with the approval of The Employer. The technician's rights and privileges will be protected under the provisions of applicable laws and regulations.

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

Section 1.13 -- Appropriate Bargaining:

In accordance with The Statute/Public Law, The Association will be afforded its right to appropriately bargain and make appropriate arrangements, on conditions of employment, to include both personnel policies and practices and matters affecting working conditions at the state or local level. Matters that significantly affect more than one work area will be conducted at the state level.

**PENNSYLVANIA NATIONAL GUARD
TECHNICIAN UNIT ORIENTATION PROGRAM
CHECKLIST**

TECHNICIAN NAME: _____
DIRECTORATE/WING: _____ DATE OF HIRE: _____
POSITION TITLE: _____
SPONSOR'S NAME: _____(PRINT)
FIRST LINE SUPERVISOR: _____(PRINT)

The following areas have been explained to the new technician as indicated:

1. _____ Attendance/Hours of Work (HRO Form 115/Work Schedule Change)
2. _____ Uniform Requirements
3. _____ Military Grade and Compatible Military Occupation Codes
4. _____ Leave Policy (TPR 630)
 - a. Accrual and Use of Sick and Annual Leave
 - b. Military Leave
5. _____ Physical Fitness Policy
6. _____ Discipline/Adverse Actions
7. _____ Performance Appraisal Application/MyBiz
 - a. Performance Plan
 - b. Self Assessments
 - c. Interim Review/Annual Appraisal
8. _____ DTS Authorizations and Travel Vouchers
9. _____ Mission Statement
10. _____ Full Time Support Personnel Chain of Command
11. _____ Facility and Equipment Security
12. _____ Responsibilities if injured on the job (OWCP - ECOMP)
13. _____ Resolution of Pay Issues
14. _____ Standards of Conduct
15. _____ Political Activity (Hatch Act)
16. _____ Career Planning
17. _____ Labor Organization (ACT) New Employee Introduced to Shop Steward
18. _____ New Employee Safety Briefing
19. _____ Required Documents to HRO Orientation (DD 214, two forms of ID, Direct Deposit information)
20. _____ Employee Benefit Information System (EBIS)
21. _____ Initial Ethics Orientation – Within 90 days the employee must be provided one hour of duty time to review the Ethics Guide:
Army: https://ngpapk2.ng.ds.army.mil/sites/ARNG_Staff2/SJA/default.aspx
Air: Wing bulletin board on Sharepoint

SUPERVISOR'S SIGNATURE/DATE

TECHNICIAN'S SIGNATURE/DATE

NOTE: Copy of this form will be forwarded to HRO-ED within 30 days of initial or re-employment appointment to the Technician Program.

Article 2

Workweek and Hours of Work

Section 2.1 -- Basic Workweek:

A. The basic workweek is designated as Monday through Friday, 0800 to 1630 hours, with one-half hour for lunch. The employer agrees to consider the use of the 9/5/4 form of Alternate Work Schedule (AWS) when consistent with mission and organizational needs. The parties acknowledge The Adjutant General's right to establish tours of duty (hours of duty) provided for in Public Law 90-486, as codified in section 709 Title 32 USC. However, in all instances when deemed necessary, management reserves the right to schedule technicians in such a manner as 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 workweek will be kept to a number necessary to support the requirements of the work to be accomplished. Technicians required to work on schedules other than the basic workweek 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 workweek are subject to appropriate bargaining with the appropriate Association representative.

B. Supervisors will make a reasonable attempt to develop adjusted work schedules for individual technicians who have a conflict with schedules (family care, car pools, van pools, or public transportation). Such adjusted schedules must have the concurrence of the senior supervisor at the Air base installation or at the Army installation/facility.

C. Technicians who are required to work after 1800 hours and prior to 0600 hours are entitled to differential pay, which will be paid in accordance with DoD FMR Volume 8.

Section 2.2 -- Administrative Workweek and Hours of Work:

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

B. A basic workday 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 workdays. Shop stewards will be notified of all such changes prior to performance of the duty concerned, except in emergency situations then the senior shop steward will be notified as soon as possible.

Section 2.4 -- 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. All technicians within the affected areas will participate on an equal basis with due regard to their particular skills and voluntary assignments.

C. In those cases where use of a regular tour of duty would seriously handicap the performance of a function or the costs would be substantially increased, irregular tours may be established. The necessity for an irregular tour will be appropriately bargained with the association before explaining it to the technician affected. If possible, the technician's views should be obtained as to the exact tours to be established. In emergency situations the local commander or a senior supervisor, as defined in 5 USC, Chapter 71, 7103(a) (10) and occupies a full-time manning position, as indicated on the Army/Air Organizational Structure manning document, 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 IAW 5 CFR 610.121 as applicable.

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

Section 2.5 -- Cleanup Time:

The Employer will provide a reasonable amount of time consistent with the nature of work being performed. For employees engaged in work involving toxic or hazardous substances, clean up time will be given prior to the lunch period and at the end of the workday. In the same manner, a reasonable amount of time will be allowed for employees for the storage, clean up, protection of property, and accountability of equipment and tools prior to the end of the workday.

Section 2.6 -- Differential Pay:

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

Section 2.7 -- Overtime:

A. Technicians in the bargaining 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, such 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 in irregular or overtime work before or after scheduled work hours. It is further understood that when a technician is required by The Employer to report at a designated location at a specified time, prior or subsequent to regular shift hours, such time shall be considered compensable in accordance with existing regulations.

B. Overtime work will be kept to a minimum, consistent with good mission management, as determined by the senior supervisor present at the work location. A technician may be relieved from assigned overtime for a valid reason, provided another technician is available and capable of performing the overtime work. In normal situations, supervisors will notify technicians 72 hours in advance of all overtime assignments.

C. Any recall that caused any technician to return to work will be compensated for at the rate of no less than two hours.

D. In work areas where overtime has a high experience factor, the immediate supervisor will maintain an overtime roster to ensure that overtime is equally distributed among qualified personnel. This roster will be posted to indicate when and by whom this overtime was worked and will be kept current. If a technician requests excusal from an overtime assignment for reasons other than stated earlier, annual leave, military leave, holiday leave, at the time the supervisor may decide whether or not to assign overtime to the technician at that time, based on the skills of the employee and the mission required. If a technician is on approved sick leave, and a decision must be made for the overtime work required at that time, and the technician would not be available when the work is required to be performed, may not be considered as available for overtime work, but may retain standing on the overtime roster for the next scheduled overtime assignment.

E. The Employer agrees that any full-time technician within the bargaining unit, who is regularly (two (2) pay periods or more) required to work on a Sunday as part of the basic scheduled workweek, is entitled to pay at the rate of basic pay plus premium pay. Such premium pay will be at a rate as established by existing regulations for

each hour of Sunday work which is not overtime work for each regularly scheduled tour of duty which begins or ends on Sunday. Part-time technicians are not eligible for premium pay.

F. Time spent on standby duty or in an on-call status.

(1) A technician will be considered on duty, and time spent on standby duty shall be considered hours of work for which compensatory time shall be granted, if:

a. The technician is restricted to The Employer's premises, or so close there to that the technician cannot use the time effectively for the technician's own purpose; or

b. The technician, although not restricted to The Employer's premises, is restricted to private living quarters or designated post of duty with activities substantially limited, and is required to remain in a state of readiness to perform work.

(2) A technician will be considered off-duty, and time spent on-call status shall not be considered hours of work and compensatory time not granted, if:

a. The technician is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, but not in a state of readiness even though the technician is required to remain within a reasonable call-back radius; or

b. The technician is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another technician.

(3) If The Employer requires electronic devices, such as beepers or cellular phones, they will be provided by The Employer. If leaving a phone number or occasional callback is sufficient, that is accomplished via normal telephone service provided by technicians.

Section 2.8 -- 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 4 hours of continuous work.

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

B. Additional short periods during the daily tour will be permitted when such periods are beneficial 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 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 operational tempo or maintenance of quality or quantity of production.

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

Section 2.9 -- Lunch Periods:

A. Lunch periods, during which the technician is entirely free of duty in connection with the job, may not be considered duty time and must be scheduled outside the hours established for the daily tours of duty. When the regularly scheduled lunch period is interrupted by nonscheduled work, the employee will be granted compensatory time or an alternate lunch period. This will be the exception and not become routine.

B. Duty free lunch periods during periods of overtime work are not compensable time. Where three 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 the on-the-job lunch period is in effect, technicians must spend the time in proximity to their workstations 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.

Article 3

Attendance, Leave, and Official Time

Section 3.1 -- General:

It is agreed that attendance and leave policies for bargaining unit members shall be administered in accordance with this agreement and applicable laws 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 heat, water, power, normally no more than four (4) hours, administrative dismissals of technicians will be as directed by the senior supervisor, who will be designated by The Employer. Those designated supervisors, or if appropriate, their alternate(s), will have the authority to grant administrative leave, with pay, when conditions warrant. The designated supervisor will keep the senior Association representative at the work site advised of the actions taken or contemplated in response to the emergency. The senior Association representative and the senior supervisor of the activity will post a descending order of authority in January of each year. This information will be posted on both union and management bulletin boards.

B. Separate facility supervisors other than at Fort Indiantown Gap will develop local SOPs implementing The Employer's plan for administrative dismissal. Such SOPs will be subject to appropriate bargaining.

C. The Employer and The Association recognize that during the extreme nature of a state of emergency being declared by the Governor, a closure of state roadways being declared by the Governor which may encompass the whole state, or confined to a geographical area preventing employees from traveling to their assigned work location or to return to their residence, that The Employer will use prudence and discretion in allowing the use of administrative leave.

(1) All employees are to presume that their office or activity will be open each workday regardless of weather conditions.

(2) When a decision has been made that all or part of the installation or activity will be closed because of climatic or disaster conditions, The Employer will make reasonable attempts to notify affected employees through public communications media (i.e., by public mass media if during non-duty hours) and employees will be excused from duty without loss of pay or charge to leave for the period that the installation or part thereof is closed. However, an employee cannot be administratively excused from duty unless scheduled to be on duty during the excused period. If an employee is assigned to an uncommon tour of duty or a shift, which does not include the time period of excused absence, there is no entitlement to excusal.

(3) Annually, The Employer shall publicize written procedures for emergency situations that indicate the means of employee notification, reiterate early release and late arrival practices including policies for approving absences, and identify emergency employees who are expected to report for or remain at work in emergency situations IAW DoDI 1400.25-V610, dtd 6 April 2009.

D. When an activity is open and employees are expected to report to work on time, employees may be authorized to use annual leave, LWOP, or compensatory time earned or they may be excused for reasonable tardiness when they experience commuting delays.

E. When the activity is open but some employees might be prevented from reporting to work or returning home safely, an unscheduled leave policy may be instituted.

F. When an activity is closed, all affected non-emergency employees should be excused (placed on administrative leave) without loss of pay whether or not other leave was previously approved.

G. When an activity suspends operations after the start of the workday, as much as practical, non-emergency employees on duty at time of dismissal will be excused (administrative leave) without loss of pay, even if they were scheduled to take annual, sick or compensatory time off later in the day. When an employee leaves after receiving official word of the pending dismissal but before the time set for dismissal (with supervisory approval), annual, sick (if appropriate), compensatory time earned or LWOP will be charged as appropriate for the period remaining until the official departure (authorized dismissal time).

Section 3.3 -- Administrative Leave for Association Officials:

A. Association Officials attending training sessions pertaining to matters of mutual concern to both The Employer and The Association, which are sponsored by or in support of the FLRA, OPM, DoD, DOL, NGB or other, Governmental agencies will be authorized administrative leave and reasonable travel time under the following criteria:

(1) State Council officers not to exceed 6 - a maximum of 240 hours per year with no more than 40 hours per individual.

(2) Chapter presidents not to exceed 7 - a maximum of 189 hours per year with no more than 27 hours per individual.

B. Association Officials designated to attend Association sponsored training sessions or seminars pertaining to matters of mutual concern to the Employer and the Association will be authorized administrative leave and reasonable travel time under the following criteria:

(1) State Council officers - not to exceed 6 - a maximum of 216 hours per year with no more than 36 hours per individual.

(2) Chapter officers - not to exceed 4 per chapter - a maximum of 1008 hours per year with no more than 36 hours per individual.

(3) Shop stewards - not otherwise designated as chapter officers - a maximum of 27 hours per year, per individual.

C. State Council officers may be granted an additional 40 hours of administrative leave per year to attend labor-management conferences. Additional administrative leave for State Council Officers to attend other labor-management functions may be approved by the employer on a case by case basis. Officials to attend will be certified to The Employer by the State Council chairman.

D. Association Officials may be granted additional administrative leave for third party processing on a case by case basis by the HRO which will advise the supervisor of those personnel authorized to attend the scheduled events.

E. The Association understands that individuals will request administrative leave from their individual supervisor as far in advance of the need as known. Administrative leave will not be granted for purposes prohibited by of The Statute/Public Law. When administrative leave is requested, The Association will furnish the Human Resources Office (HRO) with an agenda of the activity for which the leave is requested and a roster of the personnel recommended attending. The HRO-LRS will advise the supervisor of those personnel authorized to attend the scheduled events.

F. The Employer and The Association agree that additional administrative leave with reasonable travel time may be granted for any association steward or officer when The Employer (HRO) and The Association (Pa State Council) mutually agree that it is in the best interest of both parties.

G. Time and attendance reports will reflect the proper code for administrative leave for events under this paragraph.

Section 3.4 -- Official Time for Association Officials and Representatives:

A. Association Officials will be granted official time, for periods when they would otherwise be in a duty status, to perform or participate in official union activities as provided for in this section in accordance with The Statute/Public Law.

B. Official time will be granted in accordance with The Statute/Public Law and applicable directives. Association representatives will coordinate with their immediate supervisors and obtain concurrence prior to leaving their assigned area. In determining whether to grant official time, the supervisor must consider the work load

requirements and the urgency of the request for official time. If the request is in reaction to a sensitive issue which requires an immediate response, the supervisor will make every effort to grant the request immediately, or as soon as possible. Official time activities include the following:

(1) Stewards and representatives conferring with employees or supervisors on grievances and other matters relating to conditions of employment. The recognized shop stewards at the locations they are authorized to represent, or in their absence duly appointed alternates, will be given a reasonable amount of official time to investigate, prepare, and present grievances, unfair labor practices, and other employment related complaints.

(2) Labor - management meetings will be held on a monthly basis or as mutually agreed to by the parties for the purpose of discussing the implementation of policies and procedures which affect working conditions.

(3) When appearing at third party hearing proceedings, Association representatives on official time shall not exceed the number of individuals representing The Employer for such purposes.

(4) A reasonable amount of time shall be given to appropriate Association representatives for the purpose of receiving information to include but is not limited to, interviewing witnesses, conducting investigations, preparing briefs, copying exhibits, and reviewing documents as well as clerical duties and orientation relating to matters of mutual concern.

(5) The State Council Chairman and the negotiation team for The Association will be given official time in accordance with the Memorandum of Understanding (MOU).

(6) Association Officials and stewards will be given official time to attend training sessions conducted by the Commonwealth of Pennsylvania pertaining to matters of mutual concern to The Association and The Employer.

(7) Association Officials shall be allowed a reasonable amount of time to change (to and from) the military uniform for those situations covered in Section 3.4C of this contract article.

(8) The State Council and Chapters' treasurer shall be granted official time to prepare financial reports required by federal agencies.

(9) The State Council and Chapters' secretary may be granted official time to expedite a grievance in coordination with the HRO Labor Relations Specialist.

C. All Official Time will be reported. OPM requires agencies to track and report the use of Official Time; not only how many hours of Official Time are being used, but how those hours are being used by recording the appropriate leave codes. The following four codes are the official codes to be used to report Official Time on the union official's time card:

(1) Timecard code "BA" – used to report official time by union officials negotiating the basic collective bargaining agreement.

(2) Timecard code "BB" – used to bargain over issues raised during the life of a term agreement.

(3) Timecard code "BK" – used to process grievances up to and including arbitrations, and to process appeals of bargaining unit employees to the various administrative agencies such as the FLRA and EEOC and, as necessary, to the courts.

(4) Timecard code "BD" – used for meetings between labor and management officials to discuss general conditions of employment; labor-management committee meetings; labor relations training for union representatives; and union participation in formal meetings, investigative interviews, and pre-decisional discussions.

NOTE: Supervisors are responsible for proper timecard coding.

(5) When engaged in representational role with health and safety inspectors by external entities.

(6) When engaged in appropriate bargaining with the HRO.

(7) Association Representative will be addressed by civilian titles when representing The Association, or in official status.

D. Association representatives will receive full travel and per diem allowances when travel to and from prearranged meetings called by The Employer or other management officials are scheduled outside The Association representative's normal duty area in accordance with Vol 2, JTR.

E. Association and management officials who are otherwise approved for overtime work and required to attend employer-scheduled meetings which exceed normal duty hours may earn compensatory time.

Section 3.5 -- Sick Leave:

A. Sick leave is available for use in the following circumstances: Absences which could not be planned and approved in advance must be reported to the technician's first-line supervisor or other designated person within one hour of regular reporting time, if at all possible.

(1) When it is established that a technician is incapacitated for the performance of 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, such 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.

(6) When possible, sick leave will be requested in advance for scheduled or routine appointments or examinations. Technicians will determine a reasonable amount of sick leave required and request said amount for approval.

(7) Use of sick leave will be administered in accordance with the current LMRA, NGB TPR 630, and applicable sections in 5 CFR 630.

B. 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. Medical certificates may be required under the following conditions:

(1) Employees whose absence exceeds three (3) consecutive days, or for a lesser period when The Employer determines there is a valid need, may be required to furnish a medical certification to justify their absence and will be documented on the Supervisor/Employee Brief.

C. If a technician sustains a traumatic job related injury while on duty in technician status, the individual may be placed in a continuation of pay status for 45 days. If the absence from duty continues beyond the allotted 45 days, the technician may use authorized leave, receive OWCP benefits if approved, or a combination of both.

D. Sick Leave to Care for a Family Member, Adoptions and Bereavement Purposes.

(1) Technicians may use a total of up to 13 days (104 hours) of sick leave each year to care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, medical, dental, and optical examinations or treatments. Technicians also may use a total of 12 weeks of unpaid leave referred to as Family Medical Leave Act (FMLA) as explain in paragraph (3). If a technician has already used 12 weeks of sick leave to care for a family member with a serious health condition, he or she cannot use an additional 13 days (104 hours) in the same leave for general family care purposes.

a. Definition of Family Member. "Family member" is defined as --

- i. Spouse, and parents thereof.
- ii. Children, including adopted, step or foster children, and spouses thereof.
- iii. Parents, and spouses thereof.
- iv. Brothers and sisters, and spouses thereof.
- v. Grandparents and grandchildren, and spouses thereof.
- vi. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

(2) Definition of Family Medical Leave Act. "FMLA" is defined as – Eligible Technicians are entitled to "job protected" unpaid leave, or to substitute appropriate paid leave if earned or accrued. This provision is for a 12 month period and is available for birth and care of a child; arrangements for adoption or foster care; the care of a family member as outlined in Section 3.5 D(1)a i, ii, iii with a serious health condition; or a serious health condition that make the technician unable to perform the essential function of his or her position. Additional eligibility also includes two types of military family leave referred to as "qualifying exigency leave" and "military caregiver leave." Requests for leave under FMLA must be submitted to the technician's supervisor with medical documentation not less than 30 days before the leave is to begin or as soon as practicable. Appropriate paid leave may be substituted for Leave Without Pay status.

(3) Use of sick leave for the above mentioned purpose will be approved and monitored by the first line supervisor. Supervisors may request appropriate supporting documentation to assess if the criteria stated above is met for the use of sick leave.

E. Serious Health Condition.

(1) The term “serious health condition” has the same meaning as used in OPM’s regulations administering the Family and Medical Leave Act of 1993 (FMLA). That definition includes such conditions as cancer, heart attacks, strokes, severe injuries, Alzheimer’s disease, pregnancy, and childbirth.

a. Physical incapacitation and recuperation. A portion of the 12 week absence may be granted to technicians who need to stop work at some point before their due date for their own health and that of their unborn child. A FMLA period may also be granted to women for the period of their incapacitation for delivery and recuperation. In determining the appropriate length of absence to grant, supervisors may require a copy of the physician’s instructions.

b. Infant care. New mothers may need additional time beyond their recuperation period to adjust to the new family member and develop a close relationship with the infant. New fathers also need additional time at home because of the added responsibilities and to build a relationship with the newborn. Supervisors may grant annual leave and a reasonable amount of leave without pay to meet these needs.

c. Adoption of children. Sick leave may be used for adoption related purposes including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

(2) The term “serious health condition” is not intended to cover short-term conditions for which treatment and recovery are very brief. The common cold, the flu, earaches, upset stomach, headaches, routine dental or orthodontia problems, etc., are not serious health conditions unless complications arise.

(3) Medical certification of a serious health condition is required.

F. Administration: Technicians may be advanced a maximum of 240 hours of sick leave to provide care for a family member with a serious health condition with the approval of their supervisor

Section 3.6 -- Excused Absences:

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

B. Examples for which excused absences may be granted by supervisors are:

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

(2) Excused absences for physical examinations will be in accordance with TPR 630, section 12.3d.

a. Military technicians, not on active duty orders who take required medical examinations, may be excused without charge to leave. However, such absence without charge to leave should not be granted for extended periods of time, i.e., extensive tests or hospitalization resulting from the medical examination.

b. Excused absences are not granted for IDT and/or Annual Training LODs.

(3) To vote where polls are not open at least three hours before or after regularly scheduled duty hours. Those technicians who vote in jurisdictions which require registration in person may be granted time off to register on substantially the same basis. A technician may be excused up to a full day under circumstances where the commuting distance of places of registration is considerable and registration is required in person or absentee ballot cannot be used.

(4) To participate, up to four hours in one day, as members of a military honors detail in funeral ceremonies for members of the armed forces, or up to four hours to attend a military funeral of a family member or co-worker, employed within the same activity. Attendance will be in the proper duty uniform. If this excused absence is used for military honors detail other payment such as military man-day or stipend is not authorized.

(5) To donate blood for the period of time necessary, normally not to exceed four hours. It is recognized that the individuals involved are expected to return to duty upon release by competent medical personnel, if reasonable productive time still remains. It is recommended that donations be scheduled during the latter part of the duty day, if possible. Approval will be based on mission requirements.

(6) To serve as a volunteer firefighter or ambulance crewmember.

a. When a technician performs volunteer duties as a certified firefighter or ambulance crewmember, emergency leave will be authorized, except in emergency workload situations which are reasonably known in advance by the technician concerned, not to exceed one day per incident, providing the emergency incident began prior to the beginning of the technician's normal workday; and the actual hours of volunteer service performed are certified, in writing, by the individual in charge at the emergency incident. When the emergency incident is found to be under control and the technician's continued presence is no longer needed, an additional one hour time period, plus commuting time, will be authorized prior to reporting to the workplace. The technician will, through another family member or coworker, make every reasonable attempt to inform the supervisor of any such participation in an emergency incident.

b. If an emergency incident occurs during normal duty hours, a technician may, subject to supervisory approval, depart from the workplace to assist in an emergency incident. Any such approved departure will be limited to two hours of administrative leave per day. Any additional time will be in an approved chargeable leave status (i.e., annual, compensatory, or LWOP) for the remainder of the absence.

c. In the event that too many technicians in any one shop belong to the same fire company or ambulance crew, the supervisor of each shop may limit the number of personnel allowed to participate in each incident, so as not to disrupt operations. In no case will it exceed more than four people without prior approval of the HRO.

d. Technicians who are either certified volunteer firefighters or ambulance crewmembers must inform their first-line supervisor, in writing, who will in turn inform their supervisor, of the technician's volunteer status. A roster in the following format will be used, with a copy provided to HRO-LR, and will be recertified on an annual basis as of 1 January to be received not later than 31 January.

e. The employer bears no liability from injuries, illness or death arising from such firefighter or ambulance crew volunteer duty.

<u>Technician's Name</u>	<u>Fire Co./Ambulance Co.</u>	<u>Position Held</u>	<u>Membership Expires</u>
John Z. Technician	Union Hose Fire Co., Lebanon	Firefighter	30 September 1992
Suzy Q. Employee	Hershey Volunteer Fire Co.	EMT	28 April 1993

(7) To donate bone marrow or body organ, up to seven work days excused absence each calendar year.

Section 3.7 -- Annual Leave:

A. Annual leave which has been accrued in accordance with applicable regulations will be administered on an equitable basis. Annual leave which will be earned during the leave year and credited to a technician's leave account 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 one month in advance, except in emergency situations. Time and attendance (T&A) timekeepers and supervisors must be careful to ensure proper coding on T&A reports. Use "LA" for annual leave currently earned and available. Proper codes in accordance with DFAS will be used for both annual leave currently earned, and annual leave not accrued but earned before the end of the leave year.

B. The supervisor will endeavor to grant accrued leave, in the amount requested and at the time each technician considers convenient and desirable, without compromise to the mission.

C. Advanced Annual Leave is one of the flexible tools supervisors may use in the workplace. The granting of advanced annual leave is at the discretion of the supervisor and must be requested and approved prior to the dates requested.

D. Absences which could not be planned and approved in advance must be reported to the technician's first-line supervisor or other designated person within one hour of regular reporting time, if at all possible.

E. 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.

F. Each ANG base/installation and ARNG installation/facility will provide known dates of all scheduled activities to technicians which normally require their presence to accomplish specific missions for the current leave year not later than the first workday in January of each year.

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

Section 3.8 -- Military Leave:

A. Military leave permits a technician to be absent from technician duties without charge to annual leave or loss of technician pay while performing Active Duty Training (ADT) or Inactive Duty Training (IADT).

B. Technicians are granted 120 hours of military leave on 1 October each year subject to 240 hours 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 3.9 -- 44 Days Additional Military Leave:

Technicians are entitled to 44 days (352 hours) of military leave to serve on active duty without military pay in support of operations OCONUS, under Title 10 duty. When using this provision, technicians must request the leave in this status. Technicians will receive their civilian pay without loss of, or reduction in pay, leave or credit for service to which is otherwise entitled. This is not a dual compensation provision. Technicians will be placed in a non-pay military status on the days using this type of leave and converted to a military pay status on non-workdays and holidays. Military orders will contain the appropriate authority. Technicians may commingle leave types (annual leave, military leave, compensatory time, time off awards or leave without pay).

Section 3.10 -- 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 3.11 -- Court Leave:

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

B. Witness in official capacity. When summoned or assigned by The Employer to testify in official capacity or to produce official records at a judicial proceeding, the technician is in an official duty status, as distinguished from a leave status, and entitled to regular pay.

C. Witness in unofficial capacity. If the technician is serving as a witness on behalf of a private party and not on behalf of the government, the absence may be charged to annual leave, leave without pay, or compensatory leave. Fees and expenses paid incidental thereto will be accepted.

D. Witness service. Court leave for witness service may only be granted when performing witness service on behalf of a government. A technician is entitled to court leave for witness service only if "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 will be granted for witness service when a technician is required to appear at any stage (preliminary hearing, inquest, trial, or deposition taking) of the proceedings.

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

F. Court fees. For fees received for duty as a witness or juror, the following will apply:

(1) If a technician is absent from regularly scheduled duties to serve as a juror in a state or municipal court, a technician will collect all fees and allowances payable as a result of the jury service. The technician must tender the fee to the appropriate Comptroller for proper disposition; however, all fees or allowances in excess of the amount of due compensation for the period of jury duty absence may be retained.

(2) A technician eligible for court leave may not accept jury fees for service in a federal court where the service is performed during the regularly scheduled workweek.

(3) Technicians who perform jury service on non-workdays are entitled to retain the fees received for such service. Technicians may accept and keep any allowances for mileage and subsistence authorized by law to cover actual expenses incident to the jury service.

(4) A technician who performs jury service that does not conflict with regular hours of employment may retain the usual fees for jury service. However, if jury service is performed in a court of the United States during any hours spent in a federal pay status, jury fees for that day may not be paid.

(5) Fees received for jury duty either in a federal or state court on a holiday falling within the basic tour of duty may be retained by the technician, provided that, had jury duty not been served, an excusal would have been made from regular duties on the holiday.

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

(7) Technicians shall not be paid witness fees when testifying on behalf of the United States Government; they shall be paid their regular salary. Time served as a witness will not be deducted from annual leave. A technician who is called as a witness for the United States may accept and retain witness fees when in an annual leave, compensatory time earned or LWOP status during the entire period.

Section 3.12 -- Charging of Leave:

All categories of leave (annual, sick, compensatory, and leave without pay) may be charged in 15 minute increments.

Section 3.13a -- Compensatory Time:

Compensatory time is time off from regularly scheduled work in lieu of Overtime Pay. The amount of time off given is equal to the time spent outside the normal duty hours or irregular scheduled work. The time code for compensatory time earned is CE. The time card code for compensatory time taken is CT.

A. Compensatory leave may be accrued in 15 minute increments.

(1) Compensatory time is accrued only in support of the activity/base/unit missions and should be requested in advance and must be approved by the supervisor. Compensatory time must be taken within 26 pay periods from the pay period in which it was earned. There are no provisions for the restoration of forfeited compensatory time; therefore, the supervisor must ensure that an employee has an opportunity to use, rather than forfeit, compensatory time.

(2) Compensatory time should be taken before annual leave, except in those instances where forfeiture of annual leave will occur.

(3) Work performed on a federal holiday falling on a regular workday or on a federal holiday falling on the day designated as the "in lieu of holiday", premium pay will be given with prior approval. Work performed on a Sunday falling on a non-regular workday, compensatory time will be given with prior approval.

B. Compensatory time will not be used as a routine form for work schedules.

C. In those cases where clarification is required regarding the proper accrual of compensatory time, supervisors should contact the HRO for determination.

Section 3.13b -- Compensatory Time for Travel:

Compensatory time for travel is earned by an employee for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable. Travel must be officially authorized and for work purposes and must be approved by an authorized agency official. The time card code for compensatory time for travel earned is CB. The time card code for compensatory time for travel taken is CF.

A. For the purpose of compensatory time for travel, time in a travel status includes: time spent traveling between the official duty station and a temporary duty station; time spent traveling between two temporary duty stations; and the usual waiting time (1-2 hours) that precedes or interrupts such travel (e.g.; waiting at an airport or train station prior to departure). An extended waiting period, i.e., an unusually long wait during which the employee is free to rest, sleep, or otherwise use the time for his or her own purpose is not considered time in a travel status.

B. For the purpose of crediting commuting time; travel outside of regular working hours between an employee's home and a temporary duty station or transportation terminal outside the limits of his or her official duty station is considered creditable travel time. However, the agency must deduct the employee's normal home-to-work/work-to-home commuting time from the creditable travel time. Travel outside of the regular working hours between a work site and a transportation terminal is creditable travel time and no commuting timed offsets applies. Travel outside of regular working hours to or from a transportation terminal within the limits of the employee's official duty station is considered equivalent to commuting time and is not creditable travel time.

C. GS and FWS employees may earn compensatory time for travel while traveling outside of the normal duty hours.

D. Travel performed within the regularly scheduled duty hours on a holiday or a day designated as the "in lieu of holiday" is not earned compensatory time. Required travel within regularly scheduled duty hours on a holiday will be compensated IAW Government-wide regulations.

E. An FMS mechanic is required to drive a 5-ton wrecker from his FMS to the Combined Support Maintenance Shop, a distance of 200 miles, and is required to arrive at the CSMS by 1000 hours. To meet this schedule, he departs home station 0600 hours. He would be credited with two (2) hours of compensatory time for travel since the technician was considered to be working while he was driving the wrecker to the CSMS.

F. A technician departs his duty station at 1300 hours on Sunday in order to arrive at a distant location to attend a conference starting at 0800 hours Monday morning. He arrives at the conference site at 1600 hours. Three (3) hours compensatory time for travel (travel performed within the normal work hours 0800-1630 hours) would be recorded for Sunday.

G. Compensatory time for travel may be granted when a technician(s) is traveling from a TDY station to permanent duty station and a vehicular breakdown occurs causing arrival at home station after normal duty hours.

H. In those cases where clarification is required for accrual of compensatory time for travel, supervisors should contact the HRO for determination.

Section 3.14 -- 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 the 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 or phone number for emergency contact during a leave of absence.

Section 3.15 -- 22 Days Additional Military Leave (Formerly known as Law Enforcement Leave – LEL):

A. Technicians are entitled to 22 days (176 hours) of military leave that have been called to State Active Duty (SAD) under military orders from the Governor of the State. Duty maybe required due to fires, snow storms, tornadoes, hurricanes, floods, droughts and riots. It can also include providing military aid to enforce the law or providing assistance to civil authorities in the protection for saving of life or property or the prevention of injury. This is also available to Technicians who have been called to active duty in support of an approved contingency operation. This is not a dual compensation provision. This means that a technician is not authorized both SAD and technician pay. The two basic rules are:

(1) **Rule #1** – If the military (State) pay is greater than the technician pay, then the gross technician pay is offset. This is prompted by the use of the LEL code “LL”.

(2) **Rule #2** – If the military pay is less than the technician pay, than the difference between the two is paid to the technician.

B. Technicians may commingle accrued annual leave, restored annual leave, advanced annual leave, compensatory time, time off awards, and leave without pay instead of LEL.

C. Questions regarding this provision are to be directed through the first line supervisor to the Human Resource Office.

Article 4

Association Representation

Section 4.1 -- Policy:

The Employer and The Association agree to the establishment of Association steward positions as indicated. Stewards will be authorized on a ratio of one (1) steward per twenty (20) bargaining unit members in the established geographic areas of representation. Assignment of stewards will not exceed the 1-20 ratio or fraction thereof. The Employer agrees that it is the right of The Association to appoint and assign stewards in represented activities. The Association will provide The Employer with a listing of the designated stewards and the work locations represented by each of the stewards. The listing will be updated by The Association as changes to the steward assignments occur.

Section 4.2 -- Visiting Association Officials:

Association officials, subject to security regulations, will be allowed to visit an installation and meet with a technician or local Association officer for the purpose of accomplishing lawful labor organization business. The Association will notify the Employer or designee prior to each visitation as far in advance as possible. The visiting and local Association officials and the management official to be visited will be identified at the time the request is made. Should pressing mission requirements or emergency preclude a request from being honored, The Employer will discuss the situation with The Association and arrange an alternate time and date. The request may be made either orally or in writing.

Section 4.3 -- Visiting Representatives:

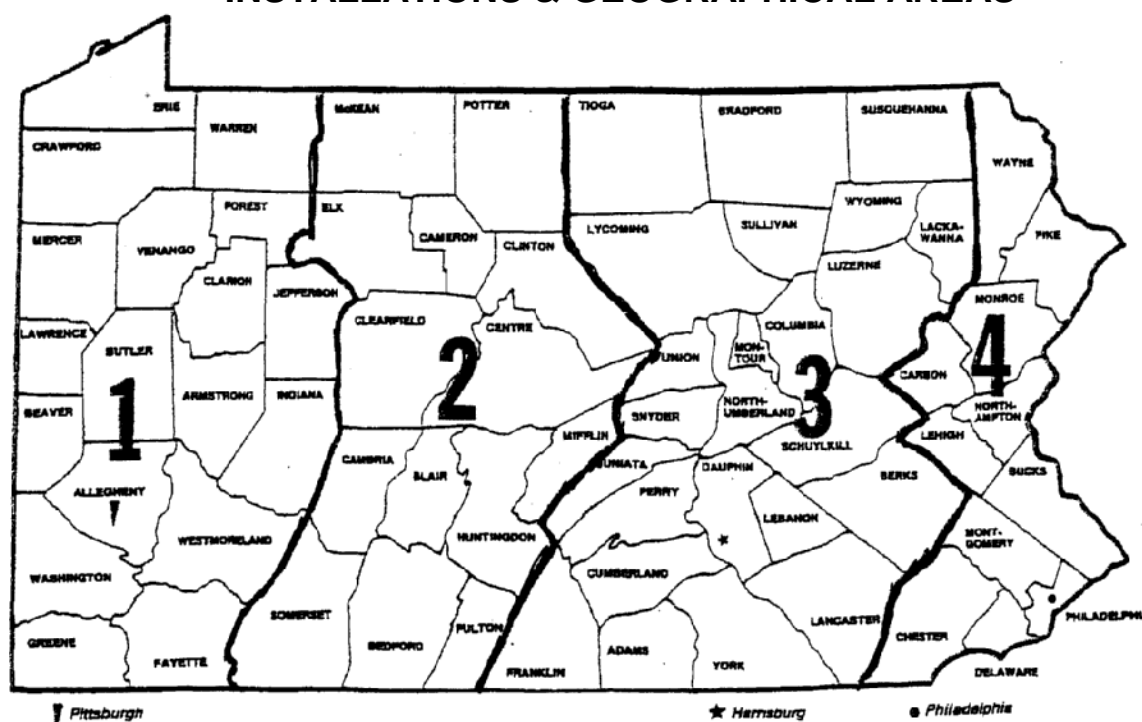
Subject to security regulations and visitor control procedures, authorized representatives of The Association who are non-technicians may be allowed to visit The Employer for the purpose of accomplishing official labor organization business. The Association will request approval of The Employer or designee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

Section 4.4 -- Representation during Temporary Duty:

In the event of a temporary duty assignment, when there is a requirement for technicians in such status to participate in the temporary duty assignment, a member of The Association may be designated to serve as a point of contact for the participating bargaining unit member(s). This representative will be responsible to

assist the member(s) to secure information relative to personnel problems experienced during the course of the temporary duty assignment. The designated Association representative will have the authority to bring such concerns to the attention of the designated mission commander for resolution. Reasonable effort will be made by the senior supervisor, the technician and The Association to remediate the grievance in the most expeditious manner appropriate during the temporary duty assignment which cannot be resolved; it may be processed using the negotiated grievance procedure upon return to home station. This includes timeliness. (Timelines will not start until technician returns to home station). Such concerns will be included in the post-mission report for further review and evaluation.

ASSOCIATION OF CIVILIAN TECHNICIANS INSTALLATIONS & GEOGRAPHICAL AREAS



Army Chapters

Area 1 – Greater Pittsburgh - Chapter 28

Area 2 – Flood City - Chapter 53

Area 3 – Blue Mountain - Chapter 46

Area 4 – Philadelphia - Chapter 43

Air Chapters

Pittsburgh Air - Chapter 27

(Greater Pittsburgh Airport, Coraopolis, PA, Johnstown, PA, State College, PA)

Central Penn - Chapter 35

(Harrisburg International Airport, Middletown, PA; AirGuard@FTIG)

Willow Grove - Chapter 52

(Horsham Air Station, Horsham, PA)

Article 5

Grievance Procedures

Section 5.1 -- General:

A. A grievance means any complaint:

(1) By a technician concerning any matter relating to the employment of the technician;

(2) By The Association concerning any matter relating to the employment of any technician; or

(3) By any technician, The Association, or The Employer concerning:

a. The effect or interpretation, or a claim of breach of the agreement; or

b. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

B. The Employer and The Association agree that the negotiated procedure is the exclusive procedure available to The Association and the technicians in the bargaining unit for the processing of grievances, except where the grievant is provided a choice of the negotiated grievance procedure or a statutory procedure under the provisions of The Statute/Public Law. 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 Association agree that normal day-to-day discussions between technicians and supervisors are the most constructive means of developing effective work relationships. This procedure provides a means for the prompt and orderly consideration and resolution of technician grievances. The Employer and The Association agree that all grievances should be resolved at the lowest possible level.

D. It is the policy of The Employer that all technicians have a right to present their grievances to the appropriate management officials for prompt consideration and equitable decision. In exercising this right, technicians and their representatives will be free from restraint, coercion, discrimination, or reprisal.

E. An individual's Supervisor/Employee Brief will not be disclosed to any unauthorized personnel. Release of this record to a third party will only be accomplished with the consent of the individual, in accordance with the Privacy Act.

F. A grievance file will be maintained at each base/activity level.

G. Matters excluded from the negotiated grievance procedure are:

- (1) Any claimed violation relating to prohibited activities (Hatch Act violations).
- (2) Retirement, life insurance, or health insurance.
- (3) A suspension or removal under §7532 (National Security) of Title 5, U.S.C.
- (4) Any 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 § (f), Title 32, U.S.C.
- (7) Issues for which an appeal process is provided for in TPR's 430 and 752.

H. An aggrieved technician may raise equal employment opportunity (EEO) complaints under statutory (Part 1614, Title 29 code of Federal Regulations) or negotiated grievance procedures, but not both. An election to proceed is indicated by filing: (1) a grievance in writing or (2) a written formal EEO complaint under Part 1614 (use of the informal EEO pre-complaint process does not constitute an election). An individual electing to utilize the negotiated grievance procedures for an EEO complaint may:

- (1) Appeal The Adjutant General's decision (Step 4) to the Equal Employment Opportunity Commission (EEOC). If this right is exercised, the grievance is not submitted to arbitration, (Step 5).
- (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 arbitrator's exceptions to the EEOC.
- (4) Appeal the EEOC decision to court.

I. No contact orders shall not apply to stewards and officers working in official capacity for the representation of the technician.

Section 5.2 -- Representation:

A. The Association 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 technicians elect to present their grievance to the appropriate supervisor without the assistance of The Association,

adjustment of the grievance may not be inconsistent with the terms of this agreement. The appropriate supervisor will notify The Association in advance of grievance proceedings and inform them of their rights to be represented during such proceedings.

B. A technician may be represented by The Association or choose to represent themselves in any grievance or appeal action. If the representative is a technician in the Pennsylvania National Guard, they will be given official time to investigate, prepare, and present the grievance. The grievant will be given administrative time. *(See Article 3)*

C. Association stewards shall be restricted in their representation to the geographic area each is authorized to represent. The Association retains the right to assign shop stewards to representational duties; the assignment of stewards to geographical areas is for the purpose of allowing management an avenue to discuss in good faith any issue as required by The Statute/Public Law. Personnel not appointed or elected by the bargaining unit or Association as officers or stewards will not be allowed to perform official representational functions, nor will they be allowed the use of official time. The Association may appoint bargaining unit representatives telephonically with the appointment to be accomplished in writing or email (confirmed message) within five working days.

D. The Association agrees to appoint union officials consistent with the terms of this agreement. In those instances where the appointed official is not available, The Association has the right to appoint an alternate official to act on its behalf.

Section 5.3 -- Channels for Processing Grievances:

A. For the purpose of presenting grievances under the provisions of this agreement, the step 3 senior supervisor at the Air base or Air installation and the Army facility or organization will publish a document identifying the channels to be followed for processing grievances. Should a need arise to change the established grievance channel; the senior supervisor affecting the change will notify the appropriate Association official prior to the change. The Association will be provided a list of the grievance channels in any given area, upon request.

B. When it can be determined by the senior supervisor (step 3) that the resolution authority for a grievance is at a specific higher level of the grievance procedure, intervening steps may be bypassed for the initial presentation. In such cases the initial presentation will be submitted in writing by the grievant or their representative and presented in accordance with the procedures for the step which has the resolution authority; however, the written grievance will be forwarded through all intervening steps. These intervening steps will forward the written grievance without delay to the step with resolution authority. The intervening steps will have the authority to comment for clarification purposes if they so desire.

C. In small installations or organizations where supervisory channels preclude the establishment of step 2, the step 3 supervisor will process the grievance.

Section 5.4 -- Grievance Procedures:

A. **Step 1** — The grievance (informal) shall first be taken up with the first-line supervisor by the aggrieved technician and the representative, if desired. The first-line supervisor shall meet immediately, if available, and will render an oral decision within three workdays from the date of notification of the grievance.

B. **Step 2** — If the grievance is not resolved at step 1, the grievance will be submitted in writing within five workdays (refer to note below for information required,) to the next higher supervisor who has resolution authority. This supervisor will meet with the first-line supervisor, the grievant, and the representative within five workdays. A written decision will be furnished to the grievant and his representative within five workdays after the meeting.

NOTE: Information for Grievance must include all items listed:

1. Grievant Name(s):
2. Grievance Step:
3. Unit/Work Site:
4. Duty Phone and Duty Email:
5. Position Occupied:
6. Representative's Name, Duty Phone and Duty Email:
7. Grievance Addressed To:
8. Background and Nature of Grievance:
9. Recommended Grievance Solution:
10. Signature and Date of Grievant(s):
11. Signature and Date of Representative:
12. Signature of Employer Representative Accepting the Grievance:

C. **Step 3** — If the grievance is not resolved at step 2, the grievance shall be referred by the grievant to the senior supervisor for the work location within five workdays after receipt of the decision in step 2. This supervisor shall meet with the grievant, the grievant's representative, The Association representative, and the supervisors concerned within five workdays after receipt of the grievance. A written decision will be rendered within five workdays after the meeting, and will be provided to the aggrieved technician and the representative.

D. **Step 4** — If the grievance is not resolved at step 3, the grievance shall be referred by the grievant to The Employer within 15 workdays of receipt of the step 3 decision. The Employer's representative will meet with designated State Council executive officials to discuss the grievance. If either The Employer or The Association considers arbitration appropriate, they will review the grievance in an effort to establish a mutual stipulation of the grievance and remedy. The Employer will review the

grievance and will render a decision within 15 working days. The Employer's decision will be addressed to the grievant with copies to any cosigners and The Association's State Council chairman.

E. **Step 5** — If the grievance is not resolved at step 4, The Association or The Employer may invoke binding arbitration, but must do so within 30 days of receipt of the response to the step four grievance or knowledge of the event necessitating arbitration. Individual technicians do not have the right to invoke binding arbitration.

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

Section 5.5 -- Time Limits:

A. Any grievance not taken up within 15 workdays 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, in the event of new evidence or upon return from deployment.

B. All time limits provided for herein may be extended by mutual agreement for valid reasons, provided a request for extension of time is presented prior to the expiration of the prescribed time limit. All extensions can be made orally and must be followed by an email or written correspondence.

Section 5.6 -- Cancellation of Grievances:

A. A grievance will be canceled under the following conditions:

- (1) At the written request of the aggrieved technician.
- (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 Association does not proceed with the advancement of the grievance as outlined in Section 5.4, above.

B. The Association and The Employer will be notified, by the supervisor, effecting the action when a grievance is canceled.

GRIEVANCE FORM

1. GRIEVANT NAME(S): _____

2. GRIEVANCE STEP: _____

3. UNIT/WORK SITE: _____

4. DUTY PHONE AND DUTY EMAIL:

5. POSITION(S) OCCUPIED: _____

6. REPRESENTATIVE'S NAME, DUTY PHONE NUMBER AND DUTY EMAIL:

7. GRIEVANCE ADDRESSED TO: _____

8. BACKGROUND AND NATURE OF GRIEVANCE: _____

9. RECOMMENDED SOLUTION: _____

10. SIGNATURE(S) OF GRIEVANT(S): _____
Date _____

11. SIGNATURE OF REPRESENTATIVE: _____
Date _____

12. SIGNATURE OF EMPLOYER REPRESENTATIVE ACCEPTING THE
GRIEVANCE: _____
Date _____

Form Must be Completed In Its Entirety

Article 6

Arbitration Procedures

Section 6.1 -- Policy:

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

Section 6.3 -- Procedures:

When arbitration is invoked by either party, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within 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 Employer shall strike the first name. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection action.

Section 6.4 -- Payment of Fees:

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

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 Association. In the event a date or a location cannot be agreed upon, the arbitrator will decide. The arbitration hearing will be held during regular duty hours of the basic workweek.

Section 6.6 -- Arbitration Decisions:

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

Section 6.7 -- Exceptions to Award:

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

Section 6.8 -- Transcripts:

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

Article 7 Mediation

Section 7.1 -- Policy:

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

Section 7.2 -- Procedures:

The parties agree that when an impasse is reached during negotiations, prior to going to the FSIP, the 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 Statute/Public Law.

Section 7.3 -- Impasse:

The parties agree that as a minimum each part will exchange three (3) proposals and counter proposals with no resolution before they declare an impasse.

Article 8

Unfair Labor Practices

Section 8.1 -- Employer Responsibilities:

The Employer shall not:

A. Interfere with, restrain, or coerce technicians in their exercise of rights assured by terms of this agreement and The Statute/Public Law.

B. Encourage or discourage membership in The Association by discrimination in regard to hiring, tenure, promotion, or other conditions of employment.

C. Sponsor, control, or otherwise assist any labor organization, except that The Employer may furnish customary and routine services and facilities under The Statute/Public Law, when consistent with the best interests of The Employer, its technicians, and the organization.

D. Discipline or otherwise discriminate against technicians because of a complaint filed or testimony given under The Statute/Public Law.

E. Refuse to accord appropriate recognition to The Association; or

F. Refuse to consult, confer, or negotiate with The Association as required by The Statute/Public Law.

Section 8.2 -- Association Responsibilities:

The Association shall not:

A. Interfere with, restrain, or coerce technicians in their exercise of rights assured by The Statute/Public Law.

B. Attempt to induce The Employer to coerce technicians in their exercise of rights under The Statute/Public Law.

C. Coerce, attempt to coerce, or discipline, fine, or take other economic sanction against members of The Association as punishment or reprisal for, or for the purpose of hindering or impeding work performance, productivity, or the discharge of duties owed as an officer or employee of the United States.

D. Call or engage in a strike, work stoppage, or slowdown; picket The Employer in a labor—management dispute; or condone any such activity by failing to take affirmative action to prevent or stop it.

E. Discriminate against technicians with regard to the terms or conditions of membership because of race, color, religion, gender, disability, age, or national origin

F. Refuse to consult, confer, or negotiate with The Employer as required by The Statute/Public Law.

G. Deny membership to any technician in the appropriate bargaining unit except for failure to meet reasonable occupational standards uniformly required for admission, or for failure to tender initiation fees and dues uniformly required as a condition of acquiring and retaining membership. This paragraph does not preclude The Association from enforcing discipline in accordance with procedures under its constitution or bylaws which conform to the requirements of The Statute/Public Law.

Section 8.3 -- Application of Appellate, Grievance, and ULP Procedures:

Issues which can properly be raised under an appeals procedure may not be raised under this section. Issues which can be raised under a grievance procedure may, at the discretion of the aggrieved party, be raised under that procedure or the complaint procedure under this section, through the exclusive representative, but not under both procedures. Appeals or grievance decisions shall not be construed as unfair labor practice (ULP) decisions under by The Statute / Public Law, nor as precedent for such decisions. All complaints under this section that cannot be resolved by the parties shall be filed with the Federal Labor Relations Authority (FLRA). The parties agree to allow a 15-day period for informal ULP resolution before filing charges with the FLRA. The parties also agree to provide a copy of the basic charges to be presented in the ULP.

Article 9

Conduct, Discipline, and Adverse Actions

Section 9.1 -- Political Activities:

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

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

B. National Guard technicians are subject to the political activities restrictions outlined in 5 CFR Parts 733 and 734, which are further summarized in the Technician Handbook provided to each technician upon initial employment.

C. All technicians are free to engage in political activities to the widest extent consistent with the restrictions imposed by law. Technicians are not obligated to contribute to a political fund or to render political service, and they may not be removed or otherwise prejudiced for refusal to do so.

Section 9.2 -- Work Place Violence:

A. The Employer and The Association agree that work place violence is a complex phenomenon that appears to be increasing in the workplace and will not be tolerated. Workplace violence prevention is all employees' responsibility.

- (1) All employees are responsible for:
 - a. Their own behavior.
 - b. Reporting any acts of violence to their supervisor or union official.
- (2) Management, supervisors, and The Association are mutually responsible for:
 - a. Insuring that all employees fully understand workplace violence procedures.
 - b. Insuring safe and healthful work environment.

c. Informing all employees of early warning signs.

B. Workplace violence comes in all forms and levels, from early warnings to emergencies. Below is a list of some common forms of workplace violence, but is not all inclusive.

(1) Harassing, stalking, verbal abuse including profanity or any undue attention on any other employee.

(2) Any threats made to another employee(s), indirect or direct, at the workplace or other locations, in person, email, verbal, or written format.

(3) Any form of unwanted physical contact.

(4) Any intentional action of throwing objects or destruction of property.

(5) Creating a hostile work environment.

Section 9.3 -- Employee Assistance Program:

EAP is an essential tool that should be considered during disciplinary actions.

Section 9.4a -- Discipline:

The parties recognize that there are two types of disciplinary action that may be taken against a technician, i.e., informal disciplinary action and formal disciplinary action. Disciplinary action may be taken for the sole purpose of correcting offending technicians and problem situations and maintaining discipline and morale among other technicians. When determined by the supervisor that corrective action can be accomplished through closer supervision, training, or oral admonitions or warnings, formal disciplinary actions should not be taken. Progressive discipline normally will be considered, when appropriate, including a warning, oral admonishment, letter of reprimand, suspension, change to lower grade, and removal.

Section 9.4b -- Counseling and Warning:

Counseling a technician is not a disciplinary action. Positive and constructive counseling can in many instances resolve a problem without the need for disciplinary action.

A. Counseling is a private matter between a technician and the supervisor and has the specific purpose of improving the technician's conduct, performance, or knowledge of a particular subject; it is not a disciplinary action. A counseling session will be annotated on the Supervisor/Employee Brief by the supervisor.

B. A warning is a private matter between the technician and the supervisor and is not a disciplinary action. 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. A warning will be annotated on the Supervisor/Employee Brief.

C. Counseling and warnings serve the purpose of informing the technician of minor performance/conduct deficiencies. The goal is improvement of these minor deficiencies. Notation of counseling and warnings (date and subject) will be made by the supervisor and should be initialed by the technician to verify the authenticity of the entry. No entry will be made to a technician's Supervisor/Employee Brief without the individual's knowledge. The initialing of such entry does not necessarily constitute an admission of guilt or an agreement with the entry. If a technician does not agree with an entry or does not admit to wrong doing, the entry may be used in future discipline actions until the entry has expired or has been resolved by the grievance process in Article 5. Any such entry of counseling or warnings will be deleted after a six-month period, providing it does not relate to a continuing problem. Because the information contained on the Supervisor/Employee Brief is of a personal nature, access will be limited to appropriate management officials, the technician concerned, and to individuals whom the technician has given written permission; e.g. EEO counselor or labor representatives. A dispute of a counseling or warning may be made through the negotiated grievance procedure. A successful grievance would cause any record of the counseling or warning to be deleted or modified.

D. Discipline does not commence until actual notice of the discipline is served on the technician (e.g. written reprimand). At that point, the technician should be aware of any applicable appeal rights and may elect representation from The Association.

Section 9.5 -- Adverse Actions:

A. Disciplinary adverse actions.

(1) Disciplinary adverse actions consist of suspension, change to lower grade and removal. It will be accomplished in accordance with the appropriately bargained TPR 752 and the provisions of this article.

(2) Appeals of disciplinary adverse actions will be forwarded to: The Adjutant General, ATTN: HRO, Department of Military Affairs, Annville, PA 17003-5002, as provided below. The Adjutant General is the final appeal authority for adverse actions taken against technicians of the Pennsylvania National Guard. 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.

a. Appellate Review. The appeal will be submitted to The Adjutant General in accordance with TPR 752. The Adjutant General will issue the appellate decision.

b. Administrative Hearing. The request for an Administrative Hearing will be submitted to The Adjutant General in accordance with TPR 752. 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 recommendation.

(3) Stays of disciplinary adverse action.

a. If a technician appeals an adverse action through an applicable appeal for which final adjudication does not extend beyond The Adjutant General, the adverse action will be stayed pending The Adjutant General's final decision.

b. A stay of a proposed disciplinary or adverse action will be granted pending the outcome of a third party ruling when The Association can substantiate that the grievance is based on a significant procedural violation.

B. Non-disciplinary adverse actions.

(1) Non-disciplinary adverse action means a personnel action taken as a result of an administrative decision, such as termination, furlough without pay, or the reduction in pay or compensation of a technician. The parties recognize that this type of adverse action is not taken as a result of a disciplinary action against a technician.

(2) A technician may appeal certain non-disciplinary adverse actions to The Adjutant General.

Section 9.6 -- Disciplinary Action Procedures:

A. The supervisor may correct the problem through personal counseling or a warning. However, there may be incidents when a technician's behavior is such that more severe discipline is warranted. Refer to the current TPR 752 and the LMRA for guidance pertaining to discipline options. The technician may request representation at such counseling sessions if it is suspected that the counseling actions may lead to formal disciplinary or adverse action. The crime provision and cases of misconduct, as provided for in Government-wide regulations, may serve as a reason to effect action without prior counseling. In cases of misconduct affecting the safety of personnel or resources, The Employer agrees to examine temporary reassignment options as part of the disciplinary processing procedures.

B. When it is decided that formal disciplinary action is required, The Employer will prepare a notice of proposed action in which the action proposed and the reasons for the proposed action will be documented. The advance notice will be prepared in letter format and will give the technician a minimum of 30 days advance notice, except in cases where it can be conclusively demonstrated that retention of the technician for the 30-day notice period would jeopardize the safety of other employed technicians.

C. The advance notice of proposed adverse action will cite specific incident(s) and date(s) of occurrence of the event(s) upon which the disciplinary action is based. The notice will state that the technician has the right to representation, to include the right by the technician or the representative to reply orally or in writing stating the reasons why the proposed action should not be taken. The time period authorized for the response and the name of the person to whom the response may be presented will be indicated in the advance notice of proposed action.

D. 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 prevented a reply 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 representative, if one is requested. After a review of the reply, an original decision will be issued. The supervisor's original decision may sustain, decrease, or entirely remove the proposed adverse action. However, under no circumstance will the original decision adverse action be more severe than the proposed adverse action.

E. The Adjutant General will issue a final decision within 30 calendar days of receipt of the request for an appellate review or receipt of the recommendation from the appointed hearing examiner. This decision may be delayed should there be mitigating circumstances warranting such a delay.

Section 9.7 -- Representation "Weingarten" Rights:

Technicians have the right to representation during investigatory interviews by management. These are called "Weingarten Rights." An investigatory interview occurs when an Agency representative questions an employee to obtain information which could be used as a basis for disciplining the technician. The technician must have a "reasonable belief" that discipline or adverse action may result from what he or she says at the interview. The Statutory Language Section 7114(a) (2) (B) of the Federal Service Labor-Management Relations Statute provides:

"An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at...any examination of an employee in the unit by a representative of the agency in connection with an investigation if (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (ii) the employee requests representation."

For example, a technician who is questioned about substance abuse is clearly involved in an investigatory interview and has the right to request representation. However, a supervisor who takes a technician aside to give instruction on how to do a job is not conducting an investigatory interview. The possibility of discipline resulting from such a meeting is usually remote.

A. **Rule 1.** The technician must make a request for representation either before or during the interview. Supervisors have no duty to inform workers of their rights. Technicians who fail to request representation can be questioned at length.

B. **Rule 2.** Once a technician makes a request, the supervisor must choose from among the following three options:

(1) The supervisor may grant the request meaning that questioning is halted until the representative arrives in a reasonable amount of time and has a chance to consult with the technician.

(2) The supervisor may deny the request and end the interview immediately.

(3) The supervisor may give the technician choice of (a) continuing the interview without a representative or (b) discontinuing the interview.

C. Although supervisors have no duty to inform workers of their rights, in the interest of good will and mutual cooperation it is beneficial to both parties.

Section 9.8 -- Official Time:

A reasonable amount of time shall be given to appropriate Association representative for the purpose of receiving information to include but not limited to, interviewing witnesses, conducting investigations, preparing briefs, copying exhibits, and reviewing documents, conduct clerical duties, representation at Administrative Hearings, Appellate Reviews and orientation relating to matters of mutual concern.

Article 10

Equal Employment Opportunity Program and Non-Discrimination

Section 10.1 -- Policy:

The Pennsylvania National Guard Technician Equal Employment Opportunity Affirmative Action Plan establishes the requirements of national policy and federal law. It assures equal employment opportunity in every aspect of personnel policy and practice in employment, development, promotion, and treatment of National Guard technicians. The Employer and The Association agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and technicians and to prohibit discrimination because of race, color, religion, gender, sexual orientation, national origin, age or disability. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

Section 10.2 -- Programs:

A. The Employer agrees to accept recommendations and suggestions from The Association on matters relating to the Equal Employment Opportunity Program and program improvements. It is further agreed that The Employer will consult, confer, or negotiate, as appropriate, on matters concerning personnel policies and practices and matters affecting working conditions of technicians.

B. The Employer agrees to train Association Officials the same EEO training afforded to supervisors and managers at the 3 specified locations (FTIG, Pittsburgh, and Horsham Air Station) annually or at ACT sponsored training.

C. Upon request, The Employer agrees to supply the Labor Organization with a list of the EEO counselors who administer the EEO program.

Section 10.3 -- EEO Complaint Procedures:

A. Any technician who believes they have been discriminated against in any matter because of race, color, religion, gender, national origin, age or disability may file a grievance as outlined in the grievance procedures in Article 5 of this agreement within 15 workdays of the occurrence; or when it becomes known to the individual filing the EEOC complaint. The complaint will be processed through the statutory procedures of Part 1614, Title 29 of the Code of Federal Regulations by contacting a designated EEO counselor or the State Equal Employment Manager within 45 calendar days of the occurrence, or knowledge of the occurrence.

B. Any technician who initiates an EEO grievance/complaint is entitled to representation at any time during the grievance/complaint process. Refer to Section 5.1H and 5.2 of this agreement for additional information.

Section 10.4 -- Discrimination Complaint Procedures:

A. An aggrieved individual who believes that they have been discriminated against may:

(1) File a grievance under the negotiated grievance procedure in the applicable collective bargaining agreement outlined in Article 5 of this agreement within 15 workdays of the occurrence or when it becomes known to the employee.

(2) File a complaint IAW Law, Rule, or Regulation.

Section 10.5 -- Complaints Alleging Sexual Harassment:

A. The Employer and The Association agree that sexual harassment in the workplace will not be condoned. Reported cases of sexual harassment will receive prompt and positive action to include necessary and appropriate action against those technicians found to be guilty (through due process) of a sexual harassment offense.

B. Any bargaining unit technician who feels they have been the victim of sexual harassment may file a grievance through the negotiated grievance procedures outlined in Article 5 of this agreement within 15 workdays of the occurrence or through the statutory EEO Complaint procedure by contacting an EEO counselor or the State Equal Employment Manager within 45 days of the occurrence or knowledge of the occurrence.

C. The Employer, upon receiving a complaint alleging sexual harassment toward a technician, will evaluate the complaint and take necessary and appropriate action as the circumstances may warrant. When the complaint is filed against a technician's immediate supervisor, or vice versa, The Employer may consider reassigning either of the individuals during the investigative process.

Section 10.6 -- Settlements:

When an equal opportunity complaint is handled through the statutory EEO Complaint procedures and a settlement that may impact other bargaining unit technicians, is pending, The Employer will afford The Association an opportunity to be represented at the settlement. Such appearances must have the concurrence of the complainant, except in cases processed under the negotiated grievance procedures.

Section 10.7 -- Representation:

A. The Employer recognizes that if a representative of The Association requests to be present at a discrimination complaint investigation/hearing, the Investigator/Administrative Judge will make this known to the complainant. If the complainant objects to the observer's attendance on grounds of invasion of privacy and the Investigator/Administrative Judge determines that the objection is valid, The Association observer will be excluded; settlements must be presented to The Association.

B. At the Investigator's/Administrative Judge's discretion, the observer may be excluded from one or more sessions of a discrimination complaint investigation/hearing when necessary to protect the interest of the complainant, a witness, or the government. The right of The Association to have an observer present at a discrimination complaint investigation/hearing will not impair the right of the complainant to choose a representative. The Association representative will be on official time when such investigations/hearings are held on a scheduled workday.

C. Official time will be requested in accordance with the provisions of Section 3.4 of this agreement. A reasonable amount of official time may be granted for the complainant and the representative in accordance with 29 CFR Section 1614.605.

Section 10.8 -- Notification of Investigations/Hearings:

When a complainant is notified of the date, time, and location of the investigation/hearing, notification will also be made to The Association. The Association shall notify the State Equal Employment Manager within five workdays whether or not an observer for The Association will attend and, if so, the name and work location of the attending observer.

Article 11

Employee Assistance Program

Section 11.1 -- Policy:

A. The Employer and The Association recognize the importance of maintaining a healthy and productive work environment. The mission of an Employee Assistance Program is to provide services designed to empower employees to resolve personal problems that may impact on their conduct and work performance. Employee Assistance Programs address a multitude of problems, such as emotional, relationship, family, substance abuse, financial, or job concerns.

B. Technicians experiencing personal problems will be afforded the same consideration and assistance that is provided for other illness or health related problem.

C. Sick leave, annual leave, earned compensatory time or leave without pay may be authorized for the purpose of treatment or rehabilitation as in any other illness or health related problem.

D. Confidentiality is a critical element of the Employee Assistance Program. All information is considered privileged and under the protection of law, except in situations that may include threat of serious harm to the technician or to others.

E. A technician is entitled to an excused absence for the time required for participating in initial counseling and assessment for EAP. If the technician is referred for treatment or assistance, the technician must be in an appropriate leave status.
(Refer to C above)

Section 11.2 -- Program Responsibility:

A. The Employer will establish an Employee Assistance Program (EAP) and will appoint an EAP Coordinator. A locally negotiated regulation will be used for this program.

B. The program will provide problem assessment, short term counseling, referral, and follow-up services. These services will be provided through a coordinated effort with resources outside the Pennsylvania National Guard. Technicians may avail themselves of these services through self-referral. Management may offer services or make employee aware of services.

C. Rehabilitation expenses beyond those covered by the EAP 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 the employee requesting counseling or supervisory referral through the EAP.

B. Technicians who are experiencing personal problems are encouraged to be proactive by seeking assistance through the EAP. Personal issues that go unresolved or without assistance can, eventually, have an adverse affect on an individual's conduct and job performance. Technicians may initiate personal/confidential use of EAP services as a self-referral. However, technicians enrolled in EAP who are also facing disciplinary or potential adverse action for conduct or performance related deficiencies remain subject to procedures outlined in TPR's 430 and 752.

Article 12

Health, Safety, and Wellness

Section 12.1 -- General:

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

B. The Employer agrees to provide federally approved personal protective equipment and approved safety equipment, to include specialized equipment and clothing for heat and cold extremes. Technicians are required to use such items provided.

C. Footgear. When and where required by a safety standard, a technician will utilize the Employer issued standard safety shoe. If a technician requires a specialized safety shoe, and the need is certified by a doctor, 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 by a safety standard, prescription safety glasses, to include the replacement of broken or damaged ones, (not through employee negligence) will be replaced by The Employer. The Employer will incur the cost of safety glasses (prescription lens) through a contracted vendor if safety glasses needed cannot be provided through GSA contract. Technicians are authorized to procure their own prescription safety glasses through private sources, up to the maximum amount paid under the current GSA contract. Procurement must be initiated in advance using established local purchase procedures.

E. Extreme Cold. The Employer is responsible for and agrees to provide protective cold weather equipment at the technician's work location and compatible with the duties of the technician. In the event funding is not immediately available, a Risk Assessment Code (RAC) priority will be assigned for future funding. In the interim, should cold weather equipment be awaiting funding, management will take reasonable efforts to ameliorate the effects of cold weather and still accomplish the mission. The cold tolerance between individuals differs, and the type of work being accomplished needs to be considered when assigning such work.

F. The Employer will maintain baseline/pre-placement physicals with current DoD Instructions and HRO policies pertaining to Pre-Placement/Baseline Surveillance Examinations.

G. The Employer agrees to monitor and take proactive measures when adverse weather conditions exist, to include but not limited to, extreme cold, extreme heat, lighting, wind, and ice conditions. The Employer will notify the senior Association member at the facility/activity affected of any adverse weather conditions, and what actions will be taken. *Reference Article 3, Section 3.2.*

H. The Employer will provide appropriate hearing protection to those technicians working in hazardous noise areas.

Section 12.2 -- State Safety Committee:

A. The Association will nominate, for appointment by The Employer, two association representatives for membership on the committee. The chairperson of the committee shall be a senior management official appointed by The Adjutant General from within one of the activities of the Pennsylvania National Guard.

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 semi-annually or upon call of the chairperson. Minutes of all meetings will be recorded and copies furnished to The Employer and The Association. The Association representative, otherwise scheduled for overtime work, will be granted compensatory time if the meeting is on a non-scheduled workday.

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

C. The names of personnel serving on local safety committees will be published and posted on appropriate bulletin boards. Association 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 a technician's duties. Assigned duties that violate safety directives will be brought to the attention of the immediate supervisor at once.

B. When it is determined that an imminent danger exists, technicians will not be required to subject themselves to such danger. The technician may refuse to work if imminent danger exists and this refusal will not subject the technician to punitive or disciplinary action, unless, the refusal can be conclusively proven to have been made under false pretense.

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

(1) There is a reasonable belief that there exists an imminent risk of life or of serious bodily harm; and

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

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

E. A technician assigned emergency additional duties related to safety will receive, appropriate training in carrying out these responsibilities. Any personal protective equipment (PPE) required in combating the condition will be provided at the time the technician is assigned the duty.

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

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

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

(2) Eliminate the condition; or provide personal protective equipment when appropriate to eliminate the dangerous situation.

(3) Notify the local safety committee of the situation (by the supervisor in charge); and

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

H. When a technician is attending training pertaining to health or safety, such as CPR, first aid, firefighting, the group facilitator will determine start time, breaks, and dismissal time. If released from the training program by the instructor, the technician 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, safety and wellness 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/Incident Investigations:

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

B. The Employer agrees that facility safety violations will be given priority for repairs as to eliminate unsafe or unhealthful working conditions. When immediate funds are unavailable for abatement of the unsafe or unhealthful working condition The Employer will continue appropriate and aggressive action for abatement to include obtaining funding.

Section 12.7 -- Medical Surveillance Program:

A. The Employer agrees to establish a medical surveillance program for the express purpose of monitoring the health of technicians whose occupation exposes them to toxic agents or other 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 as announced by OPM, The Employer will provide a Benefit Fair at three wings and FTIG. The Employer will provide sufficient notification of Federal Employee Health Benefit (FEHB) open season and include information to each technician. The Employer will also notify all affected technicians regarding significant FEHB plan changes and allow technicians reasonable time to attend the Benefit Fair.

Section 12.9 -- Emergency Data Record:

Each technician will be afforded the opportunity, on a voluntary basis, to complete an Emergency Data Record, HRO Form 94 (refer to https://ngpapk02.ng.ds.army.mil/sites/ARNG_Staff2/HRO/Forms/Forms/AllItems.aspx) Each work site will keep this record in an accessible central location, as determined by the activity supervisor, in case the emergency data is needed. These records will not leave the work site, nor are they to be placed in the technician supervisor's work folder. Forms are available through the HRO and normal publication channels. Each technician is required to update emergency data in My Biz (refer to <https://compo.dcpds.cpms.osd.mil>)

Section 12.10 -- Smoking Policy:

The Employer and The Association agree that an appropriately bargained smoking policy is required IAW DoDI 1010.15 to insure that employees are not exposed to second hand smoke. The smoking policy will be consistent with, but not limited to, the following guidelines:

- A. The smoking areas are to be outdoors with a reasonable access to employees and provide a measure of protection from the elements.
- B. Smoking areas should be 50 feet away from any common points of ingress and/or egress into or out of a DoD facility and not in front of building air intake vents.
- C. Smoking will be prohibited in vehicles owned or leased by The Employer.
- D. The Employer and The Association agree that smokers and nonsmokers will not be treated disparately. However, smokers will not be given additional breaks not provided to nonsmokers.

E. The use of smokeless tobacco products such as snuff and chewing tobacco is also discouraged. These products will not be used while attending meetings, conferences or in classrooms. Consideration should be shown to others while in these situations.

Section 12.11 -- Retirement Seminars:

The Employer agrees to provide and conduct retirement seminars for technicians:

A. Retirement Seminars will be made available for technicians. Seminars will be made available at all three wings and FTIG. The Employer will provide sufficient notification of seminars.

B. The Employer shall notify affected technicians, and will provide reasonable time for technicians to attend briefings.

Section 12.12 -- Non Work-Related Injuries/Illnesses (Non OWCP):

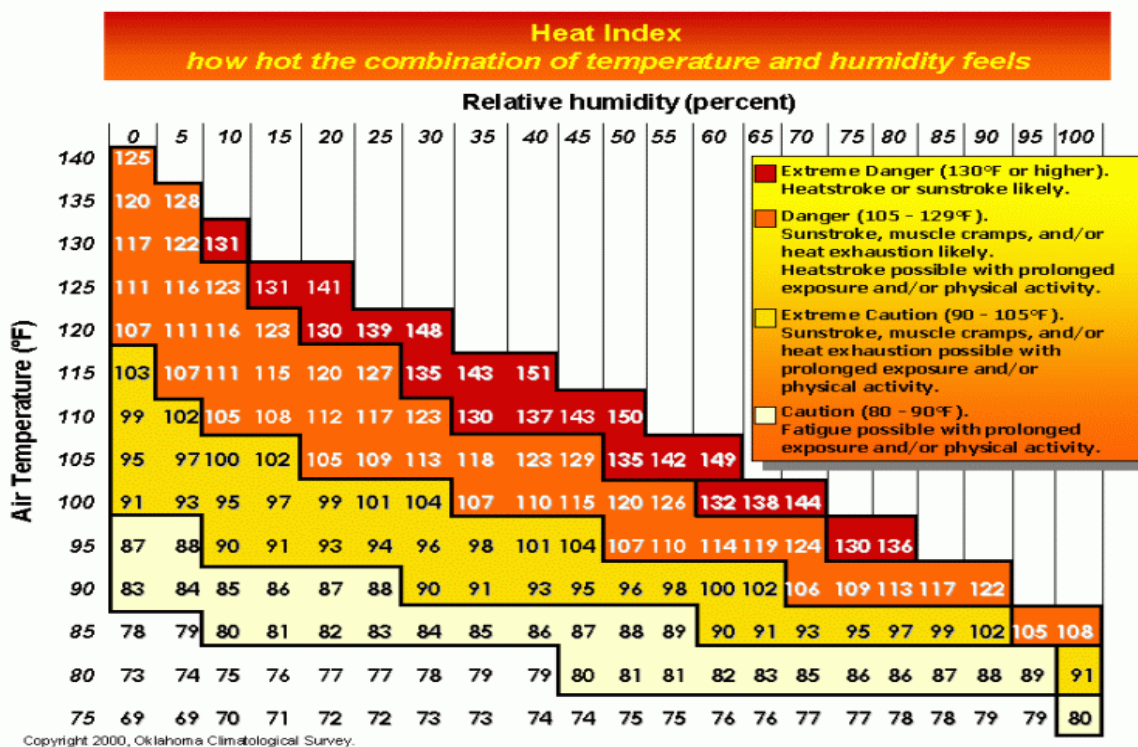
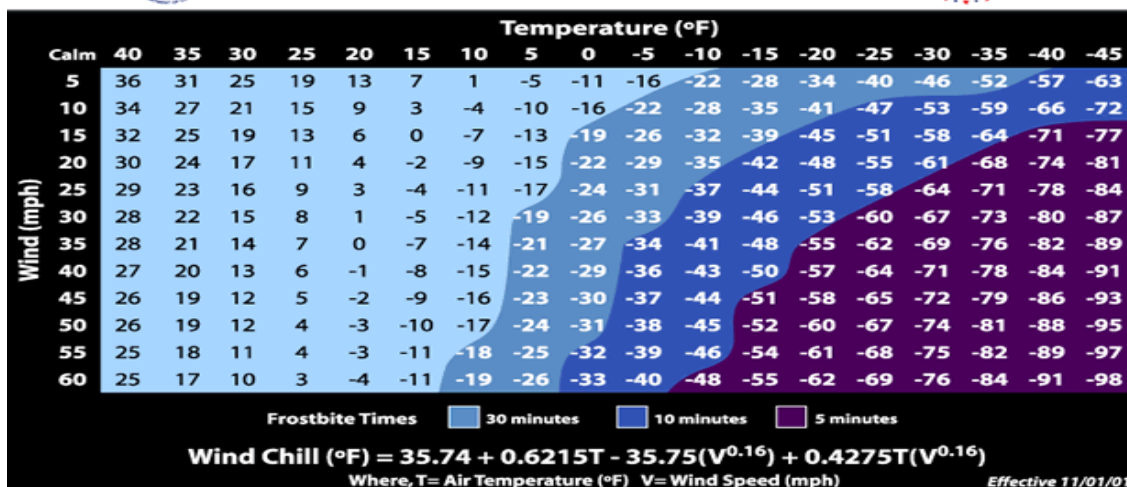
Upon employee's notification to supervisors of a non-work-related injury/illness/pregnancy, supervisors are required to notify the Occupational Health Nurse, Safety, and HRO. Consistent with law and appropriate regulations, The Employer agrees to develop an appropriately bargained policy to manage the placement of employees with non-work-related injuries/illnesses/ pregnancy to accommodate documented physician's work restrictions.

Section 12.13 -- Wounded Warrior:

Consistent with law, rule, and regulation, The Employer and The Association agree to utilize the guidance by the Wounded Warrior Act in continuing employment to those technicians returning from deployment with combat related injuries. Technicians must meet the criteria of The Act to be considered a qualifying technician. Qualifying technicians may continue fulltime employment with the Pennsylvania National Guard as a Non-Dual Status (NDS) technician as long as the disability does not prevent or disqualify the technician from performing the duties and functions of the NDS position.



NWS Windchill Chart



Article 13

Environmental Differential Pay (EDP)

Hazardous Duty Pay (HDP)

Section 13.1 -- Policy:

The Employer and The Association have as their objective the elimination or reduction to the lowest level possible all hazards, physical hardships, and working conditions of an unusually severe nature. When The Employer's action does not overcome the unusually severe nature of the hazard, physical hardship, or working condition, an environmental or hazardous differential may be warranted. TAGPA TPR 550 (HDP/EDP Plan) outlines specific issues for the Pennsylvania National Guard, as permitted by 5 CFR Part 532.511 and Part 550.901 and Appendix A – 5 CFR Part 532 Subpart E.

Section 13.2 -- Coverage:

A. Environmental Differential Pay (EDP) is applicable only to wage technicians.

B. Hazardous Duty Pay (HDP) is applicable only to general schedule technicians. HDP may not be paid to a technician when the duty has been taken into account in the classification of the technician's position, unless the circumstance of the specific hazards of physical hardships has changed from those identified in the controlling position description.

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

D. When it is determined by the senior supervisor that an administrative dismissal is to be granted, the technician whose services are required and must remain at the work location will be authorized EDP/HDP consistent with the appropriate regulations and duties actually performed.

E. The supervisor will brief the employees annually of EDP/HDP situations at their work site(s). All supervisors, managers and employees must ensure that safety practices and acceptable work procedures are followed. In instances where application of those practices and procedures cannot adequately alleviate a hazardous situation, the supervisor or manager will take positive steps to report the request to establish an HDP/EDP situation. The supervisor must examine the situation, provide recommendations, and forward the request through supervisory channels to the HRO office. Supervisors and managers do not have the authority to approve or disapprove a request to establish a payable HDP/EDP situation.

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.

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 Association through The Employer, and by individuals or groups of technicians by recommendations through supervisory channels to The Employer for consideration. The Association 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.

D. The Association and The Employer acknowledge the individual's right to seek review of National Guard Bureau decisions concerning EDP/HDP matters.

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 Association 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 Association will be consulted prior to its removal.

Section 13.5 -- Payment of Environmental Differential:

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

B. Supervisors will certify pay differential for payment to the servicing 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 -- Appeals of EDP/HDP Decisions:

An appeal of a denial of an EDP/HDP situation will be initiated as a step 4 grievance in accordance with the LMRA. A grievance of this nature will only be initiated after The Employer and The Association review the situation.

Section 13.7 -- 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 under the applicable portion of 5 CFR Part 532.511 and Part 550.901 and Appendix A – 5 CFR Part 532 Subpart E.

Article 14

Position Description and Classification

Section 14.1 -- Scope of Employment:

A. 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. The technician position description prescribes work relationships, scope, principle duties, qualifications required, related experience and training requirements, and training standards. Technicians may, from time to time, be required to perform duties other than those reflected as principal duties of the position description. Consequently, each position description contains the statement, "Performs other duties as assigned." Generally, such tasks are related to the technician position requirements and qualifications, and are of an incidental nature. 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 necessarily limited to: work during emergency situations; work to support the unit mission; work when temporarily assigned to a remote duty site; or when work specified in the position description is not available.

B. The Employer agrees that normally other duties as assigned should not relieve other positions descriptions, including those of reservation maintenance and the state union of its principal duties whether the position is vacant or has an incumbent.

Section 14.2 -- Change in Position Description:

A. Changes in a position description will be made available to and discussed with the technician concerned. Supervisors will assist technicians in obtaining an explanation as to 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 of the position. The technician will be notified in advance when an action is to be taken which will have an adverse effect on pay or status.

B. The Employer will exercise its efforts in good faith, subject to mission requirements, to avoid establishing additional duty requirements that would discriminate against bargaining unit technicians.

Section 14.3 -- Appeals:

A technician has the right to appeal the classification of the position to which officially assigned. A technician desiring to file a classification appeal shall first discuss the matter with the first-line supervisor. An Association representative may be present at the meeting if the technician so desires. The technician may present the classification appeal or may select a representative to assist in preparing the written appeal. The Human Resources Office (HRO) shall advise and assist technicians on procedural aspects of filing classification appeals, as outlined in Code of Federal

Regulations (CFR), Part 511, Subpart F, for general schedule positions; and CFR, Part 532, Subpart G, for prevailing rate system (wage grade) positions.

Section 14.4 -- Review of Position Descriptions:

A. The Employer and The Association 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. As a minimum, a technician's official position description will be reviewed every other year, and be annotated on the technician's Supervisor/Employee Brief. Changes to an official position description may be initiated by the technician in coordination with the supervisor or by the supervisor. The proposed changes must be forwarded to the HRO for review and approval. The HRO will respond in writing to all requests for local changes to position descriptions. Situations, which cannot be resolved at the local level, will be forwarded to the HRO for assistance. The Association will be involved in the process, consistent with Federal statutes.

B. OPM grading standards will be provided to The Association upon request.

Section 14.5 -- Position Classification:

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

B. The Employer agrees to inform The Association as soon as possible when significant changes will be made in technician duties and responsibilities such as:

- (1) Position description changes;
- (2) Re-organizations; or
- (3) Revised classification standards.

C. The Employer agrees to afford The Association an opportunity to review the reclassifying of bargaining unit positions prior to implementation.

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 accomplishing Performance Plans, Interim Reviews, Closeout Assessments, and Annual Appraisals will be in accordance with the appropriately bargained TPR 430 and the provisions of this agreement.

Section 15.2 -- Responsibilities:

A. Supervisors.

(1) Meet with each subordinate technician to receive their views in establishing a Performance Plan and Critical Elements (Job Objectives) of their position. Performance Plans 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 actual Performance Plan and Critical Elements (Job Objectives) for the position. The Performance Plan may include, but not limited to, quality, quantity, timeliness or manner of expected performance and SMART techniques.

(2) Meet periodically, but not less than three times per rating cycle (Performance Plan, Interim Review and Annual Appraisal). Supervisors will ensure that employees are aware of the opportunity and allow reasonable time during the duty day for them to provide a Self-Assessment in the completion of Interim Reviews, Annual Appraisals, and Closeout Assessments. These meetings will be annotated on the Supervisor/Employee Brief and initialed by the employee.

a. Annual appraisals will be completed by supervisors NLT 31 OCT and interim reviews NLT 5 APR as per TPR 430.

(3) The minimum time for an Annual Appraisal is 120 cumulative days in an active technician status during the appraisal cycle (1 Oct - 30 Sep).

(4) A technician who has been placed in a light duty status in excess of 30 days will have their current Performance Plan reviewed. Supervisors will ensure proper coordination with the Occupational Health Nurse/Safety. Necessary revisions will be made to ensure compliance with documented physical limitations and annotated on the technician's Supervisor/Employee Brief. An appraisal must be accomplished at the end of a normal rating cycle.

(5) Use only approved Performance Plans to assess an employee's performance. Conduct will not be used to assess an employee's performance.

B. Technicians.

(1) Participate in and provide input in the development of Performance Plan and Critical Elements (Job Objectives) for their position.

(2) Advise their supervisor when there is a need to revise Performance Plan and Critical Elements (Job Objectives) at any time during the appraisal period.

(3) Technicians may request to meet with their supervisor during the rating period to review their performance as compared to the established Performance Plan.

(4) If work requirements change after the Performance Plan has been established or if for any other reason it is determined that modifications need to be made to the technician's Performance Plan, such changes should be accomplished in accordance with section 15.2A(1), above.

Section 15.3 -- Personnel Actions Based Upon Performance:

A. Within-Grade Increase (WGI) -- To be eligible for a WGI, overall performance must be at the Fully Successful level or higher (3, 4, or 5), as reflected in Performance Appraisal Application.

B. Awards -- Technicians demonstrating an overall level of performance that exceeds the Performance Plan (3.51 or higher) will be recommended by their immediate supervisor for an award under the technician incentive awards program.

C. Training -- It is recognized that training is a valuable means of assisting technicians in improving performance. Counseling sessions between supervisors and technicians may result in the identification of specific training needs. Recommendations for training should not be limited to less than the fully successful performer, but may be made available to assist a technician to achieve a higher level of job performance and proficiency. Thus, training may be remedial or developmental and may be applicable to developmental and journeyman level positions.

D. Once a year PA State Council and HRO shall meet on a mutually agreed upon date, to review both ratings and incentive awards listings of Bargaining Units, Managers and Supervisors.

Section 15.4 -- Unacceptable Performance:

A. If the technician's overall rating of record score is 1 in any one of the Critical Elements (Job Objectives) of the Performance Plan, the technician will be considered for personnel action based upon unacceptable performance. Personnel actions taken as a result of an unacceptable performance appraisal process, which includes a period under a Performance Improvement Plan (PIP), may include reassignment, change to lower grade, or possible removal. Performance during this process will be considered as marginal for WGI purposes, thus precluding the award of a WGI during this period of counseling 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. Sessions will include recommendations for corrective actions assistance, examination of available training options, and other support which may be available for the technician to attain and maintain a Fully Successful level of performance.

C. Corrective action discussions held during performance counseling sessions will include the establishment of timetables for the technician to achieve 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 90 – 120 days, except in cases where training requirements extend the time period), the technician has not shown progress toward achieving Fully Successful performance, the supervisor may elect to proceed with one of the available personnel actions identified within this section.

Section 15.5 -- Definitions:

A. Appraisal Period – The period of time, normally 1 year but not less than 120 cumulative days, for which a technician's performance will be appraised, using appraisal cycles as explained in TPR 430 and current LMRA.

B. Appraisal – The process by which technicians are informed of how their performance compares against established Performance Plan (standards), resulting in a final performance appraisal at the end of the established appraisal period.

C. Rating Official – A representative of management, usually the immediate supervisor, who is approved by The Employer to evaluate and assess employee performance on Critical Elements (Job Objectives) and for evaluating the technician based on a pre-established, mutually understood Performance Plan.

D. Higher Level Reviewer (Approving Official) – The individual in the technician's chain of command who is the Rating Official's immediate supervisor or a higher level official above the Rating Official designated as approving official.

E. Performance Plan – All of the written, or otherwise recorded, performance elements that set forth expected performance. A Performance Plan must include all Critical Elements (Job Objectives) and their performance standards. It also may include additional performance elements and their performance standards, if any.

F. Special Purpose Rating of Record – Used only when conducting an evaluation directly linked to an approved Performance Improvement Plan (PIP). If, as the result of a PIP, an employee improves his or her performance above the unacceptable level for a sustained period of time (no less than 30 calendar days), the supervisor (or Rating Official, if different) shall recommend an additional rating of a Level 2, Marginal rating. Upon successful completion of a PIP, the WGI will be made retroactive to the date technician would have received his/her WGI.

G. Closeout Assessment – A narrative description of an eligible employee's performance under an approved Performance Plan when a change in position results in a new supervisor or prompted by a personnel action.

H. S.M.A.R.T. – Specific, Measurable, Aligned, Realistic/Relevant, Time. "SMART" is a framework for developing (and evaluating) Critical Elements (Job Objectives).

I. Weight – The relative prioritization of Critical Elements (Job Objectives) in a Performance Plan. No Critical Element may be weighted less than 10 percent or more than 60 percent. Weighted Critical Elements must total 100 percent. If Critical Elements are not weighted they are considered all equal. If Critical Elements were weighted, the weights are applied to the adjusted rating. These weighted scores shall be added together to obtain the overall average score. Critical Elements may be weighted to reflect relative priority of the elements included in the Performance Plan.

**For informational purposes only*

J. Rating of Record:

AVERAGE RATING RANGE	RATING OF RECORD	RATING OF RECORD DESCRIPTOR
4.51 to 5.00	5	Outstanding
3.51 to 4.50	4	Excellent
2.51 to 3.50	3	Fully Successful
2.00 to 2.50	2	Marginal
1 on any critical element	1	Unacceptable

**For informational purposes only*

Section 15.6 -- Ad Hoc Review and Appeals:

A. Ad Hoc Review

(1) If an employee does not agree with their performance rating, the employee or their representative will notify the immediate supervisor in writing within 10 work days from the receipt of their appraisal. The supervisor, through the technician's hierarchy, will notify the Directorate or Wing Commander within 10 work days.

(2) The Directorate or Wing Commander will form an Ad Hoc Review Panel and provide the HR-LR with a list of panel members within 10 work days.

(3) Ad Hoc Review Panel will consist of:

a. Two voting Management representatives outside of the Technician's hierarchy. The senior management representative will be responsible for all panel proceedings (notification to the employee and supervisor of time and location, as well as, reporting back to the Directorate or Wing Commander).

b. Two voting Association representatives (appointed by the Association) who are not representing the employee.

(4) Steps in conducting an Ad Hoc Review:

a. The panel will meet with the employee to hear the employee's issues and concerns about their rating and why it should be changed.

b. The panel will then meet with the employee's supervisor at which time the supervisor will justify the given rating.

c. The panel will recommend whether the rating of record should stand or be changed, and what the specific changes should be by majority vote. In the event of a tie, the appraisal stands as written.

d. The Ad Hoc Review Panel's recommendation will be presented in writing within 5 work days to the Directorate or Wing Commander. The Directorate or Wing Commander will notify the employee, employee's supervisor and HR-LR using the HRO Form 7.

e. The employee can concur or non-concur on the HRO Form 7 with the Ad Hoc Review Panel's recommendation within 10 work days.

f. If the employee non-concurs at that time they can initiate an official appeal letter to HR-LR/ER within 10 work days.

g. If the employee concurs with the Ad Hoc Review Panel's recommendation, any necessary changes to the appraisal will be made by contacting HR-LR/ER.

(5) Bargaining unit employees will be afforded representation during all phases of the Ad Hoc Review process.

(6) HRO will provide regulatory and system oversight.

(7) The result of the panel shall be forwarded to the employee's representatives.

(8) All timelines may be extended if mutually agreed upon in writing by both parties.

B. Appeals

(1) A technician desiring to file an appeal will forward a written request in letter format. The appeal must be filed within 10 work days from the date the technician non-concurs with the Ad Hoc Review results. As a minimum, the appeal request will contain the following information:

a. Name of the technician filing the appeal.

b. Organization.

c. The appraisal being appealed, to include the time period covered by the appraisal.

d. Information which serves as the basis for an appeal, to include reasons why the appraisal should be changed.

e. Date the notice of appraisal was received by the technician.

f. Technician's representative, labor organization or other, if so requested by the technician.

(2) Appeals must be addressed and forwarded to:

TAGPA-HRO-ER

ATTN: Chairman, State Review & Appeals Board
Department of Military and Veterans Affairs, FTIG
Annville, PA 17003-5002

(3) The Adjutant General will issue the 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.

(4) The performance appraisal itself is the only situation, which may be appealed and therefore is not grievable under the negotiated grievance procedure herein.

Ad Hoc Board Results

MEMORANDUM FOR {Technician Name and Work Location}

SUBJECT: Ad Hoc Review Board Results for {Technician Name}

1. On {Date} an Ad Hoc Review Panel was formed to hear employee issues and concerns regarding their performance rating for appraisal year {Year} , Appraisal ID {Number}. Below are the agreed upon changes of the Ad Hoc Review Panel's decision.

Job Objective	Current Rating	Change Rating to Read	Current Rating Official Assessment	Change Rating Official Assessment to Read

2. Please circle the appropriate decision below, sign and return to the undersigned. If you have any questions or concerns please contact me at {Phone Number / Email}

{Directorate or Wing
Commander Signature Block}

☐ CONCUR / ☐ NON-CONCUR with this decisions.

{Technician Name}

{Date Technician Signs}

Article 16 Incentive Awards

Section 16.1 -- General:

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

Section 16.2 -- Program Objectives:

A. 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.

B. Incentive Award Fund Managers, both Air and Army, need to monitor available incentive award funds to ensure money is available throughout the entire fiscal year for deserving individuals who are nominated to receive incentive awards.

Section 16.3 -- Types of Incentive Awards:

- A. Suggestions
- B. Inventions
- C. Special Act or Special Service
- D. Superior Performance (SP) – SP-Cash/SP-Time Off

(1) Regardless of funding availability if a technician rates a superior performance every effort should be made to recognize and encourage those employee's in writing.

(2) For eligible employees - as a courtesy supervisors may ask employee preference regarding cash or time off.

- E. Quality Step Increase (QSI)
- F. On-the-Spot Awards

G. Time Off Awards – Traditional

H. Length of Service Recognition

I. Honorary Awards & Other Methods of Recognition

J. Letters of Commendation or Appreciation

Section 16.4 -- Program Administration:

A. The parties agree that the details outlining the purpose, scope, and administrative procedures relating to the Incentive Awards Program are published in the appropriately bargained TPR 451 and further defined, as pertains to members of the bargaining unit, in this article. The availability of funds will determine the extent of monetary awards.

B. In the event TPR 451 is revised during the term of this agreement, The Employer agrees to conduct appropriate bargaining with The Association on matters concerning the Incentive Awards Program which may impact on this agreement.

Section 16.5 -- Incentive Awards Committee:

An incentive awards committee will be established by The Employer and will serve all technicians in the State for suggestions, inventions, special act or service, honorary awards requiring Adjutant General approval. The Employer agrees to establish a committee that will consist of equal representation from The Association and The Employer. The Association will submit nomination for committee membership upon request. The chairperson will be appointed by The Employer. The Employer will provide copies of the minutes to The Association.

Section 16.6 -- Suggestion/Invention Awards:

USAF Idea Program - ANGI 38-401

Also includes provisions from: NGB TPR 451 - DoD 1400.25-M

Article 17

Merit Promotion and Placement Opportunities

Section 17.1 -- Policy:

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

B. The procedures addressed in this article are limited to merit promotion and placement opportunities to and within the positions covered by this agreement and as outlined in the appropriately bargained TAGPA TPR 335.

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 whom 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 -- Equal Employment Opportunity:

The continuing program of equal employment opportunity in the Pennsylvania National Guard insures that:

A. All technician personnel actions and employment practices are based solely on merit and job related factors.

B. Participation in activities and use of facilities and services will be on a fair and equitable basis.

C. Complaints of discrimination on the grounds of race, color, religion, gender, age, sexual orientation or national origin are given prompt and fair considerations. Every effort will be made to provide for just and expeditious disposition of each complaint. The Association will be afforded their Statuary rights under settlement agreements.

D. Persons who complain of alleged discrimination or who participate in the presenting of such complaints are unimpeded and free from restraint, interference, coercion, discrimination, or reprisal.

Section 17.4 -- Position Announcements:

All positions will be advertised through USA Jobs containing the minimum information indicated below and distribution will be made throughout the area of consideration.

A. Announcement number. Position title, position description control number (PDCN), series and grade, and salary range.

B. Type of appointment. Excepted or competitive (non-dual status); competitive (non- dual status) position announcements require 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 for developmental positions or change in status without further competition (e.g., extension of NTE date or from indefinite to permanent).

F. Opening and closing dates.

G. Re-promotion consideration. Technicians who have been demoted from the grade and pay plan of the position vacancy in question 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 must 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, knowledge, skill, abilities, and other personal characteristics.

M. Brief description of duties.

N. Appropriate medical screening requirements established for the position.

O. Appropriate position sensitivity/security clearance requirements.

Section 17.5 -- Announcements and Areas of Consideration:

A. Announcements.

(1) All Technician vacancy announcements will be advertised through USA Jobs

(2) Technician vacancy announcements for merit promotion and placement opportunities will have a minimum open period of 14 calendar days.

(3) Technicians on leave, in school or training status, or absent from their normal work location for any other authorized purpose during the open period, and who possess the qualifications for the announced position, will be notified by the immediate supervisor either directly or indirectly if:

a. The technicians have notified their immediate supervisor in writing to do so;

b. The technicians give the supervisors a list of jobs they would be interested in;

c. The technicians provide the supervisors the phone number where they can be reached. Supervisors will record the names of the people notified and the dates and times of the contacts.

(4) Non-Dual Status Announcements

a. Department of Defense requires the use of a Delegated Examining Authority to hire non-dual status positions based on DoD and Office of Personnel Management Delegated Examining Agreement. This authority applies to all authorized non-dual status technician positions in both the General Schedule and Wage Grade pay systems. The announcement for these positions is posted on USAjobs.gov for a minimum of 5 working days. The Delegated Examining Unit provides a copy of the announcement to the HRO for additional distribution. Hiring of these positions will be accomplished with the established merit placement plan and the LMRA.

b. If the non-dual status position vacancy is not filled under the provisions of subparagraph “a” above and the grade of the position will afford lateral or upward mobility to currently employed PA National Guard non-dual status employees, the position vacancy should be advertised limiting the area of consideration to currently employed PA National Guard non-dual status employees, only.

B. Areas of Consideration.

(1) Personnel from the following categories will comprise the areas of consideration:

CATEGORY 1. Qualified, currently employed technicians working at the location specified in the job announcement.

CATEGORY 2. Qualified, currently employed technicians of the Pennsylvania National Guard (Army and/or Air).

CATEGORY 3. Qualified current members of the Pennsylvania National Guard (Army and/or Air).

CATEGORY 4. Individuals who are currently serving in another branch of service who are willing to become members of the Pennsylvania National Guard.

CATEGORY 5. Individuals with Prior Service or No Prior Service who are willing to become members of the Pennsylvania National Guard.

(2) Once the technician vacancy announcement is closed, the HRO will review the qualifications of the applicants by category and will refer in category sequence only those individuals to the nominating official who meet the minimum qualifications for the position. The determination as to whether or not the applicant meets the minimum qualifications for the position rests with the HRO using the published qualifications as a guide.

(3) If there are more than 15 qualified applicants for each position, by category, a KSA board will be convened in accordance with Section 17.8, below. If there are five or less qualified applicants in Category 1, then the HRO will automatically consider all Category 1 and 2 applicants and refer all qualified Category 1 and 2 applicants to the nominating official for consideration.

(4) Applicants will be referred in sequence, Category 1, Category 2, Category 3, Category 4 and Category 5. If a position is announced using Categories 1, 2, 3, 4 and 5, the nominating official may then request Category 3, 4 and 5 sequentially, after interview of Category 1 and 2 applicants. The request to review Category 3, 4 and 5 applicants will be in writing to the HRO and must include an explanation of the reason the nominating official wants to look beyond Category 1 and 2 applicants.

(NOTE: This rule does not apply to re-announced positions) The nominating official

may, at this point, nominate any of the referred applicants from any category for the position. For example, if the nominating official nominates an individual from Categories 1 and 2, the referred applicants will be so advised. If the nominating official requests a referral of qualified applicants in Categories 3, 4 and 5, he will be required to interview each of these individuals, but he may nominate from any category of applicants. Once a nomination is made, all of the referred applicants will be advised by a Notification of Results (NOR) via USA Jobs as to who was nominated for the position. If a nomination is not made, the position may be reannounced.

(5) Nominating officials will not be told who is in the higher category until after they have interviewed all of the qualified applicants in the lower category.

(6) Any technician employed without competition (temporary direct hire technicians) will not be considered as meeting Category 1 and 2 status for the purpose of the area of consideration; they will be considered in Category 3. Any PAARNG technician employed as an Indefinite in a position for a special project that is not included in PA NGB vouchered employment authorizations will not be considered as meeting Category 1 and 2 status for the purpose of the area of consideration; they will be considered in Category 3. Technicians hired under these conditions will sign a form of acknowledgement before appointment.

(7) Re-announcements.

a. When a position is re-announced using Category 1 and/or 2 only, both Category 1 and 2 applicants will be referred. A KSA board will be convened if required.

b. When a position is re-announced using Categories 1, 2, 3, 4, and/or 5, all qualified applicants will be referred, except when a KSA board is required. A KSA board will be convened for each category of applicants as required (Category 1, 2, 3, 4 and 5 applicants). The top 15 of all categories will be referred simultaneously to the nominating official. (This is the only exception to KSA referral of 15 applicants).

(8) Temporary positions.

a. Temporary positions in excess of 365 days will be announced with the area of consideration as indicated in the category system reflected above.

b. Technicians employed without competition will not be considered as Category 1 or 2 applicants.

c. Regardless of the area of consideration from which applications are received, only qualified applicants will be certified and forwarded to the nominating official in category sequence.

C. Concurrent Technician/AGR Consideration. When a full-time ANG bargaining unit position may be filled by a technician or AGR, management may elect announcement in either status based upon available technician or AGR employment authorizations. In the exceptional event, when management desires concurrent consideration, request for technician fill will so state (cite this section of the LMRA). In that event, on board PaANG AGR personnel may apply against the technician announcement. Those on board PaANG AGR Airmen meeting the technician qualifications will be referred with the appropriate Category 1 (onboard AGR Airmen at the air base of the vacancy) or 2 (other onboard PaANG AGR Airmen).

Section 17.6 -- Exceptions to Competition:

This provision provides examples of exceptions (not all inclusive) to competitive procedures:

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

B. Placement of over graded technicians entitled to grade retention as a result of RIF, reclassification, or management (Employer) directed non-disciplinary change to lower grade. Grade retention expires after two years.

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

D. Re-promotion consideration to a grade previously held or an intervening grade from which a technician was demoted without personal cause and not at the individual's own request.

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

F. Management or voluntary reassignment of technicians to positions in the same grade and pay plan and having no promotion potential. Consideration will be given to the impact such actions may have on the potential upward mobility for other technicians. There is no obligation to the agency to grant a request for voluntary reassignment. The Employer will provide a valid reason for management reassignment in accordance with the appropriately bargained TAGPA TPR 715.

G. Position changes resulting from application of re-alignment, re-organization or RIF procedures.

H. Detail to a higher graded position not to exceed 120 days, where a SF 52 is initiated.

I. Selection of a former technician from the reemployment priority list for a position at the same or lower grade than the last one held.

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

Section 17.7 -- Priority Placement of Technicians under Grade Retention:

A. Technicians under grade 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 retention status, the nominating official will be given a list of eligible technicians from which to make a nomination.

C. Technicians normally serve in a grade retention status for a period of two years, unless terminated by competent authority. Upon expiration of grade retention (two years), the technician may be continued in pay retention and will receive priority (re-promotion) consideration in accordance with section 17.4G, above, and the CFR.

Section 17.8 -- Evaluating and Ranking Candidates:

When there are 15 or more qualified candidates for each position, the HRO will evaluate and rank candidates following the knowledge, skills, and abilities (KSA) ranking procedures. These procedures are delineated in TAGPA TPR 335.

Section 17.9 -- Referral of Candidates:

A. Following the evaluation of candidates, the HRO will refer the qualified candidates to the nominating official in category sequence. Candidates will be listed alphabetically using a referral and nomination certificate. In cases where the KSA ranking panel procedure is used, the top 15 qualified candidates will be referred. Ties will be included with the other referred candidates.

B. The HRO will advise those individuals who did not meet the qualifications required for the position by a Notice of Result (NOR) message via USA Jobs.

Section 17.10 -- Nominating Procedures:

A. The nominating official is entitled to nominate or non-nominate any referred candidate.

B. The nominating official will provide for a fair and impartial interview of each eligible candidate on the referral and nomination certificate who is available for interview. This provides another means of evaluating and comparing and give eligible a chance to discuss the position and their qualifications.

C. All eligible applicants listed on the referral and nomination certificate will be interviewed (if at all possible) and considered. Any of these eligible applicants may be nominated based upon:

(1) The nominating official's comparison of the knowledge, skills and abilities of each;

(2) The nominating official's judgment concerning the best qualified for the position to be filled; and

(3) Due consideration of the potential to advance.

D. If the nominating official elects not to nominate an individual from the latest referral list, the certificate will be returned to the HRO with comments as to why a nomination was not made.

E. Applicants listed on the referral and nomination certificate will be notified of the name of the individual nominated to fill the position through a Notice of Result (NOR) message via USA Jobs.

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

G. After a technician has initiated a grievance, The Employer agrees to permit the technician's representative to review the applicant's documents and records, sanitized to conform with the requirements of the Privacy Act, relative to placement action for the position for which applied.

H. The Employer will maintain merit placement action records, for a period of two years, in a manner, which will allow for reconstruction of said placement action. When a grievance has been initiated concerning a placement action, merit placement records relating to the grieved placement action will be retained until the matter is settled.

Section 17.11 -- Details:

Details will be kept to a minimum using good management practice. Details will be established in accordance with Merit Promotion and Placement Plan and the LMRA. Any changes to this plan will be appropriately bargained with The Association.

Section 17.12 -- Temporary Promotions:

Temporary promotions will be accomplished in accordance with the established Merit Promotion and Placement Plan and the LMRA.

Section 17.13 -- Revisions to TAGPA TPR 335:

The Employer and The Association agree to conduct appropriate bargaining for changes or revisions to TAGPA TPR 335, Merit Promotion and Placement Plan.

Section 17.14 -- Access to TAGPA TPR 335:

Any technician, upon request, will have access to TAGPA TPR 335.

Article 18

Procedures of Reduction in Force

Section 18.1 -- General:

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

B. The following actions do not constitute a RIF.

- (1) Separation of technicians who fail to accompany a transfer of function.
- (2) Management reassignment of a technician to a vacancy at the same grade or representative rate.
- (3) Termination of temporary 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 days or less.

C. Definitions: Re-alignment, Re-organization, Transfer of Function, Furlough, and Function are as defined in Title 5, CFR Part 351.203 and OPM Guide to Processing Personnel Actions, Chapter 21.

- (1) **Re-alignment** is the movement of an employee and employee's position when:
 - a. An organization change occurs (such as re-organization or transfer of function).
 - b. The employee stays in the same agency, and
 - c. There is no change in the employee's position, grade or pay.

NOTE: For changes in pay, including locality pay, see Chapter 17, Guide to Processing Personnel Actions.

(2) **Re-organization** is the planned elimination, addition, or redistribution of functions or duties in an organization.

(3) **Transfer of Function** takes place when a function ceases in one competitive area and moves to one or more other competitive areas which do not perform the function at the time of transfer. The gaining competitive area may be in the same or a different agency. An employee who is identified with the transferring function has the right to transfer only if faced with separation or downgrading in the competitive area that is losing the function. The losing competitive area may use adverse action procedures to separate any employee who chooses not to transfer with his or her function to a different local commuting area. If the transfer of function results in a surplus of employees in the gaining competitive area, all employees who elected to transfer with the function compete under RIF regulations for positions in the gaining organization.

(4) **Furlough** means the placement of an employee in a temporary non-duty and non-pay status.

(5) **Function** means all or a clearly identifiable segment of an agency's mission (including all integral parts of that mission), regardless of how it is performed.

Section 18.2 -- Policy:

A. A RIF will be accomplished in accordance with applicable laws, regulations and the appropriately bargained procedures outlined in the TPR 351, as modified by specific terms of this article.

B. The Employer will designate the specific area for RIF after consultation with the Association.

C. The Employer agrees to consider all reasonable actions to avoid or minimize the impact of a RIF. 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 budgetary restraints, to retain technicians affected by a RIF to prevent separation. A technician on a retention register in a competitive level not released from their position may voluntarily accept a change to lower grade if that change would lessen the impact on another technician released from their competitive level, with grade/pay retention IAW applicable rules.

D. Minimally qualified technicians selected under merit placement actions shall be afforded the first rated appraisal cycle to become acclimated to the new performance plan. Supervisors will provide an overall rating of not less than three to the employee during the first rated appraisal cycle.

E. The Employer agrees that during military unit realignment or re-organization that impacts a technician work force, The Employer will endeavor to ensure that the technician re-alignment and re-organization will coincide with the military unit re-alignment and re-organization.

Section 18.3 -- Employer Responsibilities:

The Employer agrees to conform with applicable laws and regulations and to:

- A. Merit placement process will be used when applicable.
- B. Aggressively pursue placement for all employees.
- C. After review by The Association, The Employer and The Association agree to provide briefings as appropriate to keep all employees informed.
- D. Afford the affected employees all available applicable formal and informal training to facilitate conversion into the function.
- E. Notify The Association of an impending RIF action, i.e. re-organization, re-alignment, transfer of function, etc, as soon as reasonably possible and prior to notification of the technicians affected. The Employer further agrees to provide a detailed explanation of the procedures which will be used for implementation of the RIF. In the event of a furlough of 30 days or more due to emergencies, e.g., shutdown due to natural disaster or lapse of government funding, the notification may be less than 10 workdays, but will be as soon as reasonably possible.
- F. Allow The Association a reasonable opportunity to review the implications of the RIF and respond not later than 10 workdays with recommendations.
- G. Meet with The Association to explain the need for a RIF and the procedures to be used for implementation.
- H. Provide briefings, as appropriate, to keep the technician work force informed.
- I. Assure that applicable regulations are available for review by The Employer, The Association, and technicians concerned.
- J. Review criteria to determine the need for a major RIF and provide applicable counseling.
- K. Develop an aggressive placement program for adversely effected technicians.

Section 18.4 -- Competitive Area:

A. The Employer agrees to discuss with The Association at the time of notice of a RIF and accept input in establishing competitive areas to be used. The agreed upon competitive area will then be announced by The Employer in 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.

B. Establishment of competitive area must consider RIF objectives and enable the organization to meet mission requirements.

Section 18.5 -- Competitive Level:

A. A competitive level consists of all positions within a competitive area which are in the same grade, same type of service (excepted or competitive 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 Human Resources Office (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. Excepted technicians (dual status technician) requiring military membership will not be placed in the same competitive level as competitive (non-dual status) technicians (not requiring military membership).

E. Supervisory positions will not be placed in the same competitive level as non-supervisory positions.

F. A non-bargaining unit technician will not compete with a bargaining unit technician for placement to a vacant bargaining unit position when the former rendered an appraisal which has impact on retention standing on the latter and both would subsequently appear on the same retention register.

G. A non-bargaining unit technician whose position is being eliminated will not compete for a vacant bargaining unit position with a bargaining unit technician being eliminated if the former rendered an appraisal which is part of the retention standing equation on the latter.

H. During RIF processes, management will make every attempt to place bargaining unit technicians in bargaining unit positions consistent with funding restrictions, prior to placing other employees.

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 1, 2, and 3. The technician's correct tenure group is shown in Item 24, SF 50. Tenure groups are defined as follows:

TENURE GROUP 1

Excepted Service (dual status)

Includes permanent technicians whose appointments carry no restriction or condition such as conditional, indefinite, or special time limitation, or trial period.

Competitive (non-dual status) Service

Includes technicians serving under career appointments who either have completed initial appointment probation or are not required to serve initial appointment probation.

TENURE GROUP 2

Excepted Service (dual status)

Includes technicians who are serving trial periods, or whose tenure is equivalent to career-conditional tenure in the competitive service in agencies that use that type of appointment system.

Competitive (non-dual status) Service

Includes technicians serving under career- conditional appointments, and career employees serving initial appointment probation.

TENURE GROUP 3

Excepted (dual status) Service

Includes technicians whose tenure is indefinite; that is, without specific time limitation, but not actually or potentially permanent, or with a specific time limitation of more than one year; also, technicians who, though currently under appointments limited to one year or less, complete one year of current continuous employment.

Competitive (non- dual status) Service

Includes indefinite technicians, technicians under temporary appointments pending

establishment of registers, technicians under term appointments, technicians in status quo, and technicians under any other non-status/non-temporary appointments.

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

(1) Average of latest three (3) official technician performance appraisals (1 to 5 points). Technicians with the latest appraisal of unacceptable will be placed at the bottom of the retention register after tenure groups 1 and 2 are listed, regardless of number of points or earlier appraisals. Technicians who do not have three official appraisals on file will be credited with 3.02 points for any missing appraisals in the average. Technicians who restored from active military service will compete with an average of 3.02 points.

(2) Leave service computation date (SCD) as a tie breaker.

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

D. The Association will be given a copy of the retention register(s) established in conjunction with the RIF.

Section 18.7 -- Performance Appraisals:

A. A technician's last three official performance appraisals on file in the Defense Civilian Personnel Data System (DCPDS), on the date appraisals are frozen, will be used to determine retention standing. Scores for previous rating(s) are converted to the 5 tier system until technicians accrue 3 ratings under the new system. Old scores from the previous performance management system must be calculated to the new system using the table below:

Average Rating Range	Rating of Record	Rating of Record Descriptor
4.51 to 5.00	5	Outstanding
3.51 to 4.50	4	Excellent
2.51 to 3.50	3	Fully Successful
2.00 to 2.50	2	Marginal
1 on any critical element	1	Unacceptable

**For informational purposes only*

Performance appraisals that were due on or before the date appraisals are frozen, do not affect determination of the technician's retention standing. Appraisals will be frozen 60 days prior to the date the need for RIF is declared, unless another date is mutually agreed to by The Employer and The Association within 10 days of the date the need for RIF is declared.

B. The date appraisals are frozen, as outlined in 18.7A above, does not negate the continuing requirement of appraisals to be accomplished as they affect other non-RIF issues; e.g., WGs.

C. The Employer will normally establish a single, official, effective date of all specific RIF notices for each RIF in each separate competitive area.

D. 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 in the retention standing equation. Every reasonable effort will be made by all parties to expedite the appeal process to cause a final decision prior to RIF effective date.

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 3 are selected for release before any in groups 1 or 2, and all in group 2 before any in group 1. 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 accept voluntary retirement, if qualified.

C. The Employer will tender all available placement offers to those technicians affected by RIF in accordance with TPR 351 and other applicable rules. The burden of proof on applicability of other rules rests with the party raising the concern.

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

A technician may request early retirement under the following conditions:

A. When OPM has determined that such action is a major RIF, major re-alignment or major re-organization, or a major transfer of function is about to occur and authorize The Employer Voluntary Early Retirement Authority.

B. The technician is within the organizational element or geographic area(s) in occupation(s) designated for RIF.

C. During the limited time set by OPM.

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

E. The technician must have been on The Agency's rolls 30 calendar days before the date of The Adjutant General's request to OPM/NGB for the major RIF determination.

F. 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 5 years of civilian service.

(2) Regardless of age, completion of 25 years of creditable service, including 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 competitive level.

B. Specific notice. Before being released from competitive level, a technician 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 action to take place (e.g., separation, furlough, offer of change to lower grade, etc.).

(3) Title, grade, and salary of current position.

(4) Competitive area and competitive level designated.

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

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

(7) Reasons for any exceptions to retention order.

(8) Effective date of proposed RIF (other than 15 December 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 pay retention entitlements.

(12) Severance pay eligibility.

(13) Placement assistance 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 available technician positions to be offered will be within the Pennsylvania National Guard.

C. The technician is qualified for the position or can meet the prerequisites necessary to qualify for a minimum of training and has the capacity, adaptability, and basic skills needed for the position. Every effort will be made to facilitate placement, when vacancies are available, in accordance with the displaced technician placement right. This effort will be based on retention standing and the intent is to provide maximum flexibility for all aspects of the conditions of employment to the maximum extent allowable by applicable rules and regulations.

D. It has 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 1 and 2 technicians separated in a RIF. Upon receipt of a specific notice of separation, technicians will be placed on this list, but only if they have not declined an offer that preserves a non-temporary, full-time position in their present grade, step, or equivalent salary. Technicians will remain on this list for two 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 positions. 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 (335)) or other applicable rules.

Section 18.12 -- Appeals:

A. Competing technicians may appeal to The Adjutant General when they have received a specific notice of reduction in force, and they believe that The Employer incorrectly applied the provisions of TPR 351.

(1) An appeal may be submitted upon receipt of a specific notice, but no later than 30 calendar days after receipt of the specific notice.

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

Name:

SSN:

Position title, series and grade, and PDCN(position description control number):

Place of employment:

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

B. Extension on time limit. The Adjutant General may extend the appeal time limit when the technician indicates that there was no notification of a time limit and otherwise was not aware of it, or that circumstances beyond the technician's control prevented the filing of an appeal 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 Association.

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 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 or recall of the technician or 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 what could be termed “commercial activities” using civil service personnel. The Employer will notify The Association of its intent to contract out work which is traditionally performed by technicians and could result in a potential impact on official position description, reduction in force, transfer, or loss of function affecting employees in the bargaining unit. The Employer will take all possible actions to minimize the impact on affected technicians.

Section 19.2 -- Appropriate Bargaining:

When The Employer determines or is directed by a higher authority, that certain services/activities are to be accomplished by contracting out to outside agencies, The Association will be provided the opportunity to participate in appropriate bargaining the issue.

Section 19.3 -- Third Party Intervention:

The Association will be provided the opportunity to conduct appropriate bargaining in accordance with The Statute and Public Law. Any alleged violation of contracting out by management will be processed using the appeal procedures outlined in the current OMB Circular A-76.

Section 19.4 -- Employer Responsibility:

If an employee is affected as a result of The Employer’s option to contract out, The Employer will make every attempt to reclassify or reassign the employee for a job that he/she qualifies for, at the same grade, in accordance with The Statute and CFR’s.

Article 20

Training and 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 Association recognize the continuing need for additional training or retraining. Any technician training must be subject to need as determined by The Employer and availability of appropriate funds. Supervisors are responsible to forecast training requirements and ensure the participation of technicians in formulating training needs in a fair and equitable basis, so that all technicians have the opportunity to obtain training. Further guidance can be found in TPR 400.

Section 20.2 -- Training Programs:

The Employer is responsible for training programs as may be required to improve the efficiency of the Pennsylvania National Guard Technician Program. In developing these training programs, The Employer agrees to review plans with and consider recommendations from The Association.

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. Normally this training must take place within one year, however mitigating circumstance may warrant extension, NTE 2 years. Technicians will attend training in technician status when the training relates more to their technician than their military duties, when it consists of developmental courses primarily designed for civilian employees, or when such attendance is to develop them in their civilian/technician status. Courses that lead to the award of an AFSC or MOS or which from a prerequisite for a technician's military assignment, will generally be attended in military status, if resources are available as outlined in each FY ANG and ARNG guidance. When the course relates equally to military and technician duties, attendance may be in either status as determined by The Employer or designee; consideration should be given to cost avoidance.

Section 20.5 -- Notification of Training Availability:

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

B. Non-funded available schools may be requested with attendance at the discretion of The Employer.

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

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

Section 20.7 -- Training Requirement for Technician Position:

When training and education is the requirement of the technician position, time will be allotted, without distraction, during the duty day in order for affected technicians to focus completely on the training.

Section 20.8 -- Military Service Schools:

National Guard Technicians may not attend military technical training schools in technician status.

Section 20.9 -- Licensing of Equipment:

The Employer and The Association agree that all Directorates, where required, will have a training and licensing program for technicians on equipment that cannot be licensed through military programs (units/wings). Affected areas will ensure proper training and licensing for technicians IAW applicable DoD, Army, and Air regulations on these pieces of equipment.

Section 20.10 -- Continued Service Agreement (CSA):

Pennsylvania National Guard (PNG) requires an employee to sign a CSA for certain courses funded by the Government. Prior to an SF 182 being approved, employees will be made aware of whether or not a CSA will be required. PNG will require employees who do not fulfill the terms of the CSA to reimburse the agency for training costs such as: course tuition, books and materials, other fees, travel and per diem, and other administrative costs.

Article 21

Travel and Temporary Duty

Section 21.1 -- Per Diem:

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

B. Technician travel orders will be issued when technicians are given work assignments at locations where the combination of actual hours of work and travel time exceeds 12 hours.

Section 21.2 -- Travel Notification:

Prior to a planned mission in a technician status away from home station, affected personnel shall be briefed by appropriate management representatives as soon as known, but no later than five days prior to the technician's departure. However, mission requirements may dictate shorter notifications. The briefing will include, but not be limited to, areas concerning pay, allowances, types of travel, types of quarters, types of leave used, use of credit cards and acceptance of them at the TDY location, and the names of supervisors in charge of all aspects of the mission. Under conditions of an operational emergency requiring deployment, whenever possible, technicians will be afforded a 72-hour advance notice. Volunteers will be requested and considered in all such operations.

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 provide transportation between the duty station and quarters when required for accomplishment of the mission. Per diem may be authorized and will be provided consistent with the JTR Volume 2.

B. If a technician claims quarters are severely inadequate and not in accordance with established regulations, the supervisor will investigate the complaint. The results of this investigation inquiry will be given to the technician and The Association, as required, and The Employer will notify the installation of their inadequate quarters and inform The Association of the remedy.

Section 21.4 -- Work Performance:

A. Technicians shall notify their supervisor if an unsafe condition exists. When determined by the supervisor, 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. A log of hours will be kept by the technician and verified by the instructor or on-site management official.

Section 21.5 -- Credit Cards (Government Charge Card Program):

A. All technicians are required to participate in the Government Charge Card Program unless excused from the program by their immediate supervisor and the Agency Program Coordinator.

B. Cash to pay for costs associated with the temporary duty may be obtained from automated teller machines (ATMs). The Employer will publish guidance regarding authorized amounts that may be obtained from ATMs and authorized use of the government charge card via TAGPA Circulars and National Guard Regulations.

C. If unavoidable circumstances preclude use of the government charge card to obtain ATM advances, the Employer agrees to provide advance per diem through electronic fund transfer (EFT) to the technician. Justification to support the issue of other than ATM advances will be prepared by the technician through the immediate supervisor. Lead time required to issue other than ATM advances is 20 workdays.

D. Technicians who are exempt from the government charge card program for reasons other than card abuse can request travel advances. The Employer, with advance notice of 20 workdays, will process the request for the travel advance, but cannot guarantee that the technician will be in receipt of the advance prior to departure. In an emergency situation where 20 workdays notice cannot be provided by The Employer, a technician may still be required to perform such travel based on mission requirements, without the benefit of an advance travel payment. A technician may request a charge card if an advance per diem is not available and there is a reasonable amount of time to obtain a card; however, The Employer cannot guarantee the timely issuance of the card.

E. Technicians must submit a voucher (DD Form 1351-2) within 5 business days after a completed trip. The voucher will be created and signed in the Defense Travel System (DTS) and their government charge card will be paid directly. Their remaining entitlement will be deposited directly in the traveler's bank account.

F. Technicians have a responsibility to meet mission essential travel requirements. When all methods to provide sufficient travel funds, i.e., government credit cards, advanced travel funds, are exhausted and the technician still does not have required resources the technician may be released from travel duties for that particular travel requirement.

G. The Employer agrees to assist the technician when excessive time for disbursement of funds to the government credit card is delayed.

Section 21.6 -- Orders:

A. The Employer and The Association agree that the employee will not travel without appropriate orders, unless there is an emergency situation and the traveler obtains a “verbal” approval from HRO prior to traveling and a follow up email authorizing travel.

B. TDY/travel orders will be issued for duty performed away from the individual’s normal duty station when the duty day is expected to exceed 12 hours.

Section 21.7 -- Travel Options:

A. Technicians have the option of selecting their choice of transportation for Employer directed travel. If travel is directed by government vehicle, aircraft, auto, bus, etc., the technician is not entitled to reimbursement. If travel is scheduled by common carrier and the technician elects POV transportation, reimbursement will be made in accordance with applicable JTR Volume 2. Official travel time for technicians providing their own transportation will be the required time of the scheduled common carrier or the government furnished transportation. GSA usage should be maximized when travel to TDY location is by automobile.

B. Supervisors must evaluate the necessity of technicians performing travel on non-workdays and outside duty hours prior to directing travel during those periods. Every effort will be made to require travel only during normal duty hours. Circumstances of a compelling nature requiring travel outside normal duty hours will be reviewed by second level supervisor and will only be directed when no other alternative will accomplish the mission.

Article 22

Dues Authorization & Revocation Procedures

Section 22.1 -- Purpose:

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

Section 22.2 -- Technician Eligibility:

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

A. Have voluntarily authorized payroll deductions for payment of dues to The Association with full knowledge of the method of revocation of the authorization.

B. Receive an established normal amount of pay on regularly scheduled paydays and that such net salary, after other legal and authorized deductions, is sufficient to cover the full amount of the authorized allotment for dues; and,

C. Are covered by the bargaining unit for which exclusive recognition has been granted.

Section 22.3 -- Dues Allotments:

A. Dues in the amount of eight tenths of one percent of the member's base rate of pay will be deducted from the biweekly pay of any eligible technician of the unit who is a member of The Association and who has voluntarily authorized such deduction on a properly executed Standard Form (SF) 1187. The base rate of pay shall be exclusive of any hazardous duty, overtime, shift differential, premium, or other related pay outside the technician's basic rate of pay.

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

C. If the amount or rate of regular dues is changed, The Association will notify the Human Resources Office (HRO), in writing, of the change. This section would then be amended to reflect the revised amount (percentage) in accordance with

regulations. Only one such change will be made in any period of 12 consecutive months.

Section 22.4 -- Allotment Authorization Procedures:

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

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

C. Allotments authorized on properly completed and certified forms which are received in the HRO will be processed to the servicing technician payroll office. The authorized amount shall be withheld from the technician's pay and will continue until the allotment is terminated under one of the conditions stated in Section 22.5, below.

Section 22.5 -- Terminating Allotments:

The HRO will take action to terminate an allotment:

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

B. At the end of the pay period when, or during which, a technician separates from the bargaining unit, except when a bargaining unit employee takes a temporary promotion and has a return date to the bargaining unit. In this case The Employer will stop dues during the period the employee is in the temporary position and restart the dues upon completion of the temporary assignment.

C. When the HRO receives written notice from The Association that the technician is no longer a member in good standing of The Association.

D. Upon receipt of a properly executed SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, in accordance with Section 22.6, below.

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

Section 22.6 -- Voluntary Allotment Revocation by Technician:

A. Technicians who wish to terminate their allotment may submit a properly executed SF 1188, provided:

(1) It is received in the HRO during the open season period, which occurs 1-30 November; and

(2) Such allotment was withheld from the technician's pay for a period of at least one year.

B. If SFs 1188 are received in the HRO at any time other than the open season, they will be returned to the technician without action, along with a memorandum stating when it may be resubmitted.

C. The Employer will provide information regarding the open season in the notice of dues authorization/revocation procedures and representational rights.

D. All SFs 1188 will be date/time stamped by the HRO.

Section 22.7 -- Responsibilities:

A. Association. The Association will:

(1) Provide SFs 1187 and distribute said forms to its members.

(2) Assure that allotments on the part of its members are voluntary.

(3) Certify as to the amount or rate of its regular dues.

(4) Forward completed SFs 1187 to the HRO for information and processing to the servicing technician payroll office.

(5) Educate its members on the overall program for payroll allotment for payment of labor organization dues, its voluntary nature, and the availability of SF 1187.

(6) Notify the HRO, in writing, within five workdays, when a member of The Association is expelled or for any reason ceases to be a member in good standing.

(7) Promptly notify the HRO in the event of a change in dues structure or other change requiring an amendment to this article.

(8) Promptly forward to the HRO any written revocation of allotment.

B. Human Resources Office. The HRO will:

(1) Upon receipt of SF 1187 from The Association, insure the named technician meets the requirements for dues withholding and promptly forward the request to the servicing payroll office.

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

(3) Provide The Association with a copy of SF 1188 (or written letter or revocation, if applicable) when a technician voluntarily terminates labor organization dues.

(4) Notify The Association, in writing, when a technician's dues allotment is being terminated as a result of promotion to a position not covered by the bargaining unit, retirement, resignation, death, or for other appropriate reasons.

(5) Provide The Association with a copy of any published pay scale memorandums (general schedule and wage system). Furthermore, the HRO will provide a monthly listing (one Army and one Air) bargaining unit members who were granted a promotion, change to lower grade, QSI, WGI, and change in a wage system area since the previous listing. The listing will show reason for change, name, last four digits of SSN, location, title, series, grade, step, and salary/rate. Situations which could cause delay or deviation in format, such as automation system malfunctions or unforeseen emergencies, will be coordinated and discussed with The Association.

(6) Notify the PA State Council treasurer when an individual applies to buy back leave due to an OWCP case.

C. Dues Processing. The Employer will:

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

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

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

b. Bargaining unit members entering into an unpaid leave status for more than one pay period will remain on the dues check off listing. The technician's name will be provided on the listing. For PaANG members the listing will show \$0.00 as a deduction, and for PAARNG members the column normally indicating the amount deducted for dues will be blank.

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

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

d. One copy of the listing will be forwarded to the HRO. (The HRO will reproduce one copy and forward it to the treasurer of The Association).

(3) Furnish the State Council treasurer a copy of the collection voucher of actual amount of union dues that will be withdrawn from the ACT account as a result of leave buy-back from an OWCP case.

Section 22.8 -- Exclusionary Provisions from LMRA:

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

B. This article shall be terminated:

(1) By mutual, written consent of the parties.

(2) On the 15th day after The Association shall have lost its certification for exclusive recognition, provided that during the 15-day period The Association shall not have reacquired its status as exclusive representative.

Article 23

Use of Facilities

Section 23.1 -- Space for Association Meetings and Training:

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

Section 23.2 -- Bulletin Boards:

A. The Employer will provide bulletin board/space at every work place for the exclusive use of The Association. The Association is responsible for maintaining bulletin board space in an orderly condition.

B. The recommended size of the bulletin board will be, as a minimum, 3.5 foot by 4.0 foot.

C. All costs relating to specific labor-only information will be the responsibility of The Association and will be done during non-duty hours. Information that is beneficial to both parties and relates to the employment and benefits of the technician work force may be posted during duty hours.

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

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

Section 23.3 -- Interoffice Mail:

A. The Association shall have access to the use of interoffice mail, email access, and messenger service at each activity for correspondence between The Association and management officials. These forms of correspondence will be accomplished during normal duty hours, same as any other communication between the parties. State Council officers and Chapter officers who have Air Guard LAN or Army RCAS e-mail access as a result of their employment with the PA National Guard, subject to computer availability, may use email as a form of official communication with management officials regarding representational matters. All correspondence which requires a response within a specified time frame will be signed and dated upon receipt if completed in written format, if in email format, a confirmation of receipt and

acknowledgement form all parties is required. The response period begins upon receipt.

B. The Employer will authorize and assist the PA State Council in obtaining a mailbox only at the location mutually agreed upon to receive U.S. mail.

C. Facsimile [FAX] transmission of correspondence will be accepted as an approved method of exchange of information. The FAX will not be used for correspondence requiring a specified response time as per the LMRA and applicable Federal laws. When established at work locations, both The Employer and The Association will take steps to insure that FAX transmissions and email are kept confidential and inaccessible to unauthorized personnel.

D. The Employer and The Association agree to exchange electronic addresses at each activity for the purpose of using email.

Section 23.4 -- Lunch and Sanitation Facilities:

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

Section 23.5 -- Office Space and Equipment:

A. The Employer agrees to provide office space for the State Council Chairman. Such office space may be shared by the parties. The office space provided to the State Council Chairman will be at the chairman's work site. The Association is permitted to install a telephone in the chairman's office with all expenses incurred in the installation and use of the telephone to be borne by The Association. The actual location of the telephone may be changed by mutual agreement. The chairman and a 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 office equipment will be borne by The Association.

B. The Employer agrees to joint discussion with The Association regarding office space at the individual's work site for up to seven chapter presidents. The seven chapter presidents will be allocated office space at their immediate work site as mutually agreed to by both parties. The space provided will normally be no smaller than 80 square feet. When available, The Employer will provide appropriate office furniture and office equipment, otherwise determined excess. Any cost of repairs or expendable supplies will be borne by the Association.

C. Association Officials will be afforded telephone access at the work site for official union business. Such telephone usage may be private in nature, but will be limited to union issues.

D. If the State Council Chairman should change during the term of this agreement and the location of the new chairman is not at Fort Indiantown Gap, it is agreed that the establishment of a new office will be dependent upon availability of an acceptable area. Should this circumstance arise, the parties agree to meet and negotiate on the selection of a site for a new office.

E. The Employer agrees to support The Association in obtaining and maintaining a building equipped with running water, heat, electricity, rest room, and parking for the exclusive use of The Association at FTIG, PA. All expenses for the operation, heat, light, etc., will be borne by The Association. It is recognized that both parties are bound by the terms of the lease agreement which will run concurrent with the LMRA. The Employer will continue to be responsible for structural maintenance of the building leased by The Association. The Employer's maintenance responsibilities are limited to the running water, heat, electricity, rest room (sewer), and vehicle parking.

Article 24 Wage Surveys

Section 24.1 -- General:

The Employer shall notify The Association as soon as practical when information is received that higher authority has directed the start of an official wage survey in the area. When the wage survey lead agency requests The Employer to participate in the wage survey, The Employer will notify The Association who will nominate Association representative(s) for appointment to the wage survey data collection team. The number of personnel to be appointed to the data collection team will be determined by the lead agency. However, The Employer agrees to appoint at least two representatives of The Association to the team if The Employer is requested by the lead agency to participate. The Employer agrees that technicians involved in wage surveys will be placed in official status with appropriate orders.

Section 24.2 -- Requests for Wage Surveys:

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

Section 24.3 -- Organization, Functions, and Responsibilities:

Organization, functions, and responsibilities of the agency and local wage survey committees shall be as prescribed in 5 CFR, Part 532 (Prevailing Rate Systems). The Employer agrees that any employer representatives appointed to serve on a wage survey team shall be a supervisor or manager with work experience, training, and knowledge 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. Copies of such data will be provided to The Association.

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 Association. The Employer agrees to provide agency- published regulations, directives, and publications. HRO publications are accessible via the HRO publications website:
<https://gkoportal.ngb.army.mil/sites/PA/HRO/default.aspx> (military computers).

Section 25.2 -- Manning Documents:

The Employer will provide The Association a copy of the current technician manning document showing the positions authorized for a specific installation or facility for both Army and Air when published by the HRO.

Section 25.3 -- Access to Management Directives:

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

Section 25.4 -- Compatibility Documents:

The Employer agrees to provide The Association with technical assistance to obtain both the Army and Air National Guard compatibility documents for all technician positions within the State.

Article 26 Uniforms

Section 26.1 -- Military Uniforms:

A. Purpose. To ensure bargaining unit technicians have uniforms for their day to day duties in their positions, to include exchange programs and safety related items' programs.

B. Responsibilities of The Employer.

(1) The Employer will provide uniforms in the quantities authorized by applicable service regulations.

(2) The Employer will provide a direct exchange program for worn, torn, or soiled clothing, which occurs as a result of normal wear and tear, and which is in too bad a condition to be rendered clean and presentable in the performance of day to day duties.

(3) The Employer will make every effort to provide washers and dryers for those facilities where employees are exposed to residual waste that render their uniforms/coveralls contaminated. The Employer will make coordination with the Environmental Office to turn in uniforms/coveralls that are contaminated with an EPA regulated hazardous substance. Each unit/activity will appropriately bargain their own storage needs and requirements that would allow employees to store additional uniforms/coveralls.

(4) To the extent permitted by applicable Army and Air Force regulations/local policy, The Employer will permit a bargaining unit employee to wear clothing items that cover exposed parts of the body and that are reasonably necessary to accommodate a medical condition or to protect the employee from cold or wet weather or exposure to dirty, irritating, or hazardous substances.

C. Responsibilities of the Technician.

(1) It will be each individual technician's responsibility to ensure that unserviceable uniforms are turned over to the unit/activity, in such a manner to preclude not having sufficient uniforms for daily performance.

(2) Uniforms will be worn IAW applicable military service regulations (Air Force Instruction 36-2903 and Army Regulation 670-1) issued by The Employer to the technician, ready to wear.

(3) Mechanic's coveralls are authorized and will be worn IAW local policy. The use of these coveralls is highly encouraged to protect the duty uniform from excessive stains and damages. The replacement procedures are the same as the direct exchange program outlined above for Army and Air National Guard technicians.

(4) The coverall uniform will not be worn when leaving the work-site for meals, to run errands, either personal or for the Employer, or travel to and from work.

D. Issuance/Exchange.

(1) It will be the parent unit/activity's responsibility to promptly order and obtain replacement uniforms.

(2) In situations where uniforms cannot be acquired during drill, the supervisor may authorize a reasonable amount of time while on duty to acquire required uniforms.

(3) Should the technician not receive the requested uniform(s) within 60 days of submitting it to the supply source, the technician's supervisor shall be notified for assistance with resolution. Upon said notification, the supervisor will request assistance through the technician's chain of supervision/command to the Directorate or Base Commander to assist in obtaining the aforesaid uniform.

(4) Bargaining unit officers will be provided uniforms in accordance with the law.

Article 27

Agreement Administration

Section 27.1 -- Effective Date:

The effective date of this agreement shall be after execution by the parties (The Employer and The Association) and approval by The Agency (or designated representative). Both dates will be made part of the agreement prior to its distribution.

Section 27.2 -- Agency Approval:

A. The head of The Agency, **Defense Civilian Personnel Advisory Service (DCPAS)**, 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 (DCPAS) does not approve or disapprove the agreement within the 30-day period, the agreement shall take effect and be binding on The Employer and The Association subject to the provisions of applicable law, rule, or regulation.

C. Articles not approved by the DCPAS shall later be incorporated into the contract after the parties have made appropriate changes. The executed contract revisions are subject to Agency Head review and shall become effective after approval or upon the 31st day if neither approved nor disapproved within the statutory timeframe for Agency Head review. These articles shall expire on the same date as the basic agreement, unless otherwise provided for in the ground rules of the Memorandum of Understanding (MOU).

Section 27.3 -- Agreement Duration:

A. This agreement shall expire on October 18, 2020. Further, the agreement will be terminated by The Adjutant General upon certification by proper authority that The Association no longer represents the employees in the bargaining unit.

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

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

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

B. The provisions of the 20 July 2012 agreement will remain in effect until this new agreement is approved by The Agency.

Section 27.4 -- Agreement Amendment:

A. This agreement may be subject to modification:

(1) As a result of a change in or issuance of an appropriate new law, rule, or regulation by proper authority at The Agency, or higher level; or

(2) By mutual consent of the parties.

B. 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.

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

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

Section 27.5 -- Negotiating a New Agreement:

A. Negotiations for a new agreement will commence no earlier than 180 calendar days or 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) days prior to the start of negotiations of a new agreement, two representatives of The Employer and two representatives of The Association will meet to initiate a MOU establishing the ground rules for the conduct of negotiations.

GLOSSARY OF ACRONYMS

ACT – Association of Civilian Technicians, Inc.

AFSC – Air Force Specialty Code

AWOL – Absent Without Leave

AWS – Alternate Work Schedule

CBA – Collective Bargaining Agreement

CFR – Code of Federal Regulation

DCPAS – Defense Civilian Personnel Advisory Service

DoD – Department of Defense

DOL – Department of Labor

DS – Dual Status

EAP – Employee Assistance Program

EDP – Environmental Differential Pay

EEO – Equal Employment Opportunity

FAS – Field Advisory Service

FLRA – Federal Labor Relations Authority

FMCS – Federal Mediation and Conciliation Service

HDP – Hazardous Duty Pay

HRO – Human Resources Office

I&I – Impact and Implementation

IAW – In Accordance With

JFTR – Joint Federal Travel Regulation

JTR – Joint Travel Regulation

KSA – Knowledge, Skills and Abilities

LEL – Law Enforcement Leave

LOR – Letter of Reprimand

LRS – Labor Relations Specialist

LWOP – Leave Without Pay

MOU – Memorandum of Understanding

MOS – Military Occupational Specialty

MFR – Memorandum for Record

NDS – Non-Dual Status

NGB – National Guard Bureau

OPF – Official Personnel File

OPM – Office of Personnel Management

PD – Position Description

PDCN – Position Description Control Number

PIP – Performance Improvement Plan

PL – Public Law

RIF – Reduction In Force

SAD – State Active Duty

SCD – Service Computation Date

SF – Standard Form

SSN – Social Security Number

TAG – The Adjutant General

TDY – Temporary Duty

TPR – Technician Personnel Regulation

ULP – Unfair Labor Practice

USC – United States Code

USPFO – United States Property and Fiscal Office