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PREAMBLE

In accordance with 5 USC Chapter 71 and subject to all applicable statutes and laws, this agreement is entered into between The Adjutant General of Virginia, hereinafter referred to as the "Employer," and the Robert C. Atkinson Memorial Chapter - Association of Civilian Technicians (a Labor Organization), hereinafter referred to as the "Union". This agreement is executed pursuant to the exclusive recognition granted the Robert C. Atkinson Memorial Chapter - Association of Civilian Technicians, by the FLRA, as recognized by the Adjutant General of Virginia. The Employer agrees to inform Employees of their rights and to ensure that no interference, restraint, coercion, or discrimination is practiced by any management or supervisory official to encourage or discourage membership in the Union.

ARTICLE I - GENERAL PROVISIONS

SECTION 1-1. COVERAGE.

- a. It is hereby certified that the Union has been designated and selected by a majority of the technicians of the Army Aviation Support Facility, Virginia Army National Guard as their representative for the purpose of exclusive recognition, and that pursuant to 5 USC 7111 (a), the said organization is the exclusive representative of all the technicians in such unit.

INCLUDED: All wage grade and general schedule technicians employed and assigned to the AASF in Sandston Virginia.

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

- b. This Agreement, to include all Articles therein, is applicable to identified bargaining unit technicians at the AASF in Sandston, Va.
- c. It is agreed that for the purpose of this Agreement, reference to the word "he" is intended to include both the masculine and feminine genders, unless otherwise specifically addressed herein.

SECTION 1-2. PURPOSE OF THIS AGREEMENT

- a. This agreement sets forth the respective roles and responsibilities of the parties; procedures and methods that govern the working relationship between the parties; and indicates the nature of the subject matter of proper mutual concern. The Employer and the Union 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, and complete agreement on all aspects of the topics included in the Agreement. The purpose of the parties in entering into this Contract is to, but not limited to:
 - (1) Insure technician participation in the formulation of personnel policies and procedures through Impact and Implementation (I&I) bargaining by the Union.
 - (2) Provide for the highest degree of efficiency and responsibility in accomplishing the mission of the Employer.
 - (3) Promote systematic labor-management cooperation.
 - (4) Facilitate the adjustment of grievances and disputes.
 - (5) Establish the procedures and methods that will hereinafter govern the working relationships between the parties.
 - (6) Express the full agreement of all parties and shall govern those areas covered in this contract, and that the parties will be bound by the terms of this agreement.
- b. The Union agrees to support the Employer in its efforts to eliminate waste, combat absenteeism, conserve materials and supplies, insure timely completion of work, improve the quality of workmanship, encourage the submission of improvement and cost reduction ideas, prevent accidents, and promote the development of good will.

SECTION 1-3. DEFINITIONS

- a. **Employer** - The Adjutant General of Virginia.
- b. **Employee (Technician)** - All eligible Wage Grade and General Schedule Employees, employed by and assigned to the Army Aviation Support Facility, except supervisors, management officials, and technicians engaged in Federal personnel work in other than a purely clerical capacity.
- c. **Unit** - Bargaining unit describing the appropriate unit for which exclusive representation is granted.
- d. **Union** - Robert C. Atkinson Memorial Chapter - ACT (the labor organization) and the Union are synonymous expressions describing the Robert C. Atkinson Memorial Chapter - ACT.
- e. **Union Representative** - A duly elected or appointed official of the Robert C. Atkinson Memorial Chapter- ACT, including National ACT officials.
- f. **Association Official** - Regional and National Designated Officers and authorized representatives of the Association of Civilian Technicians (the labor organization).
- g. **Agency** - Agency as used in this agreement means the DOD, NGB and the Virginia Army National Guard.
- h. The terms "**supervisor**" and "**management official**" shall be as defined in Title 5 USC.
- i. For the purpose of this Agreement, "**consultation**" is defined as mutual discussion of policies, programs, and procedures, with the union, related to work conditions of members of the bargaining unit which are within the authority of the Employer for the purpose of obtaining bargaining unit views before the Employer takes final action.
- j. For the purpose of this Agreement, "**negotiation**" is defined as good faith bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations, and published policies.
- k. The terms "**contract**" and "**agreement**" are synonymous with Labor Management Agreement.

SECTION 1-4. EMPLOYERS RIGHTS

- a. Subject to Section 1-4b of this Article, the Employer retains the right:
 - (1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
 - (2) In accordance with applicable laws:
 - (a) to hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted
 - (c) with respect to filling positions, to make selections for appointment from:
 - 1. among properly ranked and certified candidates for promotion or
 - 2. any other appropriate source; and
 - (d) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- b. Nothing in this article shall preclude the agency and the labor organization from negotiating:
 - (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 - (2) procedures which management officials of the agency will observe in exercising any authority under this Article; or
 - (3) appropriate arrangements for employees adversely affected by the exercising of any authority under this Article by such management officials.

SECTION 1-5. MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION.

It is agreed that matters appropriate for advance consultation, discussion, or negotiation between the parties are policies and practices related to working conditions, which are within the discretion of the Employer. All matters appropriate for consultation or negotiation will be addressed upon request of either party provided they are not inconsistent with the terms of this agreement.

SECTION 1-6. MEETINGS WITH MANAGEMENT

The Facility Commander or his representative will meet quarterly, at times mutually agreed to with the Union President or his representative, to confer on upcoming events and attempt to resolve appropriate matters. For meetings, the party requesting the meeting will furnish the agenda in advance of the meeting. At any meeting with management, the Union reserves the right to have Union officials of equal number as management officials.

SECTION 1-7. RIGHTS OF TECHNICIANS

- a. The Employer and the Union agree that each technician has the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity, and each technician shall be protected in the exercise of these rights,
- b. Except as otherwise expressly provided in 5 USC 7102 (1), the right to assist the Union extends to participate in the management of the Union at any level.
- c. The Employer shall take the action required to assure that technicians within the Agency are apprised of their rights, under 5 USC 7116, and that no interference, restraint, coercion, or discrimination is practiced within the Agency to encourage or discourage membership in the Union. This agreement does not preclude any technician in the bargaining unit, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations or policy or from having a Union representative in a grievance or appeal action.
- d. Each technician has the right to act for the labor organization in the capacity of an elected or appointed representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities.
- e. The Employer and the Union agree that the RCAMC-ACT, which has been accorded exclusive recognition by the FLRA, is the exclusive representative of the technicians in the bargaining unit at the AASF and is entitled to act for, and negotiate collective bargaining agreements, covering all technicians in the unit.
- f. It is the responsibility of the Employer to inform the Union of and a Union representative shall be given the opportunity to be present at-
 - (1) any formal discussion between one or more representatives of the agency and one or more technicians in the unit or their representative concerning any grievance or any personnel policy or practice or other general condition of employment; or
 - (2) any examination of any technicians in the unit by a representative of the agency in connection with an investigation, which the technician believes may lead to disciplinary action.
 - (3) mission briefings that are held to inform technicians involved in such assignments as on and off site training including temporary duty and other AASF sponsored missions or tasks that pertain to their technician status.
- g. The technicians shall be informed annually of their Weingarten rights. Management agrees to provide the Union with a current list of all bargaining unit members.
- h. The rights of an exclusive representative under the provisions of this Subsection shall not be construed to preclude an Employee from:

- (1) being represented by an attorney or other representative, other than the exclusive representative in any grievance or appeal action; or
- (2) exercising grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated under this agreement.

SECTION 1-8. REPRESENTATIVE TITLE

The Employer agrees to address Union representatives by their civilian title during the period they are performing representational duties, while in civilian clothing, as described in Section 3-3. All correspondence from management concerning labor management issues will be addressed to the Union representative with their civilian title.

SECTION 1-9. JOINT RESPONSIBILITIES

- a. The duty of the Agency, the Union and the Association is to negotiate in good faith under 5 USC Section 7114(b) and shall include the obligations:
 - (1) to approach the negotiations with a sincere resolve to reach a collective bargaining agreement;
 - (2) to be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;
 - (3) to meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;
 - (4) in the case of the Employer or Agency, to furnish to the Union, or its authorized representative, upon request and, to the extent not prohibited by law, data-
 - (a) which is normally maintained by the Agency or Employer in the regular course of business;
 - (b) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
 - (c) which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining;
 - (5) if agreement is reached, to execute at the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.
- b. Correspondence. Correspondence between the Employer and the Union shall be acknowledged within 15 days and answered in a timely manner. This time does not supersede other time requirements as stated in other articles of this agreement. The Employer and the Union agree all inquiries relating to technician matters submitted by individual technicians will be processed through administrative channels in a timely manner and that technicians will be provided with a timely reply to the inquiry.

SECTION 1-10. EMPLOYER OBLIGATIONS

- a. The Employer agrees to produce and furnish 80 copies of this agreement to the Union and thereafter provide copies required for new employees.
- b. The Employer agrees to furnish quarterly, upon request, for its internal use only, a schedule of authorized bargaining unit positions as well as the names of technicians, their grades, and position titles as defined in the agreement for all technicians in the bargaining unit.
- c. The Employer agrees to notify the Union, prior to implementation of any changes in the personnel policies, practices, and matters affecting working conditions.
- d. The Employer agrees, wherever possible, within space and funding limitation, to furnish each technician with a personal locker.

SECTION 1-11. UNION OBLIGATIONS

The Union agrees to furnish the Employer, and maintain on a current basis, a complete list of all Union officers and stewards to include work area and phone number. Personnel not elected or appointed by the Union will not be allowed to perform official representational functions, nor will they be allowed use of official time. The Union will appoint bargaining unit representatives in writing. The Union President or Executive vice-president may appoint bargaining unit representatives telephonically with the appointment to be accomplished in writing within ten (10) working days.

SECTION 1-12. RIGHTS OF THE UNION

- a. A Union Representative shall have the right to be present at any formal discussion between one or more representatives of the agency and one or more Bargaining Unit members concerning any grievance or personnel policy or practice or other general condition of employment, IAW 5 USC 7114(a)(2)(A).
- b. Union 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 Union. 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 Agency policy and negotiated agreements pertaining to them, IAW Section 3-3 of this agreement.
- c. The Union retains the right to engage in collective bargaining IAW 5 USC 7103(a)(12).
- d. A technician who is elected or appointed to serve full time as a National Officer, Regional or State Representative 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 technicians rights and privileges will be protected under the provisions of the applicable portions of the Federal Personnel Manual.
- e. The Employer agrees that there shall be no restraint, interference, or coercion against any Union 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 Union functions.

ARTICLE II - WORKWEEK AND HOURS OF WORK

SECTION 2-1. ADMINISTRATIVE WORKWEEK

- a. An administrative workweek means a period of seven consecutive calendar days during which the technician's workdays are designated in advance.
- b. A minimum of 80 hours is prescribed for each pay period.
- c. Normally, work schedules shall be established so that technicians will benefit from a maximum of consecutive days off.

SECTION 2-2. BASIC WORKWEEK

- a. A workweek is established as follows: four (4) ten (10) hour shifts starting on Tuesday and ending on Friday of the administrative workweek.
- b. An alternate workweek is five (5) eight (8) hour days each week.
- c. A second alternate is established as four (4) nine (9) hour shifts starting on Monday and ending on Thursday of the first week of the pay period, with Friday being an eight (8) hour workday. The second week of the pay period will consist of four (4) nine (9) hour workdays beginning on Tuesday and ending Friday.
- d. It is the employer's right to change the basic workweek to best support the mission.

SECTION 2-3 HOURS OF WORK

- a. The basic workweek hours are established as 0700 to 1730. Individual technicians, based on need, may request an alternate start and release time. These requests must be submitted to and may be approved through the supervisory chain.
 - (1) Technicians will submit request for change to immediate supervisor no later than the end of the first week of a pay period.
 - (2) Supervisors will reply no later than the end of the same pay period.
 - (3) Schedule change will be effective on the first day of the second pay period after supervisor's reply.
- b. The alternate schedules' times will be negotiated, if an alternate schedule is in effect.
- c. Management agrees that any change in work schedules will be made only after discussion between both parties, except in an emergency. Technicians, normally, will be given at least two (2) full pay periods advance notice to changes in work schedule or work hours, however management reserves the right to make changes in the work schedule and/or work hours at any time if the agency would be seriously handicapped in carrying out its functions or when costs would be substantially increased.
- d. Immediate supervisor may allow technicians immediate changes in work schedule or work hours to accommodate emergencies or special requirements of the facility or the technician.

SECTION 2-4. LUNCH PERIODS

Lunch periods, during which the Employee is entirely free of duty in connection with his job, will not be considered duty time and will be scheduled during the hours established. However, it is understood management has the right to assign work during this period. If work is assigned during the regularly scheduled lunch period, the employee will be given an equivalent period of time for lunch after completion of the work assigned during the regular lunch period. In no event will an employee be required to work without a lunch break after 6 hours of continuous work.

SECTION 2-5. REST PERIODS

- a. A rest period of fifteen (15) minutes duration will be permitted for technicians. Rest periods granted in accordance with these provisions are considered duty time and included in the daily tour of duty. The rest period may not exceed 15 minutes during each four hours of continuous work.
- b. Additional short periods during the daily tour may be permitted when such periods are beneficial and/or necessary. Criteria for determining such rest periods are as follows:
 - (1) Protection of an Employee's health by relief from hazardous work or from that, which requires continual and/or considerable physical exertion or job-related mental strain.
 - (2) Reduction of accident rate by removal of fatigue potential.
 - (3) Working in confined spaces or in areas where normal personnel activities are restricted.
 - (4) Increase in, or maintenance of, higher quality and/or quantity production traceable to the rest period.

SECTION 2-6. 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 to workdays. The union will be given an opportunity to express its views and make recommendations prior to any changes in established hours of work or tours of duty. Shop Stewards will be notified of all such changes.

SECTION 2-7. 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, other tours may be established. When possible, the necessity for an irregular tour will be discussed with the Union, however, management retains the right to establish tours of duty and continue those tours as necessary.

SECTION 2-8. CLEAN-UP TIME

- a. Technicians will be allowed a reasonable amount of time to clean up immediate work area, inventory toolboxes and return special equipment prior to the end of the work shift. Routine cleanup duties will be limited to the technicians immediate work area. When general cleanup is required, technicians will participate as designated by Management.
- b. Technicians who handle toxic or hazardous materials will be allowed a reasonable amount of time for personal hygiene.

SECTION 2-9. DIFFERENTIAL PAY

- a. Employees assigned to a scheduled night shift or early morning shift will receive the shift differential in accordance with applicable directives.
- b. Environmental Differential Pay/Hazardous Duty Pay (EDP/HDP)
 - (1) EDP/HDP will be administered by the VAHR for the employer in accordance with current directives.
 - (2) A State EDP/HDP committee, comprised of members deemed appropriate by the employer, to include a Representative from the Union, will consider requests for EDP/HDP entitlements.
 - (3) The Union may refer EDP/HDP recommendations to the employer for consideration.
 - (4) All changes to EDP/HDP will be negotiated with the Union IAW 5-CFR.

SECTION 2-10. COMPENSATORY TIME

- a. Employees shall not be required to perform any work or duty before or after scheduled work hours, without compensating the employee for all such work or duty. In accordance with applicable regulations, such employees shall be granted an amount of compensatory time off from their scheduled tour of duty equal to the amount of any time spent by them in irregular or overtime work before or after scheduled work hours.
- b. Overtime work will be kept to a minimum, consistent with good mission management as determined by the Employer. Whenever possible, the Employer will notify an employee in advance of scheduling an overtime assignment. An employee assigned to overtime may be relieved from his assignment upon request provided he has a valid reason and a qualified replacement is available.
- c. Any recall that causes an Employee to return to work outside his or her basic tour of duty or on a regularly scheduled day off, shall be compensated at the rate for at no less than two hours of compensatory time even if their services cannot be utilized after they report to work, in which case the employee shall be immediately released from the recall.
- d. The employer agrees that any full-time employee who is required to work on Sunday as part of his basic scheduled workweek is entitled to pay at his rate of basic pay plus premium pay at a rate as established by existing regulations for each hour of Sunday work which is not overtime

- work and which is not in excess of the normal working hours for each regularly scheduled tour of duty which begins or ends on Sunday.
- e. When on TDY status, an employee will be granted compensatory time off for any work performed outside regular scheduled duty hours or duty days in accordance with Va TPR 630.

ARTICLE III - ATTENDANCE AND LEAVE

SECTION 3-1. GENERAL

It is agreed that attendance and leave shall be administered in accordance with applicable regulations.

SECTION 3-2. ADMINISTRATIVE DISMISSAL

- a. The Employer shall make every reasonable effort to insure the health, safety and well being of Employees in accordance with OSHA standards. Under emergency conditions, which result in the loss of heat, water, power, etc., administrative dismissals of Employees may be authorized by the Employer. The Union may present its views and recommendations during these emergencies.
- b. When administrative leave is granted because of inclement weather, emergencies and/or acts of God situations, non-essential personnel may be given administrative leave by the Employer.
- c. Technicians who are unable to leave for or get to work because of known or reported local (residence or work place) hazardous driving conditions will make every reasonable effort to notify their immediate supervisor within one (1) hour after the start of the work day. Under these circumstances, technicians will be informed of their leave status, if known at that time, for the particular day.
- d. In the event that known or reported local (residence and or work place) hazardous driving conditions develop during the work day, technicians who anticipate transportation problems may, upon their request and with consideration to mission requirements, obtain permission from their immediate supervisor to leave work early in a leave status.

SECTION 3-3. OFFICIAL TIME FOR UNION OFFICIALS

- a. Union officials designated to attend Association sponsored training sessions or seminars will be authorized Administrative Leave under the following criteria:
 - (1) Union officers four (4) days per calendar year per individual.
 - (2) Shop stewards, not otherwise designated as Union officers, two (2) work days per calendar year per individual.
 - (3) A Union representative desiring official time to attend an Association sponsored training session will submit a written request for excused absence to Management at least 12 working days before the anticipated absence. However, a request not submitted within 12 workdays will be considered providing extenuating circumstances are cited. The request will specify the amount of excused time desired, the date involved, and will include whatever information the Employee wishes to offer which they believe justifies administrative excusal. The Employer will respond in writing, normally not later than four working days after receipt.
- b. Whenever it becomes necessary for a Union Officer to consult with the Association's attorney in conjunction with third party processing of a complaint, the officer will be granted administrative leave. Official Time authorized under this paragraph will not be deducted from that authorized under 3.3 a. above.
- c. The Union understands that individuals will request Administrative leave of their individual supervisor as far in advance of the need as known. Administrative leave for official time will not be granted for purposes prohibited by 5 USC 7131. When administrative leave is requested, the

Union will furnish the Human Resource Office (VAHR) through immediate supervisor with an agenda of the activity for which the leave is requested and a roster of the personnel recommended to attend. The VAHR will advise the senior supervisor of those personnel authorized to attend the scheduled events.

- d. Union 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 5 USC 7131.
- e. VaARNG TPR 630 Figure E-1 will be used and maintained by the immediate supervisor at each work area reporting official time. Once the use of official time has been approved by the supervisor, the representative will complete each column entry and return the form to the supervisor. Union representatives will request official time from their first-line supervisor as far in advance as possible. Management realizes, in certain cases, advanced notice may not be possible depending on the matter.
- f. Official time will be granted in accordance with 5 USC 7131 and applicable directives. Union representatives will notify their immediate supervisors and obtain concurrence prior to leaving their assigned area. If the request is in response 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) Union representatives conferring with employees and/or supervisors on grievances and other matters of employment. These include grievances, investigations, preparation of grievances and unfair labor practices, and other employee related complaints.
 - (2) Union officials to represent the bargaining unit employees by visiting, phoning and writing to elected representatives in support or opposition to desired legislation which would impact the working conditions of the employee's represented by the Association of Civilian Technicians.
 - (3) When appearing at third party hearing proceedings, Union representatives shall not exceed the number of individuals representing the Employer for such purposes.
 - (4) For the contract preparation team in accordance with the memorandum of understanding (MOU).
 - (5) For Union officials to receive information or orientation relating to matters of mutual concern to the Union and the Employer.
 - (6) For the Chapter Treasurer to prepare financial reports required by Federal agencies.
 - (7) For the Chapter Secretary to prepare grievances.
- g. Union officials will not be required to wear the military uniform in the following situations:
 - (1) When conducting contract negotiations with Agency officials.
 - (2) While attending labor-management seminars at commercial and government facilities sponsored or hosted by the national office of the Association of Civilian Technicians, U.S. Department of Labor, Department of Defense, Wage Fixing Authority, etc.
 - (3) When representing the labor organization at third party proceedings.
 - (4) When in the performance of Union representational duties during grievance procedures at step 2 and above.

SECTION 3-4. SICK LEAVE

- a. Employees will accrue sick leave in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the value of sick leave and agrees to encourage Employees to conserve such leave so it will be available to the Employee in case of extended illness.
- b. Sick leave may be granted to Employees under the following conditions:
 - (1) When an Employee is unable to work because of an incapacitating illness or injury, or for pregnancy and confinement in the case of female employees.
 - (2) For medical, dental, or optical examination or treatment.
 - (3) When a member of the immediate family of the Employee is afflicted with a contagious disease as determined by health authorities or medical personnel and requires the care and

- attendance of the Employee, or when through exposure to a contagious disease, the presence of the Employee at this duty location would jeopardize his fellow Employees.
- (4) For reasonable travel time to and from a specialist when treatment is required.
- c. Procedures.
- (1) An Employee will make every reasonable effort to notify his supervisor or next higher supervisor no later than the first hour of the shift the first day the Employee is unable to report for work because of illness or injury.
 - (2) Where absence for incapacitating illness or injury is known or anticipated to be for a period of more than one day, the Employee is responsible to inform the supervisor or next higher supervisor of the expected date of return to work.
 - (3) Sick leave shall be requested and approved in advance for visits to and/or appointments with doctors, dentists, practitioners, opticians, chiropractors, and for the purpose of securing diagnostic examinations, treatment, and x-rays.
- d. Sick leave will be authorized only in bona fide cases and may be granted verbally or may require acceptable evidence. It is the responsibility of Management to ascertain whether absences are properly chargeable to sick leave.
- e. When the employee's absence is for a period of more than three (3) working days, the period of absence in excess of three working days may be required to be verified by presentation of a medical certificate. A medical certificate, to be acceptable, must be signed by a practicing physician or other practitioner certifying to the length and extent of the incapacitation, examination, or treatment, and must be submitted within five (5) calendar days after return to duty.
- f. For absences for short periods at frequent intervals or whenever there is good reason or evidence to suspect that leave privileges are being abused, the employee will be advised that a medical certificate may be required to support any future grant of sick leave, and that he/she may be counseled on the improper use of sick leave.
- g. Employees who are incapacitated for duty because of serious illness, disability or for extended medical recovery may be advanced sick leave in accordance with VaNGTPR 630.

SECTION 3-5. FAMILY MEDICAL LEAVE

Paid and unpaid leave is authorized in accordance with current Family Friendly Leave Policies (5 CFR Part 630, The Family and Medical Leave ACT (FMLA) of 1993 and The Family Friendly Leave ACT of 1994).

SECTION 3-6. JOB RELATED INJURIES

Entitlements and benefits pertaining to Employees suffering job related injuries while in a technician status will be as authorized by applicable U.S. Department of Labor regulations.

SECTION 3-7. EXCUSED ABSENCE

- 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 are:
 - (1) When presenting appeals and grievances, Employees are on official time, as contained in Article VII of this Agreement.
 - (2) To attend conferences or conventions whenever it is determined by the Employer that such attendance will serve the best interest of the Federal service.
 - (3) Whenever an Employee is required to take an examination, either mental or physical, as a condition of continued employment or promotional opportunity in the National Guard, he may be excused for the time required for such examination, provided it cannot be completed while in a military status.

- (4) For time required to vote where polls are not open at least three hours before or after Employees regular hours of work, an amount of excused leave may be granted which will permit the Employee to report for work up to three hours after the polls open or leave work up to three hours before the polls close, whichever required the lesser amount of time.
- (5) For Employees who vote in jurisdictions which require registration in person, time off to register may be granted on substantially the same basis as for voting, except that no such time shall be granted if registration can be accomplished on a non-workday and the place of Registration is within reasonable one-day, round-trip travel distance of the Employee's place of residence.

SECTION 3-8. LAW ENFORCEMENT LEAVE

- a. When issued written or verbal orders to State Active Duty for purpose of providing military aid to enforce the law, or providing assistance to civil authorities in the protection of life, property, preventing injuries, or in support of drug interdiction operations, search and rescue mission, dropping hay to cattle, during blizzards, etc., leave will be taken in accordance with current directives.
- b. Employees who suffer injury or death as a result of State Active Duty are not eligible for Employee's compensation benefits under the Federal Employee's Compensation Act. State Active Duty does not constitute performance of official technician duties. Compensation benefits will be provided through The State of Virginia Worker's Compensation Commission. The employee, if injured, will remain in Law Enforcement Leave until able to return to his/her technician duties.

SECTION 3-9. ANNUAL LEAVE

- a. Annual leave which has been accrued in accordance with applicable regulations will be administered on a uniform and equitable basis. Annual leave which will be earned during the leave year and credited to an Employee's leave account, including leave already accrued, may be granted at any time during the year, consistent with workload requirements. Requests for annual leave of 40 or more hours will be submitted to Supervisor at least four working days in advance of requested leave beginning date. Emergency leave requests will be determined on a case by case basis. Should the leave approving official deem it necessary to cancel previously approved leave; he will inform the Employee of the reason for such action as far in advance as possible.
- b. The Supervisor will endeavor to afford each Employee leave in the amount desired and at the time the Employee considers convenient and desirable.
- c. Absences which would not be planned and approved in advance must be reported to the Employee's Supervisor, or next higher supervisor, within 1 hour of his/her regular reporting time.
- d. The employer agrees to maintain a reasonable leave policy. The Employee's Supervisor will be authorized to approve/disapprove requests of unscheduled annual leave.
- e. Work commitments permitting, the Employee, upon request, may be granted annual leave for a workday which occurs on a religious holiday or the Employee's birthday.

SECTION 3-10. MILITARY LEAVE

- a. Military leave permits an Employee to be absent from his/her duties without charge to annual leave or loss of pay while performing active duty and/or active duty for training. Military leave may be granted to any Employee.
- b. Military leave is to be used in accordance with applicable regulations and guidance.

SECTION 3-11. ABSENCE WITHOUT LEAVE

- a. When an Employee is absent from the job site without obtaining approval, his absence may be charged as absence without leave. When an Employee informs his Supervisor on the circumstances causing his absence, status may be changed to annual, sick or leave without pay.
- b. If there is a disagreement between an Employee and his Supervisor as to the type leave charged for absence, the Employee may request next level supervision review and Union representation.

SECTION 3-12. COURT LEAVE

- a. Court leave is leave with pay for a period of time the Employee spends in court for duty as a juror or for attending judicial proceedings, in official or non-official status, as a witness in a judicial proceeding on behalf of a State or local government; or when the Employee is required to perform jury duty in a Federal, State or Municipal court.
- b. Witness in Official Capacity. When an Employee is summoned or assigned by the Employer to testify in his official capacity or to produce official records at a judicial proceeding, this is in an official duty status, as distinguished from a leave status, and entitled to his regular pay.
- c. Witness in Non-official Capacity. If the witness service in a non-official capacity is on behalf of a private party, and not in behalf of a government, the Employee's absence must be charged to annual leave, leave without pay, or compensatory leave, and he may accept fees and expenses incidental thereto.
- d. Witness Service. Court leave for witness service may only be granted when an Employee is performing witness service on behalf of a State or local government. The Employee is entitled to court leave for witness service only if he is "summoned" by the court or authority responsible for the conduct of the proceeding; he is not entitled to leave if he volunteers. 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 an Employee 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 will be presented to the Supervisor as far in advance of the actual court day as possible. Upon return to duty, the Employee will submit written evidence from the court reflecting the dates (and hours if possible) of his attendance in court. Appropriate pay rate procedures will be followed in accordance with applicable regulations.
- f. Court fees. For fees received for duty as a witness or juror, the following will apply:
 - (1) If an Employee is absent from his regularly scheduled duties to serve as a juror in a State or Municipal court, he will collect all fees and allowances payable as a result of the jury service. The Employee will forward all fees to USP&FO for Virginia; otherwise payroll deduction will be made from compensation due the Employee.
 - (2) An Employee 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) Employees who perform jury service on non-workdays are entitled to retain the fees received for such service. The Employee may accept and keep any allowances for mileage and subsistence authorized by law to cover his actual expenses incident to the jury service, if not paid by the Employer.
 - (4) An Employee who performs jury service that does not conflict with his hours of employment may retain the usual fees for jury service. If, however, he performs jury service in a court of the United States during any of the hours in which he is in a pay status in his Federal position, he may not be paid any jury fees for that day.
 - (5) Fees received for jury duty either on a holiday falling within the Employee's basic tour of duty may be retained by the Employee, provided that, had he not been on the jury duty, he would have been excused from his regular duties on the holiday.

- (6) An Employee who is in a 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) Employees shall not be paid witness fees when testifying on behalf of the United States Government; however, they shall be paid their regular salary, and the time served, as a witness cannot be deducted from annual leave. An Employee who is called as a witness for the United States may accept and retain witness fees if he is on a LWOP status during the entire period served as a witness.

SECTION 3-13. CHARGING OF LEAVE

All categories of leave will be charged in multiples of one hour.

SECTION 3-14. LEAVE WITHOUT PAY

- a. Employees may be granted leave of absence without pay in accordance with applicable Federal law and regulations and at the discretion of the employer.
- b. An Employee returning to duty from approved leave without pay will be returned to the job held at the time his leave period began.
- c. An Employee during an extended approved leave of absence will be notified immediately by certified mail to his address of record if his previously held technician position will not be available when his leave of absence ends.

ARTICLE IV - TRAVEL AND TEMPORARY DUTY

SECTION 4-1. PER DIEM

- a. Travel and per diem will be authorized and paid in accordance with applicable regulations.
- b. In the event an Employee assigned to a temporary duty and such duty would cause financial hardship on said Employee, his assignment in the TDY status shall be reevaluated.

SECTION 4-2. TRAVEL NOTIFICATION

- a. Before a planned mission in a technician status away from home station, affected personnel shall be briefed by appropriate Management representatives as soon as possible prior to the Employee's departure. The briefing may include, but not be limited to, areas concerning pay, allowances, types of travel, types of quarters, types of leave used, and the names of Supervisors in charge of all aspects of the mission. Under conditions of an operational emergency requiring TDY, whenever possible, Employees will be afforded a 24-hour advance notice. Volunteers may be requested and considered in all such operations.
- b. The Employer will notify the Union of such briefings in order to give the Union Official the ability to attend the meeting or briefing.
- c. Management understands that certain circumstances associated with temporary duty assignment may cause undue personal or financial hardships with Employees involved in that assignment and therefore, any technician unduly affected will be reconsidered for temporary duty assignment. An Employee, upon request, may be released from a temporary duty assignment if a qualified replacement is available.
- d. Whenever possible, the Employer agrees to schedule and arrange for travel of technicians to occur within each technician's standard workweek.
- e. The employer agrees that when an employee on TDY exceeds his normal 80 hrs. per pay period he will be given compensatory time in accordance with VaNGTPR 630.

SECTION 4-3. QUARTERS

When adequate Government quarters are available, and their use would not be impractical or interfere with mission accomplishment, Employees performing temporary duty at the activity are encouraged to use such quarters. The use of Government quarters will not be mandatory except in those instances cited in applicable regulations; failure to use such quarters when available precludes reimbursement for commercial lodging and arrangements for transportation between the duty station and commercial lodging will be the responsibility of the Employee. Where adequate Government quarters are not available, the Employer will be responsible for arranging necessary transportation between the duty station and quarters.

SECTION 4-4. WORK PERFORMANCE

At least two Employees may be assigned travel together when the task to be performed cannot reasonably be accomplished by one Employee, as determined by Management.

SECTION 4-5. ORDERS

Temporary Duty/Travel orders will be issued for Technician related duty in accordance with applicable regulations prior to the employee's departure unless mutually agreed on by the technician and management.

ARTICLE V - MERIT PLACEMENT AND PROMOTION

SECTION 5-1. PURPOSE

This article establishes procedures and provides information on the Technician Merit Placement Program for excepted and competitive positions in the AASF VaARNG Facility. It will be used in filling positions in the excepted and competitive service through initial appointment, promotion, reassignment, reinstatement, demotion, transfer and;

- a. to provide an incentive for technicians to improve their performance, to develop knowledge, skills, and abilities (KSA).
- b. to provide attractive career opportunities and upward mobility for technicians.

SECTION 5-2. POLICY

It is the policy of the AASF Facility that all technician positions be filled by the best qualified individuals available and to ensure that all technicians have an opportunity to develop and advance to their full potential.

All technician vacancies will be filled on the basis of merit and job-related factors. For purposes of this plan, military requirements are considered as job-related qualifying factors for positions in the excepted service. All actions under this plan will be made without discrimination for non-merit reasons such as race, color, religion, gender, national origin, marital status, membership or non-membership in an employee organization, and age or non-disqualifying physical handicap (except for military requirements for excepted technicians).

SECTION 5-3. RESPONSIBILITIES

- a. The Adjutant General is the appointing authority for the AASF Virginia Army National Guard Technician Program, and is the highest level of authority concerning the overall application of the Merit Placement Program (TPR 335).

- b. The Human Resource Officer (VAHR), or his or her designee, is responsible to The Adjutant General for insuring that the requirements of this Merit Placement Program are carried out. The VAHR, or his or her designee, will:
 - (1) Develop, maintain, evaluate, and revise the program as necessary.
 - (2) Assure compliance with the program.
 - (3) Provide guidance and assistance to commanders, managers, and supervisors concerning their responsibility under this program.
 - (4) Assure that candidates are properly evaluated and certified for placement.
 - (5) Maintain necessary records.
- c. Managers and Supervisors will:
 - (1) Assure that technicians under their supervision are aware of this program.
 - (2) Assure that actions effected within their area of responsibility are based on merit without discrimination.
 - (3) Encourage technicians under their supervision to participate in developmental opportunities and to apply for positions for which qualified.
 - (4) Recommend changes to this program to VAHR.
 - (5) Coordinate with VAHR and the employee to ensure that job announcements and application copies are forwarded to the off site location of the employee when he/she is on TDY, Active Duty Training, Deployments and on Annual Leave etc.
- d. Individual Technicians are responsible for:
 - (1) Pursuing developmental opportunities in preparing to assume higher level duties.
 - (2) Familiarizing themselves with the provisions of this program.
 - (3) Assuring that application forms contain accurate and current information concerning qualifications and self-development activities.
 - (4) Arranging with VAHR to submit applications for vacancies in which they are interested when temporarily absent from their jobs.

SECTION 5-4. MANAGEMENT'S RIGHTS

Recognizing that it is essential to the mission of the Virginia National Guard that technician positions be filled with the best qualified individuals available, management retains the right to:

- a. Select or not select from among a group of certified individuals.
- b. Select candidates from any appropriate source most likely to best meet the mission objectives of the Virginia Army National Guard.

SECTION 5-5. ACTIONS EXEMPT FROM COMPETITION

- a. Promotion due to issuance of new classification standards or the correction of a classification error.
- b. Placement of technicians entitled to grade retention for a period of two (2) years as a result of RIF, reclassification, or management directed change to lower grade.
- c. If there is more than one eligible technician in grade retention status, the recommending official will be given a list of eligible technicians from which to make a recommendation.
- d. Promotion when competition was held earlier, i.e. position advertised with known promotion potential.
- e. Re-promotion to grade or an intervening grade or position from which a technician was demoted without personal cause and not at his or her request. Technicians who believe they are entitled to such consideration should forward their request to VAHR.
- f. Promotion resulting from a technician's position being reclassified at a higher grade because of additional duties and responsibilities.

- g. Management directed reassignment of technicians to positions in the same grade and pay plan and having no higher promotion potential. Consideration will be given to the impact such action may have on the potential upward mobility for other technicians.
- h. Position change required by RIF regulations.
- i. Temporary promotion of one hundred twenty (120) days or less.
- j. Selection of a former technician from re-employment priority list for a Position at the same or lower grade than the last one held.
- k. Prior permanent DOD employees (excepted) who:
 - (1) Were in tenure 1 at time of separation may be re-employed to a position at the same or lower grade as the position from which separated.
 - (2) Were in tenure 2 may be re-employed without competition within three (3) years of separation to a position at the same or lower grade as the position from which separated.
- l. Placement as a result of priority consideration when a candidate was not previously given proper consideration in a competitive action.
- m. The provisions of this article are not applicable to filling agency supervisory positions or key staff designated by the Employer in VaNGTPR 335-1.

SECTION 5-6. ANNOUNCEMENTS/AREAS OF CONSIDERATION

- a. Announcements.
 - (1) Technician vacancy announcements for merit placement and promotion opportunities will have a minimum open period of fifteen (15) working days. A copy of all vacancy announcements will be available to the chapter on the VaANG website <http://va.ang.af.mil>.
 - (2) Technicians on leave, in school, or in training status, or absent from their normal work location for any other purpose during the open period, and who possess the qualifications for the announced position, will be given an opportunity to apply for a position. Therefore, the immediate supervisor of absent technicians will attempt to notify these technicians and inform them of the position vacancy announcement.
- b. Area of consideration
 - (1) Personnel from the following excepted categories will comprise the areas of consideration.
 - (a) Group I: Currently employed permanent technicians in the Virginia National Guard, including those on active duty tours retaining restoration rights.
 - (b) Group I (restricted): Currently employed permanent technicians at the Army Aviation Support Facility.
 - (c) Group II: Current military members of the Virginia National Guard.
 - (d) Group III: Individuals who are willing to become members of the Virginia Army National Guard.
 - (2) Once the job announcement is closed, the VAHR will review the qualifications of the applicants by category and will refer only those individuals to the selecting official who meet the minimum qualifications for the position.
 - (3) The VAHR will use a staffing specialist when determining qualified applicants for referral. The labor organization will be afforded the opportunity to review qualification determinations when representing a complainant claiming procedural error.

SECTION 5-7. REFERRAL OF CANDIDATES

- a. Following the evaluation of candidates, the VAHR will normally refer up to 10 applicable qualified candidates to the selecting official. Candidates will be listed alphabetically on the referral and selection certificate.
- b. The VAHR will advise, in writing, those individuals who did not meet the qualifications for the position and why.

SECTION 5-8. SELECTION PROCEDURES

- a. The selecting official is entitled to select or non-select any referred candidates.
- b. The selecting official will provide for a fair and impartial interview of each eligible candidate on the referral and selection certificate and provide a method of conducting off site interviews with referred candidates that are on leave status and will not be available for an on site interview.
- c. If the selecting official elects not to select an individual from the referred list, the certificate will be returned to the VAHR, with comments as to why a selection was not made.
- d. The VAHR will advise the candidates listed on the referral and selection certificate of the name of the individual selected to fill the position. Unsuccessful certified applicants may consult the interviewer for suggested qualification improvements for future positions.
- e. A 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. After a technician has initiated a grievance, the technician or the authorized representative will be afforded the opportunity to review placement records.
- f. The employer will maintain merit placement action records in accordance with applicable regulations normally for two years so that reconstruction of each placement action may be made. In the event of a timely challenge in writing from the grievant, the normal retention period will be extended.

SECTION 5-9. DETAILS AND TEMPORARY PROMOTIONS

- a. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail. Details of employees will be kept within the shortest practicable time limits as set forth in this agreement, applicable regulations, and Civil Service guidance.
- b. An employee shall not be detailed to an established position of a higher grade for a period in excess of thirty (30) calendar days. All such assignments in excess of this period shall be made by temporary promotion.
- c. Details to a higher grade position or a position with known promotion potential will not be given repeatedly to one employee to the exclusion of other eligible employees in the unit if such employees are available for detail. Details will be documented on an SF50.
- d. Supervisors are responsible for selecting employees for detail on an impartial basis; for informing employees of details; reasons, duties and estimated duration; and for establishing proper controls to insure that details are recorded and terminated on time and that necessary extensions are requested sufficiently in advance for necessary action by the Human Resource Office.
- e. Where use of a detail is not the most appropriate method, a temporary promotion will be used to meet a specific need which will last a minimum of thirty-one (31) days or a maximum of one (1) year. Except for brief periods, an employee should not be detailed to perform work of a higher grade level unless there are compelling reasons for doing so. An employee should be given a temporary promotion instead. Under these conditions, if the previously held position is of a higher grade level within the same wage grade structure; employee's within the AASF will be given the opportunity to be either detailed or temporarily promoted to that position. Temporary

employees hired to back fill a temporarily opened position will be placed in the lower of the open grade levels for that wage grade structure. If a temporary promotion of more than 120 days is made to higher grade position, it must be made under competitive promotion procedures. Temporary promotions will be given fairly and equitably.

- f. Noncompetitive details will normally be made from employees within the immediate organizational element concerned.
- g. It will be the joint responsibility of the supervisor and the employee to maintain records of details. Nothing in this Article shall prevent an employee from submitting to the Human Resource Office in connection with an application for Merit Promotion, or at other times, information that he believes has a bearing on his qualifications for future assignments.
- h. Both parties agree that we cannot violate the Fair Labor Standards Act. We also agree that equal work for equal pay amendments are law.

ARTICLE VI - POSITION DESCRIPTION AND CLASSIFICATION

SECTION 6-1. SCOPE OF EMPLOYMENT

Upon appointment, an Employee will be assigned to duties in accordance with the position description. Each Employee will be provided with a copy of the position description for the position to which assigned. The technician position description prescribes the work relationships, scope and principal duties. 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 incidental in nature and period of performance.

SECTION 6-2. CHANGE IN POSITION DESCRIPTION

Changes in a position description will be made available to, and discussed with, the technician concerned. Supervisors will provide Employees an opportunity to resolve questions as to adequacy of duties and responsibilities in his position. The Employee will be notified in advance when an action is to be taken which will have an adverse effect on his pay or status.

SECTION 6-3. APPEALS

An Employee has the right to appeal the classification of the position to which he is officially assigned. A Union representative shall be present at the meeting, if the Employee so desires. The VAHR shall advise and assist Employees on procedural aspects of filing classification appeals.

SECTION 6-4. REVIEW OF POSITION DESCRIPTIONS

The Employer and the Union will encourage Employees to periodically review their position description for the position they occupy and to report significant changes in responsibilities and duties to the supervisor. These changes will be documented and forwarded to the VAHR through supervisory channels for review and determination, and when necessary forwarding to the appropriate section of National Guard Bureau for determination, during the annual review of position descriptions.

SECTION 6-5. POSITION CLASSIFICATION

- a. The Union 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 Employees in the bargaining unit. The Employer agrees to review the presentation and advise the Union of the results of its review.

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

ARTICLE VII- GRIEVANCE PROCEDURE

SECTION 7-1. GENERAL

- a. The Employer and the Union recognize the importance of settling disagreements and misunderstandings promptly, fairly and in an orderly manner. To accomplish this, every effort will be made to settle grievances in an expeditious manner at the lowest supervisory level possible.
- b. A grievance means any complaint:
 - (1) By any bargaining unit employee concerning any matter relating to the employment agency;
 - (2) By the Union concerning any matter relating to employment of any unit employee(s); or
 - (3) By any bargaining unit employee, the Union, or the Employer concerning:
 - a. The effect of interpretation or a claim of breach of this agreement; or
 - b. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- c. The employer and the Union agree that the negotiated procedure is the exclusive procedure available to the Union 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 5 USC 7121. It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded from the coverage of this agreement.
- d. The Employer and the Union 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.
- e. 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 the technician and his/her representative will be free from restraint, coercion, discrimination, or reprisal.
- f. An individual's NGB Form 904-1 will not be disclosed to any unauthorized personnel. Release of this record to a third party will only be accomplished with the written consent of the individual in accordance with the Privacy Act.

SECTION 7-2. COVERAGE

- a. Any employee or group of employees covered by this Agreement may present a grievance involving matters relating to personnel policies and practices and work conditions. Such grievances may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual representation does not include the right to take the matter to arbitration unless the Union agrees to do so. An employee or group of employees in the bargaining unit may be represented only by the exclusive Union in filing a grievance under this negotiated procedure. However, at no time during the stated process shall the Union be excluded or impeded in its right to official recognition under 5 USC 7111.

- b. The following matters are specifically excluded from arbitration or grievance procedures:
- (1) Claimed violation of prohibited political activities.
 - (2) Retirement, life insurance, or health insurance.
 - (3) Suspension or removal for national security.
 - (4) Any examination, certification, or appointment.
 - (5) The Classification of any position which does not result in reduction in grade or loss of pay.
 - (6) The re-classification of any position in which a pay or grade increase will occur.
 - (7) Non-selection for promotion from a group of properly certified candidates except for procedures used.
 - (8) A reduction-in-force action, an adverse action involving discharge from eligible technician employment, suspension, furlough without pay, or reduction in rank or compensation under provisions of 32 USC 709(f)(3).
 - (9) A technician performance rating which is covered under VaTPR430.

SECTION 7-3. GRIEVANCE PROCEDURES

The Employer and the Union expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fail, however, the following procedures are established for the settlement of grievances:

- a. Step 1 - The grievance shall be presented (informally and orally) to the aggrieved Employee's Supervisor. The Employee may be accompanied by a Union Officer, Shop Steward, or select another individual sanctioned by the union to represent him/her or elect to handle the grievance personally. However, any Employee or group of Employees may present a grievance and have it adjusted without Union representation. The Union has the right to have a representative present at the proceedings. The Supervisor shall meet expeditiously with the aggrieved Employee after his request for a meeting. The Supervisor will render his/her oral decision the same day it is presented, if possible, but not later than ten (10) workdays in any case. Most grievances should be settled at this level.
- b. Step 2 - (Informal) If a settlement satisfactory to the employee(s) is not reached at the above step, the grievance will be discussed within the next ten (10) scheduled work days by the aggrieved employee(s), a representative if desired, and the next higher supervisor in line. The supervisor will give an answer as soon as possible or within the next five (5) scheduled workdays orally or in writing.
- c. Step 3 - (Formal) If a settlement satisfactory to the employee(s) is not reached at the above step, the grievance will be submitted, in writing, within the next five (5) work days to the facility Head or his/her designated representative. The nature of the grievance, a summary of the efforts made to resolve the grievance informally, the corrective action sought, and other pertinent information will be noted in submitting the grievance in writing. The Facility Head or designated representative will within five (5) scheduled workdays after receiving the grievance hold a meeting with the aggrieved and representative, if any. A decision will be made within ten (10) scheduled workdays after the meeting.
- d. Step 4 - (Formal) If the employees are not satisfied with the decision of the Activity Head or designated representative, they may within fifteen (15) work days after receipt of such decision submit the grievance directly to the Adjutant General for a decision. A decision will be rendered within thirty (30) workdays or as soon as possible.
- e. Step 5 - If the aggrieved employee(s) is not satisfied with the decision of the Adjutant General, a request may be submitted to the Union, in writing, that the grievance be submitted to arbitration. The Union shall submit a written notice of intent to proceed to arbitration (if so decided) to the Adjutant General within ten (10) workdays from the receipt of the Adjutant General's decision.

SECTION 7-4. TIME LIMITATIONS

- a. Grievances which are not taken up with an employee's immediate supervisor within twenty (20) work days after the occurrence of the matter out of which the grievance arose or within twenty (20) work days of the date where the technician or the Union was aware of the act causing the grievance, will not be initiated. If the employee or the Union does not initiate action to carry the grievance to each succeeding step within the time periods specified, the previous decision rendered will become final and shall not be appealable. If management fails to answer the grievance at any step within the specified time limits, the Union and /or the grievant will be free to advance to the next step of the procedure.
- b. By mutual agreement an extension of the time limitations noted these procedures may be extended by the parties. The agreement to extend time limitation will be reduced to writing spelling out the specific extension period agreed to and will be signed by both the aggrieved and the supervisor/ management official involved. This provision applies to Section 7-3 or 7-4.

SECTION 7-5. MULTIPLE GRIEVANCES

If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are essentially identical), the Union, if it has been designated a representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

SECTION 7-6. OFFICIAL TIME

Sufficient amount of official time will be granted to an aggrieved employee and the Union representative(s) to investigate, prepare, and present a grievance through this procedure, however, no compensatory time will be granted to any such employee or Union representative(s) to accomplish these functions. Employee or Union representative(s) desiring official time for either of the foregoing purposes shall inform the immediate supervisor, if available, or the next higher level supervisor who is available of the reason they desire to be absent from the work area, the anticipated duration of the absence, and must obtain the supervisor's permission if required to be absent from the job site. The employees and the Union may utilize Employer facilities and equipment in its grievance process.

SECTION 7-7. INTENT

The Employer and the Union agree that all employees in the bargaining unit will be treated fairly and equitably. Every attempt will be made by the Union and Management Officials to adjust grievances informally and promptly in the interest of good Employee-Management relations and the mission of the organization.

SECTION 7-8. MISCELLANEOUS

- a. Grievances not resolved through the provision of this Article may be referred to arbitration by either the Union or Employer.
- b. Grieveability/arbitrability issues if unresolved will be handled as threshold issues at arbitration.

SECTION 7-9. APPEALS

Actions taken pursuant to 32 US CODE, 709(f)(3) (such as, reduction in force, removal, suspension, furlough without pay, or reduction in rank or compensation) may be appealed through the Agency appeals

procedure. The Adjutant General will render a final decision. The decision is not subject to further administrative review.

ARTICLE VIII ARBITRATION

SECTION 8-1. SELECTION OF ARBITRATORS

Arbitrators will be selected in accordance with this Article.

SECTION 8-2. ARBITRATION POLICY

The Employer or the Union may invoke binding arbitration over a unit Employee's grievance, except for those matters specifically excluded by Section 7-2b of this Agreement. The party invoking arbitration will provide written notice to the other party within five workdays of such decision.

SECTION 8-3. ARBITRATION PROCEDURES

- a. **POLICY.** The Union or the Adjutant General may invoke binding arbitration. If either party questions the arbitrability of a matter because it conflicts with any applicable existing law or circumstance, the arbitrator will rule on the matter of arbitrability prior to rendering his decision on the merits of the grievance. Any decision rendered by the arbitrator in the above circumstances may be challenged as provided by law.
- b. **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 five 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 (the winner of a coin toss will 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 process.
- c. **PAYMENT OF FEES.** The fee, per diem, transcript and travel costs of the arbitrator to include commercial costs of a site off of the agency property shall be borne equally by the Employer and the Union.
- d. **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 Union. Off site commercial property will be used only as a last resort when mutually agreed government facilities are not available. In the event a date or a location cannot be agreed upon, the arbitrator will decide. Normally the arbitration's hearing will be held during regular duty hours of the basic workweek. Compensatory time will not be authorized Union representatives during non-work periods.
- e. **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.
- f. **EXCEPTIONS TO AN 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 thirty (30) day period beginning on the date the arbitrator's award is served on the filing parties, the award shall be final and binding.
- g. **TRANSCRIPTS.** Should transcript copies be requested by either party, in arbitration, the requesting party will shoulder the burden of payment for such transcripts.

ARTICLE IX - UNFAIR LABOR PRACTICES

SECTION 9-1. RESPONSIBILITIES

- a. Employer Responsibilities. The Employer shall not:
 - (1) Interfere with, restrain, or coerce a technician in the exercise of the rights assured by terms of this Agreement and 5 USC Chapter 71;
 - (2) encourage or discourage membership in the Union by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
 - (3) sponsor, control, or otherwise assist the Union, other than to furnish, upon request, customary and routine services and facilities under 5 USC Chapter 71, when consistent with the best interests of the Employer, its technicians, and the organization;
 - (4) discipline or otherwise discriminate against a technician because he has filed a complaint or given testimony under 5 USC Chapter 71;
 - (5) refuse to accord appropriate recognition to the Union; or
 - (6) refuse to consult, or negotiate with the Union in good faith as required by 5 USC Chapter 71;
 - (7) fail or refuse to cooperate in impasse procedures and impasse decisions as required by 5 USC Chapter 71;
 - (8) otherwise fail or refuse to comply with any provision of 5 USC Chapter 71.
- b. Union Responsibilities. The Union will not:
 - (1) Interfere with, restrain, or coerce a technician in the exercise of his rights assured by 5 USC Chapter 71;
 - (2) cause or attempt to cause an agency to discriminate against any Employee in the exercise of his rights under 5 USC Chapter 71;
 - (3) coerce, attempt to coerce, or discipline, fine, or take other economic sanction against a member of the Union as punishment or reprisal for, or for the purpose of hindering or impeding his work performance, his productivity as an Employee, or the discharge of his duties as an Employee of the United States;
 - (4) call or participate in a strike, work stoppage, or slowdown; picket the agency in a labor-management dispute; or condone any such activity by failing to take affirmative action to prevent or stop it;
 - (5) discriminate against a technician with regard to the terms or conditions of membership in the Union because of race, color, creed, sex, age, national origin, political affiliation, marital status; or
 - (6) refuse to consult, or negotiate in good faith with the Employer as required by 5 USC Chapter 71;
 - (7) fail or refuse to cooperate in impasse procedures and impasse decisions as required by 5 USC Chapter 71;
 - (8) otherwise fail or refuse to comply with any provision of 5 USC Chapter 71.
- c. The Union shall not deny membership to any technician in the appropriate 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 Union or the Association of Civilian Technicians from enforcing discipline in accordance with procedures under its constitution or by-laws, which conform to the requirements of 5 USC Chapter 71.
- d. 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, in the discretion of the aggrieved party, be raised under the grievance procedures or an unfair labor practice but not under both procedures.

ARTICLE X - CONDUCT, DISCIPLINE, AND ADVERSE ACTIONS

SECTION 10-1. GENERAL

- a. This article applies to matters of conduct only. Actions that relate to job performance will be accomplished in accordance with the performance appraisal system (VaNG TPR 430) and any contract modifications. Actions that relate to voluntary and non disciplinary actions will be accomplished according to applicable Technician Program Regulations. It is acknowledged that in some cases disciplinary actions are necessary, however, they should always be of a constructive nature, will not be used as a means to harass personnel, and punitive when relevant.
- b. Disciplinary action will be administered for the sole purpose of correcting offending technicians, problem situations, and maintaining discipline and morale among other technicians. A supervisor should consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a disciplinary action. Prior to imposing a disciplinary or adverse action, full consideration will be given to the relevant factors contained in A-2, TPR 752.
- c. In order to be effective, constructive discipline should be timely. Disciplinary action should normally be initiated as soon as possible after the offense becomes known to the individual's supervisor.
- d. Political activities in the National Guard are subject to the restrictions/limitations outlined in the Hatch Act.

SECTION 10-2. COUNSELING SESSIONS

- a. This type of informal action will consist of a counseling session with the technician by their supervisor. The technician will be advised as to the specific infraction or breach of conduct and exactly when it occurred. The technician will have a labor organization representative present, if desired, and supervisors will advise the technicians of this right prior to this interview. See also Section 10-5 for representation.
- b. Counseling sessions may be recorded on NGB FORM 904-1, in pencil, the technician has the right to request the supervisor to review the annotation.
- c. To protect the confidentiality of the records NGB (904-1) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision and access will be limited to management and/or technicians concerned and individuals to whom the technician has given written permission.

SECTION 10-3. DISCIPLINARY ACTIONS

- a. Disciplinary action consists of oral admonishment and written reprimands. Before disciplining a technician, the supervisor will gather all available facts, discuss them with the technician, and inform them of the reason for the investigation. After considering the technician's response, the supervisor will then advise the technician if the discussion resolved the matter. If an oral admonishment or letter of reprimand is decided upon, the following procedures will apply:
 - (1) an oral admonishment:
 - (a) Is a disciplinary action that notifies a technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. The technician may have a labor organization representative, if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the admonishment. See also section 10-5 Representation.
 - (b) In accordance with TPR 752 a record of oral admonishment may be annotated on NGB 904-1. If a record of oral admonishment is annotated, the technician has the right to request the supervisor to review the annotation within ninety (90) days. If annotation has been removed by this time, it will be considered a resolved issue.

- (2) Written reprimand will:
 - (a) Normally be issued by the appropriate supervisor and coordinated with VAHR for contract and regulatory compliance.
 - (b) The technician may have a labor organization representative present, if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the letter of reprimand.
 - (c) Describe the offense in sufficient detail to enable the technician to understand why the reprimand is necessary.
 - (d) Inform the technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date, may be reviewed upon request.
- b. In order to protect the confidentiality of the records (NGB 904-1) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.
- c. Once the reference to an oral admonishment is erased or a letter of reprimand is removed from the Personnel Folder, it is to be regarded as never having occurred. Reference may not be made to the withdrawn record and it may not be used or relied on to support any subsequent actions.

SECTION 10-4. ADVERSE ACTIONS

- a. An adverse action is an administrative action that results in removal, suspension, or reduction in grade or compensation of any technician. These actions will be accomplished in accordance with TPR 752 and provisions of this agreement.
- b. There must be a reason for taking adverse action and that reason is commonly referred to as a "cause" and is defined as "an offense against the employer-employee relationship". What constitutes a "cause" is a decision that must be made on the merits of each situation.
- c. Having a "cause" may not be sufficient to warrant adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service, i.e. the technician's ability to perform his/her duties and the agency's ability to fulfill its mission, etc.
- d. Adverse actions will not be initiated by any supervisor without consulting with the Reviewing Official, appropriate facility head, and obtaining approval of the VAHR before issuing proposed adverse action and original decisions. The following, as required by contractual agreement and TPR 752, will be the sequence of events for an adverse action:
 - (1) Technicians will normally be given at least a thirty (30) calendar day notice of proposed action signed by the individual proposing the action. The technician or their representative will be given the opportunity to reply to the charges in writing and/or in person to the reviewing official.
 - (2) The technician will be given a Notice of Original Decision signed by the Reviewing Official that will state the specific action being taken. Upon receipt of the decision, the technician has twenty (20) calendar days to file for an appellant review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both.
 - (a) Technicians requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.
 - (b) If the technician requests a hearing the VAHR will submit a written request to NGB for a list of hearing examiners. In turn NGB will provide a list of hearing examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to the Adjutant General. The Adjutant General will consider the recommendation in making the final decision.

- (c) An adverse action will be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action upheld in accordance with 32 USC 709f(4), except for removal actions where second offense is documented in Official Personnel Folder.

SECTION 10-5. REPRESENTATION

- a. Prior to discussion that may lead to disciplinary or adverse actions, the supervisor will notify the technician of the right to Union representation. If the employee requests representation, no further questioning will take place until the representative is present. The designated Union/Chapter Official will be notified in writing by the VAHR that a bargaining unit employee has waived the right of representation. The supervisor will retain the waiver along with the adverse action documentation.
- b. An investigative interview will, if representation is requested, be delayed for a reasonable amount of time until the employee(s) representative can be present. The Union must be provided with an opportunity to be present at these discussions, even if the employee declines representation, pursuant to 5 USC 7114 (a)(2)(B), Union's Right to Representation.
- c. A supervisor who is conducting an investigative interview will notify the technician that the interview may lead to disciplinary action and the employee has the right to remain silent and may refuse to give a written statement until a representative is present or representation has been declined.
- d. When disciplinary or adverse actions are considered, management and the Union agree that the rights and privacy of the individual will be observed at all times.

SECTION 10-6. RECORDS

- a. In any disciplinary or adverse action, an employee will, upon written request, be furnished a copy of all written documents in the employer's file which contain evidence used by the employer to support disciplinary action consistent with the Freedom of Information Act (FOIA).
- b. No written entry will be made on NGB FORM 904-1 concerning disciplinary matters without the knowledge of the employee. The employee may initial the entry if he/she desires. The employee's initials acknowledge that the employee knows that an entry was made but in no way should initialing the entry be considered an agreement with the entry or an admission of guilt.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

SECTION 11-1. POLICY

The Virginia National Guard technician Equal Employment Opportunity Affirmative Action Plan complies with 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 Union agree to the fullest in providing equal employment opportunity for all qualified applicants and technicians and to prohibit discrimination because of age, race, color, creed, sex, or national origin. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

SECTION 11-2. PROGRAMS

The Employer agrees to receive recommendations and suggestions from the Union on matters relating to the Equal Opportunity Program.

SECTION 11-3. COUNSELORS

The Employer agrees to receive recommendations from the Union for candidates for positions as part-time Equal Opportunity Counselors.

SECTION 11-4. ADJUSTMENTS

- a. Any technician who believes they have discriminated against in any matter because of race, color, religion, sex, age, handicap, or national origin may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area within forty-five (45) calendar days of the occurrence.
- b. Any bargaining unit technician who feels they have been the victims of sexual harassment may file an EEO complaint through the statutory procedures by contacting an EEO counselor within forty-five (45) days of the occurrence.

SECTION 11-5. HEARINGS/REPRESENTATION

Attendance at a hearing is limited to persons as determined by the administrative judge to have a direct connection with a complaint. When present the Union representative will be in an official duty status. When a complainant is, through normal EEO procedures notified of the date, time and location of the hearing, and when deemed appropriate by the Administrative Judge, a service copy of this notification will be sent to the Union Chapter President.

ARTICLE XII - WAGE SURVEYS

SECTION 12-1. GENERAL

The Employer shall notify the Union as soon as practical when information is received that higher authority has directed the start of an official wage survey in the area.

SECTION 12-2. REQUEST FOR WAGE SURVEY

The Union has the right to request a full-scale wage survey be conducted when significant industry wage raises have taken place in the area.

SECTION 12-3. ORGANIZATION FUNCTIONS AND RESPONSIBILITIES

Organization, functions, and responsibilities of the Agency, Employer and local wage survey committee shall be as prescribed by applicable regulations.

SECTION 12-4. WAGE SURVEY AND DATA

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

ARTICLE XIII - TRAINING

SECTION 13-1. GENERAL

Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the Employer and the Union recognize the continuing need for additional training or retraining. Therefore, the Employer and the Union will encourage Employees to participate in self-development and self-initiated training programs to increase their efficiency and enhance their career potential.

SECTION 13-2. TRAINING PROGRAMS

The Employer is responsible for establishing training programs (IAW TPR 400) and as may be required to improve the efficiency of the Virginia National Guard technician Program. In developing these training programs, the Employer may review plans with and solicit recommendations from the Union; however, the final decision of the content, scheduling and conduct of the training remains with the Employer.

SECTION 13-3. TRAINING PREREQUISITES

- a. Nothing in this article is to be construed as waiving the training prerequisites outlined in appropriate position descriptions.
- b. When details of pending changes in technology, function, organization, and mission are available, it shall be the responsibility of management officials to plan for maximum retraining of the employee(s). Consideration will be made to waive qualification requirements in accordance with applicable laws and regulations to place employees in lines of work where their services can be utilized.

SECTION 13-4. TRAINING OPTION

- a. On-the-job and/or formal training will be provided as necessary to assist the employee in meeting any new requirements of their position.
- b. 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.

SECTION 13-5. NOTIFICATION OF TRAINING AVAILABILITY

- a. The Employer is responsible for insuring that technicians and Union Officials are notified of the availability of funded civilian and military training courses on a timely basis.
- b. Non-funded available schools may be requested and attendance at which will be at the discretion of the Employer.

SECTION 13-6. MILITARY SERVICE SCHOOLS

Training in a technician status is authorized under TPR 400 (410.4) and other appropriate regulations.

ARTICLE XIV- HEALTH, SAFETY, AND WELFARE

SECTION 14-1. GENERAL

It is the Employer's responsibility to establish and maintain an effective and comprehensive occupational safety and health program that as a minimum complies with all governing regulations. It is acknowledged that certain tasks necessarily performed involve a degree of hazard, therefore, when the employer has determined a duty is hazardous, the employer agrees that employees normally will not be required to perform duties of a hazardous nature until after the necessary briefings, instruction, training, or schooling have been completed and all available safety precautions and devices have been incorporated.

SECTION 14-2. WORKMAN'S COMPENSATION

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

SECTION 14-3. EXTREME COLD

The employer and the labor organization mutually recognize the hazards of working in extremely cold temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. It is acknowledged that it is the responsibility of each employee to insure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. Employer agrees not to assign technicians to work in adverse weather conditions unless the technicians have been issued wet weather/and or cold weather clothing authorized by the technician's unit of assignment.

- a. Management acknowledges that there are certain cold factors beyond which employees are incapable of performing sustained work.
- b. Therefore, the following chill factor table indicating the duration of outside work that may be performed without rotation to inside work for a fifteen minute warm-up is hereby agreed to.

<u>CHILL FACTOR TEMPERATURE</u> <u>DEGREES FAHRENHEIT</u>	<u>TIME LIMIT FOR EXPOSURE IN</u> <u>HOURS/MINUTES</u>
• -50 and under	:05
• -45:	10
• -40:	20
• -35:	30
• -30:	45

• -25	1:00
• -20	1:15
• -15	1:30
• -10	1:45
• -05	2:00

- c. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied along with the above indicated maximum exposure time.
- d. The official temperature and wind velocity will be obtained from the RIC ATIS, the wind/chill factor temperature calculated and the results posted in a conspicuous location and as a minimum; once before 0800 hours if the wind chill is forecast to be 0 degree Fahrenheit or less.

SECTION 14-4. EXTREME HEAT

The employer and the labor organization mutually recognize the hazards of working in extremely hot temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures

- a. Management acknowledges that there are certain heat factors beyond which employees are incapable of performing sustained work.
- b. Therefore, the AASF SOP, dated 01Feb98, policies concerning working in extreme heat (wet bulb, etc.) will be utilized by the employer.
- c. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied along with the above indicated maximum exposure time.

SECTION 14-5. TDY SAFETY

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

SECTION 14-6. SAFETY GLASSES AND PROTECTIVE CLOTHING

- a. The employer will furnish at no cost to the technicians, safety eyeglasses to include prescription lenses to technicians who are required by medical prescription to wear glasses, upon furnishing a request and justification and upon approval of the base safety officer. The technician will furnish a current eyeglass prescription or a new prescription as vision changes occur. All issued safety glasses broken on the job will be replaced at no cost to the technician. The individual may select either plain or tinted glasses.
- b. All protective footwear, clothing and equipment required and authorized by applicable regulations will be provided by the employer at no cost to any technician.
- c. PPE must be used by all employees when directed or recommended by applicable directives/regulations.

SECTION 14-7. HAZARDOUS MATERIAL COMMUNICATION TRAINING PROGRAM

- a. Hazardous material information and training will be made available IAW current DOD directives.
- b. All personnel will receive the training required by the directives and standard detailing the hazards associated with chemicals used in their respective shops. Employees who handle, use, or are

potentially exposed to hazardous materials in the course of official duties, may qualify for hazardous duty and/or environmental differential pay IAW TPR 550 and will receive training on the specific hazards in their work area. This training will be conducted upon initial work area assignment and whenever a new hazard is identified or introduced into a work area. This initial training will occur before employees are exposed to hazardous materials.

- c. All training will be properly documented to ensure completion of required training.
- d. Manufacturer Safety Data Sheets (MSDS) will be available to all supervisors, all employees exposed to any chemical hazard, and/or the employee representative. The MSDS will be on file in a known location and accessible to all the above individuals.

SECTION 14-8. SAFETY SURVEY

The Labor Organization shall be provided with a copy of draft and final reports of Safety Surveys, upon request and will have a representative on the Safety Committee.

SECTION 14-9. HAZARD REPORTING

- a. A hazard may be reported by any person and may be submitted on any event or condition that affects safety.
- b. Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:
 - (1) Ground operation and maintenance of aircraft.
 - (2) Ground operation and maintenance of vehicles.
 - (3) Operation and maintenance of facilities.
 - (4) Training and education programs.
 - (5) Work environment.
- c. Hazards should be reported to responsible supervisors so action can be taken. Oral reports for imminent danger situations are mandatory. In such situations the Safety Officer will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, an appropriate Hazard Report will be prepared and given to the section supervisor. Hazard Reports may be submitted anonymously, directly to the Safety Officer.
- d. The Safety Officer will review and evaluate the report IAW all applicable directives.
- e. If after review and processing of the report by the Safety Office, the originator is not satisfied, the employee may appeal IAW the regulations or file a grievance.

NOTE: Applicable Safety Regulations are on file and are available to all employees.

- f. The term "imminent danger" means any conditions or practices in any work place which could reasonably be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient) immediately or before there is sufficient time for imminence of such danger to be eliminated through normal procedures.
- g. In the case of imminent danger situations, employees shall make reports by the most expeditious means available.
- h. The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through hazard reporting and abatement procedures. In these instances, the employee must report the situation to his supervisor or the next immediately available higher level supervisor.
- i. If the supervisor believes the condition or corrected condition does pose an immediate danger, then management may request an inspection by the Safety Officer and then contact the Union, who shall be afforded the opportunity to be present at the time the inspection is made.

- j. In the event of an accident, involving a member of the bargaining unit, the Union will have the opportunity to review all reports of the investigation team.
- k. Should the Safety Officer decide the condition does not pose an immediate danger or if the supervisor gives the instruction to return to work, with or without attempted corrective action, the employee must choose between:
 - (1) Setting aside his or her concerns and perform the work or:
 - (2) Disobey the order and risk disciplinary action, for example, insubordination.

SECTION 14-10. PHYSICAL FITNESS

Technicians are authorized to participate in the physical fitness program in accordance with the TAG Command Policy Letter and AASF Policy Letter. Schedules may be negotiated with an employee's immediate supervisor if a general fitness program schedule has not been agreed upon.

ARTICLE XV - INCENTIVE AWARDS

SECTION 15-1. INCENTIVE AWARDS

The Union and Management agree that the Incentive Awards Program (TPR451) can greatly benefit the Technician Program, and be of real significance in improving the morale and well being of the work force. The Employer will publicize all aspects of the program and the Union will undertake to encourage Employee participation.

SECTION 15-2. PROGRAM OBJECTIVES

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

SECTION 15-3. INCENTIVE AWARDS COMMITTEE

It is recognized that an incentive awards committee will be established by the Employer and will serve all technicians in the State.

ARTICLE XVI - IMPACT AND IMPLEMENTATION BARGAINING

SECTION 16-1. PURPOSE

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

SECTION 16-2. APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION BARGAINING

Matters appropriate for negotiations and consultation between the parties shall include, but are not limited to, personnel policies, practices and matters which affect working conditions, to include such matters as safety, labor management cooperation, employee services, methods of grievance adjustments, appeals, granting/denial of leave, promotion plans, demotion practices, reduction in force procedures, hours of work, and TDY assignment procedures.

SECTION 16-3. CHANGES AFFECTING WORKING CONDITIONS

Management and/or HRO agrees to make available to the Union a current copy of AASF Standard Operating Procedure and other Official draft copies of appropriate regulations/policies or changes to thereof currently under management review and/or as when derived; affecting working conditions for review prior to implementation. If the labor organization desires formal discussion concerning contents of the drafts, management should be contacted within five (5) working days after receipt to establish a meeting time/place to discuss the matter.

SECTION 16-4. MEETINGS

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

ARTICLE XVII - REDUCTION IN FORCE

SECTION 17-1. GENERAL

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

SECTION 17-2. PROCEDURES

Procedures relating to reduction in force will be governed by provisions of applicable laws, TPR 300-351, and VaNGTPR 300-351 (when released). The detailed procedure to affect this article will be in accordance with Article 16 (Impact and Implementation Bargaining) of the Labor Management Agreement. Further, it is agreed between the parties that procedures used by management officials in exercising their authority are negotiable and to that extent the Adjutant General, in recognizing the responsibility of the Union to represent the bargaining unit, agrees to negotiate appropriate arrangements for the bargaining unit adversely affected by implementation of this article.

SECTION 17-3. DEFINITIONS

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

- b. **Competitive Areas-** A Competitive area should be identified during advanced planning for a Reduction in Force (RIF). At the time a RIF notification is received, impact bargaining will take place to determine that portion of the bargaining unit affected.
- c. **Competitive levels:**
 - (1) A competitive level consists of all positions within a competitive area, which are in the same grade, same service (excepted or competitive) and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program.
 - (2) Supervisory positions will not be placed in the same competitive level as bargaining unit employees.
 - (3) Non-bargaining unit technicians will not compete with bargaining unit technicians for bargaining unit positions.
- d. **Tenure Groups:** technicians are divided into three (3) Tenure groups:
 - Group I- Technicians under permanent appointment who are not serving on probation or trial periods.
 - Group II- Technicians serving on probation or trial periods.
 - Group III- Technicians who have been given indefinite appointments in the excepted service (Temporary employees)
- e. **Retention registers:** A record that lists technicians in descending order, within their competitive levels, starting with the technician with the highest score first. The employer agrees to notify the Union as soon as a reduction in force is indicated. The notification should include, but not be limited to, the impact of the RIF and procedures. The Union may make its views and recommendations known concerning the implementation of such actions. After receipt by the Union of the spaces affected, the approximate date when personnel actions will be affected and reasons for RIF, the Union agrees not to divulge the contents of the plan until official notice has been received by the Employee affected.

SECTION 17-4. FILLING OF VACANCIES

In the event of a reduction in force, existing vacancies in the unit of recognition considered necessary to be filled by the Employer will be utilized to the maximum extent possible. Employees who otherwise would be separated from the service will be placed in these existing vacancies for which they may qualify through retraining. All reduction in force actions will be executed in strict compliance with applicable laws and regulations.

ARTICLE XVIII - UNION REPRESENTATION

SECTION 18-1. VISITING REPRESENTATIVES

Authorized representatives of the Association may, subject to security regulations and visitor control procedures, visit the Agency for the purpose of accomplishing official labor organization business (excluding such actions as soliciting membership, administrative duties, collection of dues, election of officers, meetings, and posting and distribution of literature, all of which must be accomplished during non-duty hours). The Union will request, in writing, approval of the Employer for each visit as far in advance of desired date as possible, normally, no later than five workdays prior to visit. Verbal requests may be made for less than five workdays advance notice citing reasons for short notice request. If a visit request is denied, reasons will also be cited. Visiting official may be escorted by a Union Officer to first visit the Employer upon arrival at the facility. Each request for visiting Association official(s) will include the following:

- a. Name of labor organization official(s) visiting.
- b. Labor organization position.
- c. Purpose of the visit.

- d. Time and duration of visit.
- e. Name of person(s) to be visited.
- f. Name of any Employer official to be contacted.

ARTICLE XIX - USE OF FACILITIES

SECTION 19-1. SPACE FOR UNION BUSINESS

Upon request of the Union, the Employer will provide space, when available, for the conduct of official Union business.

SECTION 19-2. BULLETIN BOARDS

- a. The Employer agrees to permit the Association unofficial Bulletin Board space with two bulletin boards not to exceed 12 square feet of space each for exclusive use of the Union. The Association will remove any material posted, which is deemed by the Employer to be of a derogatory or scurrilous nature. The location of these bulletin boards will be agreed upon by the Union and the Employer.
- b. The Union is responsible for maintaining the boards in an orderly condition at all times.
- c. All costs incident to the preparation and posting of material will be borne by the Union and such work shall be accomplished during non-duty hours.

SECTION 19-3. INTEROFFICE MAIL

The Union shall have access to the use of interoffice mail and messenger service for official correspondence between the Union and Management officials.

SECTION 19-4. LUNCH AND SANITATION FACILITIES

The Employer agrees to provide lunch and sanitation facilities. The Employer may consult and accept recommendations from the Union on improvements to such facilities.

SECTION 19-5. OFFICE SPACE AND EQUIPMENT

The employer agrees to provide adequate office space for Union representatives. The Union is permitted to install a telephone in the office and bear any expenses in the installation and use of such telephone. Union Officers and/or representatives will have access, subject to security regulations, to the designated office space before, during, and after normal duty hours.

ARTICLE XX - PUBLICATIONS

SECTION 20-1. PUBLICATIONS

Requests for procurement of pertinent regulations, directives, and publications applicable to the technician program will be submitted through VAHR and provided to the Union in a timely manner.

SECTION 20-2. MANNING DOCUMENTS

Upon request, the Employer or VAHR will provide the Union a copy of the current technician manning document showing positions authorized for the bargaining unit and changes as they occur.

ARTICLE XXI - AGREEMENT ADMINISTRATION

SECTION 21-1. AGREEMENT ADMINISTRATION

- a. The effective date of this agreement shall be the date of final approval of all Articles by the Defense Civilian Personnel Management Service (DCPMS). If the Agreement has not been approved or disapproved within thirty days from the date of its execution by Labor and Management, it shall go into effect without the required approval of the DCPMS and shall be binding on the parties, subject to the provisions of the Code of Federal Regulations (CFR) and/or other applicable law, rule, or regulation.
- b. This Agreement, as executed by the parties, shall remain in full force and effect for a period of thirty-six (36) months from the date of its approval and from year to year thereafter unless either party shall notify the other party in writing no more than one hundred five (105) calendar days nor less than sixty (60) calendar days prior to such date, or to any subsequent anniversary date, of either party's desire to modify or terminate this Agreement. If either party has notified the other of a desire to modify this Agreement, and a new Agreement has not been reached upon the expiration date, then this Agreement shall remain in full force and effect until a new Agreement is effected. It is understood by the parties hereto that this Agreement shall terminate at any time that it is determined that the Union is no longer entitled to exclusive recognition under Title 5, US Code, Chapter 71, as amended.
- c. Amendments to this Agreement may be negotiated at any time during the life of this Agreement by mutual consent of the parties. No amendment may be put into effect without written concurrence of both parties and final approval of the DCPMS in accordance with Section 21-1a above. The party desiring an amendment will notify the other party of its desires at least thirty (30) calendar days prior to the requested date of meeting. Such notification will be in writing and will state the proposed items to be negotiated.
- d. This Agreement is further subject to opening as follows: amendment(s) may be required because of changes made in applicable laws or executive orders after the effective date of this Agreement. In such event, the parties will meet the requirements of such laws or executive orders. Such amendment(s) as agreed to will be duly executed by the parties and becomes effective upon approval by the DCPMS.
- e. This agreement sets forth the respective roles and responsibilities of the parties; and indicates the nature of the subject matter of proper mutual concerns. The Employer and the Union agree that they have had full and fair opportunity to bargain on all aspects of all topics contained in this agreement and that this contract represents the parties' full, fair 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 is to, but not limited to:
 - (1) Ensure technician participation in the formulation of personnel procedures through impact and implementation (I&I) bargaining by the Union.
 - (2) Provide for the highest degree of efficiency and responsibility in accomplishing the mission of the Employer.
 - (3) Promote systematic labor-management cooperation.
 - (4) Facilitate the adjustment of grievances and disputes to a fair and equitable solution.
 - (5) Establish the procedures and methods that will hereinafter govern the working relationship between the labor and management.
 - (6) Express the full agreement of labor and management and shall govern those areas covered in this contract and that they will be bound by the terms of this agreement.

ARTICLE XXII - ALLOTMENT OF LABOR ORGANIZATION DUES

SECTION 22-1. PURPOSE

To provide an arrangement for the voluntary allotments by Employees to effect payments of their dues as members of the organization unit in accordance with 5 USC 7115.

SECTION 22-2. DEFINITIONS

- a. **Eligible Employee.** A member of the Union in good standing who is employed by the Agency in the unit for which the Union has been accorded exclusive recognition and whose net salary after other legal and required deductions is sufficient to cover the amount of authorized allotment.
- b. **Dues.** The regular periodic amount required to maintain a member in good standing with the Union, but shall not include such items as initiation fees, special assessments, back dues, fines, and similar items.
- c. **Inactive Employee:** A member of the Union in good standing who because of involuntary call up for extended Active Duty during Mobilizations and/or Deployments was placed in a LWOP status and not capable of allotments to be drawn, will be placed in a suspense or inactive status until the employee returns to work and allotments are once again drawn. The employee will not be removed from the Union membership rolls during this period, but the employee may not be eligible for certain benefits available through the Union.

SECTION 22-3. RESPONSIBILITIES OF THE UNION

The Union shall be responsible for procuring and distributing Standard Form 1187 to its members, certifying as to the amount of its dues, delivering completed forms to the VAHR, and educating its members on the program for allotments for payments of dues, its voluntary nature and its uses.

SECTION 22-4. TERMINATION OF ALLOTMENTS

- a. An allotment shall be terminated when the Employee leaves the unit as a result of resignation, retirement, transfer, or other separation from the rolls of the activity, or other appropriate personnel action, or when the Employee has been suspended or expelled from the Labor Organization.
- b. An allotment will be placed in a suspense or inactive status when an employee is not capable of having allotments drawn while in a LWOP status due to involuntary call up for extended Active Duty Mobilizations and/or Deployments. After the employee returns and beginning with the first reported pay period of work, the allotment will be activated again and deductions will be drawn.
- c. The Labor Organization shall notify the VAHR, in writing, not later than five (5) workdays after the action, when a member who has authorized dues withholding is suspended or expelled from the Labor Organization.
- d. The VAHR will notify the Labor Organization, in writing, not later than five (5) workdays after receipt of revocation of an allotment by an Employee.
- e. An Employee may, at any time after one year of membership, voluntarily revoke his allotment for payment of dues. However, such voluntary revocations will only become effective at the start of the first pay period beginning after 1 March and 1 September provided a SF 1188 is received by the VAHR at least two weeks prior to the effective pay period.

SECTION 22-5. REPORTING PROCEDURES

The Agency comptroller will forward, after each payroll period for which deductions are made pursuant to voluntary allotments, the remittance of dues withheld and a listing of names, and amounts withheld to:

Treasurer
Union of Civilian Technicians
12510-B Lake Ridge Drive
Lake Ridge, Virginia 22191

SECTION 22-6. WITHHOLDING RATE

- a. The regular dues will be computed as determined by the National dues rate multiplied by the Employee's rate of basic pay and will not include compensation paid to Employees for hazardous duty, overtime, shift differential, premium pay or other related pay adjustments over and above the Employee's basic rate of pay. Per capita withholding will be computed to reflect any change in only the Employee's basic salary. All computations will be adjusted to the nearest whole cent.
- b. The Union agrees that changes in the amount of the allotment for the payment of dues to the Labor Organization shall not exceed one (1) in any calendar year, except as may be caused by Employee pay adjustments (pay scale increases, advancement).

SECTION 22-7. PREVIOUS AGREEMENTS

Upon agreement of this contract, all previous dues withholding agreements are terminated.

ARTICLE XXIII - DATE OF EXECUTION AND AGREEMENT

SECTION 23-1. EXECUTION OF AGREEMENT

In witness the parties hereto, by their authorized representatives, have executed this Agreement on this
20th day of July 2001.

NEGOTIATION TEAM MEMBERS

FOR THE EMPLOYER:

FOR THE UNION:

This agreement was approved by the Department of Defense on 9 October 2001.