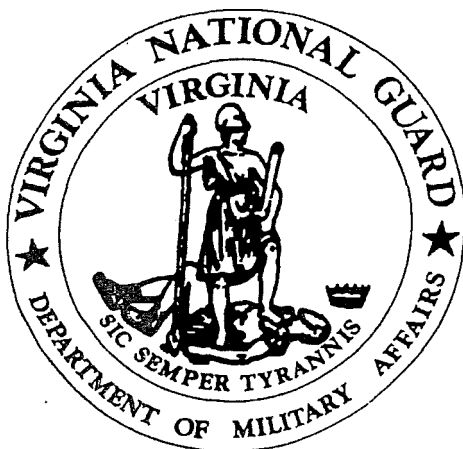
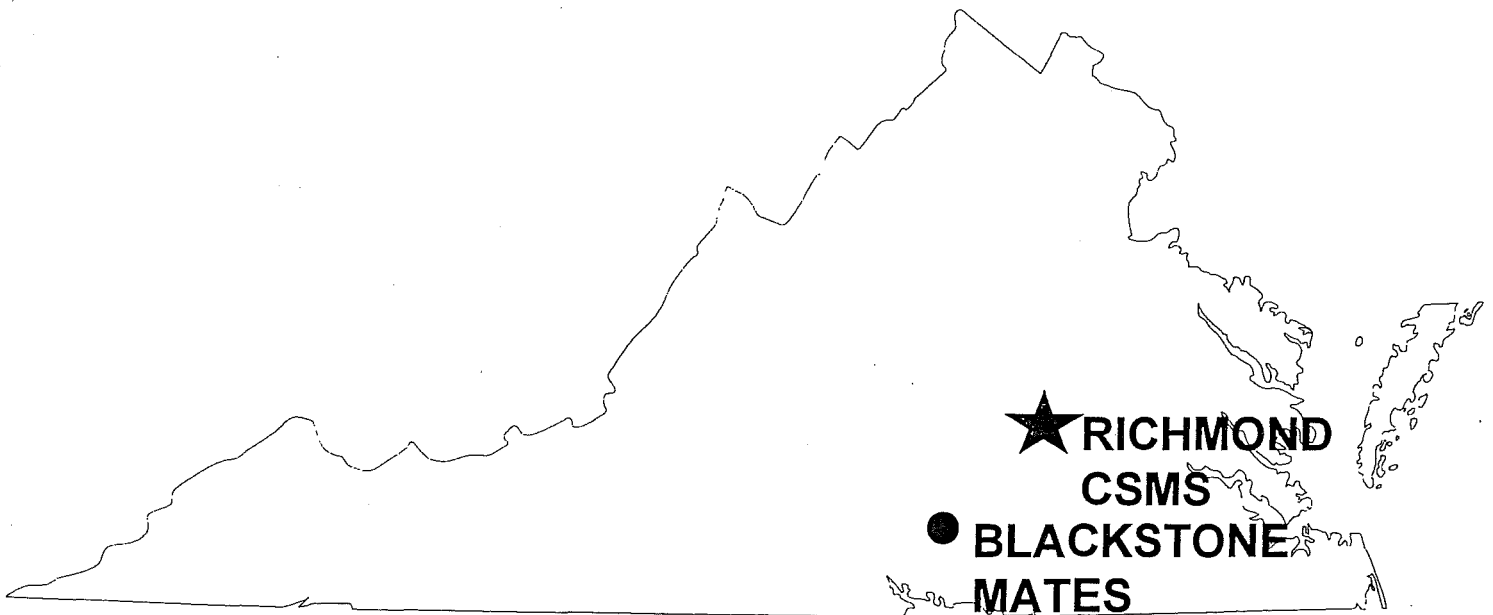


**LABOR MANAGEMENT AGREEMENT  
BETWEEN  
THE ADJUTANT GENERAL OF VIRGINIA  
AND  
THE SOUTHSIDE CHAPTER OF ACT**





## **ARTICLE 1**

### **GENERAL PROVISIONS**

#### **Section 1-1 Recognition, Unit Designation, and Definitions:**

a. The Employer recognizes the Southside Virginia Chapter, Association of Civilian Technicians as the Exclusive Bargaining Representative for the Bargaining Unit.

b. The Bargaining Unit shall be composed of all eligible Virginia Army National Guard Wage Board and General Schedule employees employed by and assigned to the MATES, Fort Pickett, and the CSMS, Richmond, VA, except supervisors, management officials, and technicians engaged in federal personnel work in other than a purely clerical capacity.

c. The Labor Organization recognizes the responsibility of representing the interests of all such employees without discrimination and without regard to membership with respect to grievances, personnel policies, practices, procedures, or other matters affecting their welfare and general working conditions.

d. The term "supervisor" shall be defined as in 5 USC 7103(a)(10). The term "management official" shall be defined as in 5 USC 7103(a)(11).

e. For the purpose of this Agreement, Impact and Implementation bargaining is defined as mutual discussion of policies, programs, and procedures related to work conditions of members of the Bargaining Unit which are within the authority of the Employer for the purpose of obtaining Labor Organization views, and when appropriate, exchange proposals and bargain the appropriate arrangements before the Employer takes final action.

f. 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.

#### **Section 1-2 Provision of Laws and Regulations:**

a. It is agreed and understood by the Employer and the Labor Organization that in the administration of all matters covered by this agreement officials and employees are governed by existing laws and regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations and by published agency policies and regulations in existence at the time the agreement is approved.

b. The fact that the Labor Organization agrees to published agency policies and regulations in existence at the time the agreement is approved does not preclude the Labor Organization from meeting and conferring, upon request, after official notification, on any agency policy and/or regulation.

## **PREAMBLE**

In accordance with the provisions of Title 5, U.S. Code, Chapter 71, the following agreement is entered into between the Adjutant General of Virginia, Virginia Army National Guard, Blackstone, Virginia, hereinafter referred to as the "Employer," and the Southside Virginia Chapter, Association of Civilian Technicians hereinafter referred to as "Labor Organization" or "Union".

## **WITNESSETH**

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

Whereas it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Title 5 United States Code; to establish a basic understanding relative to personnel policy, practices, and procedures affecting conditions of employment within the jurisdiction of the Employer; and to provide means for amicable discussion and adjustment of matters of mutual interest; and in fulfilling these responsibilities, the parties do affirm that they will cooperate in all efforts to insure good relations among the Employer, the Labor Organization, the employee, and the local community.

Whereas the efficient administration of the Government and the well-being of employees require that orderly and constructive relationships be maintained between the parties hereto; and

Whereas subject to law and the paramount requirements of the public service, Labor-management relations should be improved by providing employees an opportunity for participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

The Employer agrees to inform employees of their rights to include annually in writing and to ascertain that no interference, restraint, coercion, or discrimination is practiced by any management or supervisory official to encourage or discourage membership in the Labor Organization.

Therefore, the parties agree hereto as follows;

### **Section 1-3 Duration and Changes:**

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 the parties, 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. In the event that a particular article or section of an article is not approved by DCPMS, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by DCPMS shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approved by the DCPMS.

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 Labor Organization 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 1-3a 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 Labor Organization agree that the parties 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, final and complete agreement on all aspects of the topics included in the agreement for the life of the contract. The purpose of the parties in entering into this 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 Labor Organization.

(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 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.

#### **Section 1-4 Matters Appropriate for Negotiation:**

a. All matters appropriate for consultation or negotiation at the local level, in accordance with public law or regulation, will be addressed upon request of either party provided they are not inconsistent with the terms of this agreement.

b. Either party has the right, at reasonable times, to confer with the other concerning subjects appropriate for negotiation as outlined in Section 1-4a, above, and matters affecting employee morale. The party desiring a meeting shall give reasonable notice to the other party, specifying the subject matter to be discussed and, if appropriate, summarizing the incident or condition, if any, which necessitates the meeting. Summaries or other records of meetings shall be made as either party deems necessary, unless the parties mutually agree in advance that a formal record of a meeting is necessary. Such formal records will include dates, those in attendance, subjects discussed, a summary of the discussion, and decision reached, if any.

c. It is recognized that this Agreement is not all inclusive and the fact that certain working conditions have not been specifically covered in the agreement does not lessen the responsibility, but rather compels either party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered by this Agreement.

d. Mid-term negotiations between the parties will be governed by latest ground rule procedures executed between both parties. Replies to proposed changes will be made within fifteen (15) calendar days.

#### **Section 1-5 Employer Rights:**

a. Subject to Section 1-5b 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 1-6. Procedures and Appropriate Arrangements (Impact & Implementation Bargaining)**

a.. Prior to implementation of any substantive change that could adversely affect one or more members of the bargaining unit, management will provide the labor organization with reasonable advance notice of the proposed change.

b. Matters appropriate for negotiations and consultation between the parties shall include, but are not limited to, changes in 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.

c. Management agrees to deliver to a union official draft copies of appropriate regulations/policies affecting working conditions for review prior to implementation. Management will identify a tentative effective date for implementation of the change, normally not less than 45 days from the date of the notice. If the labor organization desires formal discussion concerning contents of the drafts, management should be contacted within ten (10) working days after receipt to establish a meeting time/place to discuss the matter. Upon notification by the labor organization, management agrees to meet and confer as soon as practicable, date and time by mutual consent. The employer and the labor organization agree to resolve all issues prior to the tentative effective date of implementation unless both parties agree to extend the deadline. If the parties reach impasse following good faith I&I bargaining and either party seeks FMCS/FSIP assistance during the notice period, the deadline may be extended.

d. If the labor organization does not respond to a reasonable advance notice of change or does not follow through on a response with an actual effort to negotiate in a timely manner, the agency may implement the change as proposed.

### **Section 1-7 Employee Rights:**

a. Each employee shall have the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided by statute, the right to assist a labor organization extends to the management of the organization including the presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. Both parties shall take the necessary actions required to assure that employees in the unit are apprised of their rights under this section; and that no interference, restraint, coercion, or discrimination is practiced by the Employer or the Union to encourage or discourage membership in a labor organization.

b. Any employee, regardless of Labor Organization membership, shall have the right to bring matters of personal concern to the attention of appropriate officials under applicable laws, rules, regulations, or established agency policies.

c. Paragraph (a), above, does not authorize participation in the management of a labor organization or acting as a representative of such an organization by a supervisor, or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee. It is specifically agreed that any employee whose assigned duties require that he present the interests of the Employer in consultation or negotiation with any labor organization may not participate in the management of the Labor Organization or act as a representative of such organization.

d. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.



e. When the Employer conducts an examination of a unit employee, the employee being interviewed is entitled, upon the employee's request, to the presence of an Labor Organization representative if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him or her. The employee will be informed of his/her right to representation prior to questioning.

### **Section 1-8 Union Rights and Obligations:**

a. The Labor Organization is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the Bargaining Unit. The Labor Organization is responsible for representing the interests of all employees in the Bargaining Unit it represents without discrimination and without regard to labor organization membership.

b. The Labor Organization shall be given the opportunity to be represented at:

(1) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(2) any examination of an employee in the unit by a representative of the agency in connection with an investigation if :

(a) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(b) the employee requests representation.

c. Grievances of employees in the Bargaining Unit are subject to the Negotiated Grievance Procedure for covered matters. In pursuing a grievance filed under the Negotiated Grievance Procedure an employee may handle his own grievance or be represented by the Labor Organization and the Labor Organization shall have the right to be present during the grievance proceeding pursuant to statute.

d. The Labor Organization will be notified when an orientation session is scheduled at the work site for a new employee(s), and may have a representative present to participate in the orientation session.

**Section 1-9 Unfair Labor Practices:** Unfair labor practices (ULPs) may be committed by either the Employer (Agency) or the Labor Organization. Both the Employer and the Labor Organization have a responsibility to avoid committing ULPs. Actions which constitute a ULP are fully described in 5 USC 7116. The following are examples of the types of ULPs:

a. Agency:

(1) To encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment.

(2) To refuse to consult or negotiate in good faith with a labor organization as required by 5 USC Chapter 71.

b. Labor Organization:

(1) To cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under 5 USC Chapter 71.

(2) To refuse to consult or negotiate in good faith with an agency as required by 5 USC Chapter 71.

## ARTICLE 2

### LABOR ORGANIZATION REPRESENTATION

**Section 2-1 Officer/Steward List:** The Labor Organization agrees to furnish the Employer, and maintain on a current basis, a complete list of all Labor Organization officers and stewards to include work area and phone numbers. Personnel not appointed by the Labor Organization will not be allowed to act for the Labor Organization. The Labor Organization will appoint bargaining unit representatives in writing. The Labor Organization President or Executive Vice-President may appoint bargaining unit representative telephonically with the appointment to be accomplished in writing within five (5) working days.

**Section 2-2 Official Time:**

a. Official time will be made available without loss of annual leave during normal duty hours for the labor organization representatives to carry on business that is of mutual interest to the employing agency and the labor organization. Official time provisions encompass negotiations between a labor organization representative and an agency representative, regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining agreement. Labor Organization representatives' normal work schedule may be adjusted to allow utilization of the approved official time provisions contained within this article.

b. Official time will be granted in accordance with VaNGTPR 630 and this Article. The labor organization representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. The supervisor must concur unless the mission of the section cannot be accomplished without the presence of that representative. Ordinary workload normally will not preclude the release of employees under this section. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. Official time provisions include, but shall not be limited to:

- (1) Steward(s) conferring with employees and/or supervisors on grievances.
- (2) Labor management meetings to meet and confer, and when required, bargain procedures on the implementation of policies which affect working conditions or for the labor organization to make recommendations to management.
- (3) Preparatory time for pre-negotiations, negotiations, appeal(s), grievances, complaints or scheduled meeting(s).
- (4) Travel time to and from pre-arranged meetings with the Adjutant General or other management officials. In accordance with applicable JTR/regulations, the labor organization representatives will receive travel and per diem allowances when these meetings are scheduled out of the representative's immediate area.
- (5) To prepare and maintain records and reports required of the union by federal agencies. To maintain financial records and books required to complete DOL reports.

(6) Reasonable time will be allowed union officials and employees to change clothes prior to and subsequent to the situations contained in the civilian attire section below.

(7) The Chapter President or designee will be allowed reasonable official time not to exceed eight (8) hours per pay period to perform chapter administrative duties associated with labor management statute and this agreement.

(8) Union officials when representing Federal Employees by visiting, phoning and writing to elected representatives concerning desired legislation which would impact the working conditions of employees represented by ACT.

**Section 2-3 Internal Union Business:** Any activities performed by any Union Representative relating to the internal business of the Labor Organization including the solicitation of membership, elections, membership meetings, etc. shall be performed during the time the representative is in a non-duty status. Employees attending or participating in such events will also be in a non-duty status.

**Section 2-4 Restraint/Interference:** The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officials and stewards in the performance of duties related to their responsibilities as exclusive representatives for bargaining unit members.

**Section 2-5 Visiting Officials:** Authorized representatives of the Labor Organization from the National ACT may, subject to security regulations and visitor control procedures, visit the facilities for the purpose of accomplishing official labor organization business. The Labor Organization will provide notification to the facility superintendent as far in advance as reasonably possible.

**Section 2-6 Civilian Attire:** Labor Organization representatives will not be required to wear the military uniform while performing representational functions or other Labor Organization activity related functions. These functions include but are not limited to the following:

- a. When conducting contract negotiations with the Employer.
- b. While attending labor-management seminars at commercial facilities sponsored or hosted by the national office of the Association of Civilian Technicians, U.S. Department of Labor, Department of Defense, Wage Setting Authority, etc.
- c. When representing the Labor Organization at third party proceedings.
- d. Performing representational duties on behalf of bargaining unit members.
- e. Employees in the Bargaining Unit will not be required to wear the military uniform while processing a formal grievance within the negotiated grievance procedure; or, appearing as a grievant or witness in any third-party proceeding.

**Section 2-7 Use of Telephones:** The Employer agrees that authorized representatives of the Labor Organization will be allowed to use telephone facilities normally assigned them in their usual work areas for handling complaints and grievances.

**Section 2-8 Representative Title:** The employer agrees to address Labor Organization representatives by their civilian title during the period they are performing representational duties. All correspondence from management concerning labor management issues will be addressed to the union representative with their civilian title.

**Section 2-9 Labor Organization Training Sessions:**

a. A bargaining unit employee who is an official or representative of the Chapter may be excused without charge to leave in conjunction with attendance at a training session sponsored by the Labor Organization, provided the subject matter of such training is of mutual interest to the Employer and the Labor Organization and normally should not exceed six work days for Labor Organization officers and four work days for stewards plus reasonable travel time within a calendar year.

b. A Labor Organization representative desiring excused time to attend a Labor Organization-sponsored training session shall submit a request in writing to the Shop Superintendent via his/her supervisory chain of command at least five (5) working days before the beginning of the anticipated absence. The request shall specify the amount of excused time desired, the date(s) involved and an agenda. The Shop Superintendent will communicate his decision on the request to the employee in writing normally not later than four (4) working days following the submittal of the request.

c. The Labor Organization will be permitted to use available Employer-owned projectors, films, and training aids when conducting Labor Organization-sponsored training sessions outside of normal working hours provided the Employer considers the training to be of benefit to bargaining unit employees.

## ARTICLE 3

### HOURS OF WORK

#### **Section 3-1 Hours of Work:**

a. The administrative work week is established as the seven day calendar week beginning at 0001 Sunday and ending at 2400 Saturday. The basic pay period will consist of eighty (80) hours every two (2) weeks. The basic workday shall include at least thirty (30) minutes for lunch, provided, however, that free time will not be included in the normal hours the employee will work each day.

b. The Employer shall have the right to continue all presently established work shifts and to establish new work shifts as are required to fulfill its mission. It is agreed that before changing the standard work hours the Employer will provide the Labor Organization notification and fulfill its obligations pursuant to statute.

c. When manning irregular shifts, the Employer will consider volunteers. Assignments will be made by the Employer's determination of skill levels required. Assignments will be made on a rotational basis when volunteers are insufficient to meet the Employers requirements. Irregular shifts will not normally exceed thirty (30) calendar days, except when dictated by mission requirements, skill shortages, or when approved by the Employer for volunteers for longer periods of time.

d. Short rest periods of fifteen (15) minutes duration will be permitted when such periods are beneficial and/or necessary. Rest periods granted in accordance with these provisions are considered duty time and are included in the daily tour of duty. Rest periods other than those provided herein may not be considered a part of the daily tour of duty; such periods must be charged to the appropriate type of leave. Rest periods will be established by the following provisions.

(1) The rest period may not exceed fifteen (15) minutes during each four (4) hours of continuous work.

(2) If the period from the beginning of the daily tour to the lunch period is less than four (4) hours, a rest period should be granted only in unusual circumstances.

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

(4) These rest periods will not be given during the first hour or the last hour of work; nor less than one (1) hour before or after lunch.

e. When a normal lunch period is not feasible in a shift, a twenty (20) minute lunch period will be permitted and considered as time worked for which compensation is allowed, provided that in such cases the lunch period must be spent in close proximity to the employee's work areas and he/she shall be required to perform his/her usual duties during the lunch break.

f. Where necessary, the Employer will establish reasonable time, depending on the nature of work, prior to the beginning of lunch periods and the end of the shift, for clean-up of work areas, stowing of tools, and, where required, for personal hygiene of each employee involved in handling toxic or hazardous substances. Alleged inequities of such allowance will be resolved by discussion between the appropriate steward and the immediate supervisor. No across-the-board clean-up time will be established.

g. The Employer reserves the right to change employees' shifts without any notice under the following exceptional conditions:

(1) To protect employees from exposure to hazards, physical hardship, and working conditions of an unusually severe nature.

(2) During destructive weather threats such as hurricanes, tornadoes, electrical storms, etc..

(3) Because of unpredicted needs to provide service functions in direct support of operations.

(4) Because of unpredicted requirements to meet shipping and/or receiving requests for goods and materials to support missions.

(5) Because of accidents, events, occurrences, and disasters, due to natural causes or violence of nature which interferes with or adversely affects the full or partial operation of the Activity. When changes occur to employees' shifts without advance notice, the Labor Organization will be informed of the circumstances.

h. The employer will make a reasonable effort to equitably rotate shifts among qualified unit employees.

### **Section 3-2 Overtime:**

a. The payment of compensation for overtime worked is prohibited. Employees are, therefore, entitled to an amount of compensatory time off from their scheduled tour of duty equal to the amount of time spent by them in overtime worked.

b. The Employer agrees that overtime work will be distributed equitably among the employees within the unit as far as the character of work and qualification of individuals will permit. In distributing overtime, preferences will be granted to employees assigned to the positions for which overtime is required, provided, however, the Employer reserves the right to require any employee to perform overtime when his special skills are needed.

c. Notice of overtime will be given to the employee as far in advance as is reasonably feasible. Normally, the employee will be notified of the overtime requirement within 24 hours of identification of the overtime requirement. Short rest periods/breaks, fifteen minutes for each 4

hours of work, will be permitted during overtime in accordance with the provisions of Section 3-1 of this agreement.

d. The Employer will consider, upon request from an employee, relieving that employee from an overtime assignment where such assignment would result in an unreasonable inconvenience adversely affecting the employee or his family and if another qualified employee is readily available for the assignment and willing to work.

e. The employer will maintain records of all overtime worked to insure equitable distribution of such overtime. Upon request, the Labor Organization will be provided overtime records to the extent necessary to investigate alleged inequities in distribution of overtime.

f. Employees who earn compensatory time will use their compensatory time within twenty-six (26) pay periods after the compensatory time is worked. The employee will take compensatory time off before being granted annual leave unless the annual leave would otherwise be forfeited.

g. Employees called in to work other than their regular hours of work shall be compensated for a minimum of two (2) hours in accordance with the provisions of regulations, regardless of whether the employee is required to work the entire two (2) hours. It is understood that any employee who is called in before his scheduled starting time and works straight through to his scheduled quitting time is entitled to only that amount of compensatory time actually earned for overtime worked.

h. It is agreed by the Employer, commensurate with the skill required to satisfy the emergency requirement, to consider retaining employees who have personal transportation or who are in a car pool with other employees who are also being retained to work overtime during the emergency. The Employer agrees to encourage supervisors to select employees for overtime emergency work who have a means of transportation available to return them home.

i. When employees are required to work overtime four (4) hours or more beyond the end of the regular work day without sufficient advance notice, the Employer will make every effort to assure that the employees are provided means, excluding funds, to obtain food within the overtime period.

j. Employees who are required to work overtime without prior notice in emergency cases, will be allowed to phone their respective homes without cost to the employee. Any required phone calls will be reasonable in length.



## ARTICLE 4

### ATTENDANCE AND LEAVE

#### Section 4-1 Annual Leave:

a. The employee shall earn and be granted annual leave in accordance with applicable government-wide regulations.

b. The Employer agrees to continue to grant annual leave to employees for the purpose of rest, relaxation, recreation, or for other justifiable reasons consistent with workload requirements. The employer agrees to maintain a liberal leave policy and will not unreasonably restrict employees from taking short periods of annual leave. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant. Employees will make every effort to contact the supervisor before the start of the workday, but no later than one hour after the start of duty. If the first line supervisor is unavailable, the employee will notify the next level supervisor or designated supervisor. Only in extreme and unusual circumstances where the employee finds it impossible to contact the supervisor, a two-hour grace period may be allowed whereby no disciplinary action will be considered unless circumstances warrant.

c. It is agreed that the granting of annual leave will not be restricted to the extent that earned leave is forfeited by an employee because of limitation of leave throughout the year consistent with workload requirements to prevent such forfeiture.

d. It is agreed that no employee shall be called back from leave unless an emergency designated by the Employer arises and no other employee is available to perform the required duties. When an employee is called back from a leave status, the employee will be authorized a minimum of two hours work.

e. An annual leave vacation schedule for periods of one or more weeks will normally be scheduled on a yearly basis. Employees will be provided the opportunity to submit their requests for vacation leave in writing to their supervisors by 1 March. Supervisors shall establish a leave schedule by 1 April, providing each employee his first choice where known workload and mission requirements permit. In the event of a conflict in vacation leave scheduling among employees, the senior employees based on length of federal service, using service computation dates, will be given first choice in the absence of determinable personal hardship. Upon an employee's request, the supervisor may change the schedule providing it will not affect the choice of another employee unless such employee agrees to a change. When a supervisor finds it necessary to cancel previously scheduled leave, the reasons will be provided in writing to the affected employee at least ten (10) working days in advance of his anticipated vacation leave, based on situation and circumstances. (Applications for extended periods of annual leave for one week or longer will be approved if submitted one week prior to the actual day of leave, if it does not place the Employer in a position where the mission will not be performed satisfactorily).

f. Forfeited annual leave may be restored if justified. Annual leave must have been requested in writing before the start of the third biweekly pay period prior to the end of the leave year. Annual leave in excess of 240 hours cannot be carried over to the next leave year, it must be forfeited and then restored. Restored annual leave will be used before regular annual leave.

#### **Section 4-2 Sick Leave:**

a. Employees will accrue sick leave in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

b. Sick leave, if due and accrued, shall be granted to employees when they are incapacitated for the performance of their duties, provided that employees not reporting for work because of incapacitation for duty furnish notice to the supervisor or the supervisor's designee by telephone or other appropriate means as soon as possible prior to the start of employee's shift but not later than two (2) hours after the start of the duty if unusual circumstances preclude such advance notification. If the first line supervisor is unavailable, the employee will notify the next level supervisor or designated supervisor. When any absence due to illness extends from one workweek to another, the employee will notify his/her supervisor on the first workday of each weekly period until his/her return to duty.

c. Sick leave, if available, shall be granted to employees in accordance with regulations when they are incapacitated for performance of their duties by sickness, injury, or pregnancy and confinement; for medical, dental, or optical examination or treatment; or when exposed to contagious disease, as determined by local health authorities, when the presence of the employee at his/her post of duty would jeopardize the health of co-workers. Requests for sick leave for medical, dental, or optical examination or treatment shall be submitted for approval in advance of the appointment.

d. When the employee's absence is for a period of more than three 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 incapacitation, examination, or treatment, and must be submitted within fifteen calendar days after return to duty. Instead of a medical certificate, the employee's signed statement of the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician.

e. In the event the Employer has reason to suspect abuse of sick leave privilege, the Employer may require an employee to supply a certificate from a physician or practitioner or other acceptable evidence stating the reason for the absence. When such an abuse is suspected, the Employer will notify the employee in writing in advance of the certificate requirement.

f. Permanent employees who are incapacitated for duty because of serious illness or disability may be advanced unearned sick leave not to exceed 240 hours provided:

(1) Requests for advancement of sick leave will be supported by a medical certificate.

(2) All available accumulated sick leave will be exhausted before advancement.

(3) Annual leave that would otherwise be forfeited is used.

(4) There is reasonable assurance that the technician will return to duty to earn and repay advance credits. (An employee holding a limited appointment may be advanced sick leave only in the amount which will be earned during the remaining period of employment).

g. The Employer agrees that when an employee is given a temporary light duty slip by a personal physician, light duty will be assigned to the employee for a reasonable period of time if such is available. When determined necessary by the Employer, final determination will be made by a doctor. However, if no light duty is available in the employee's functional area, the supervisor will attempt to find light duty work in some other location.

h. No employee's annual leave will be forfeited because sick leave has been granted, provided that the annual leave had been scheduled in advance and the employee's illness was of such duration as to preclude the employee from taking sufficient annual leave prior to the end of the leave year. Civil Service Regulation provides for the restoration of annual leave forfeited due to administrative error, sickness, or exigencies of the public business. Annual leave restored must be scheduled and used no later than the end of the leave year ending two years after:

(1) the date of restoration of the annual leave forfeited because of administrative error; or

(2) the date fixed by the agency head or his designated official as the termination date of the exigency of the public business which resulted in forfeiture of the annual leave; or

(3) the date the employee is determined to be recovered and able to return to duty if the leave was forfeited because of sickness.

i. In the event a person is incapacitated while on official travel, the Employer will accept a collect telephone call as notification of the employee's inability to perform assigned duties, provided no DSN communication network exists or is readily available.

j. All employees' sick leave requests will be considered as personal, need to know information. Official sick leave records will also be maintained in this respect. Sick leave requests and records will be protected in accordance with the Privacy Act.

k. The provisions of the Voluntary Leave Transfer Program, when applicable, will be administered in accordance with VaNGTPR 630 and government wide regulations.

1. Employees will be granted sick leave to attend funerals in accordance with 5 CFR 630-401(a)(4) and VaNGTPR 630.

#### **Section 4-3 Excused Absences/Administrative Leave:**

a. Employee's who elect to participate in a blood donor program may be excused from duty. If an employee is accepted as a donor and in fact donates blood, he may be excused from work for a period of four hours, such time to count from the time he left his place of work.

b. Unit employees will be excused to participate in interviews and written examinations conducted under the Employer's negotiated Merit Promotion Program, provided the interviews or examinations are conducted during regularly scheduled working hours.

c. An employee may be excused for up to three workdays to make arrangements for or to attend the funeral of an immediate relative who died in a combat zone as defined in applicable regulation.

d. When ordered to 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 missions, dropping hay to cattle during blizzards, etc., leave, including Law Enforcement Leave (LEL), may be taken in accordance with government-wide regulations.

e. An employee may be excused to take examinations required by their present positions, including reexaminations.

f. Employees may be granted excused absence to vote or to register to vote. Employees may report for work 3 hours after the polls open or leave work 3 hours before the polls close, whichever results in the lesser amount of time off, provided the registration/polls are of such distance from the work site that the employee cannot accomplish either, prior to or after work.

g. Employees may be granted up to 4 hours in any one day to participate as an active pallbearer or as a member of a firing squad or guard of honor.

h. Serve as a volunteer fire fighter or ambulance crewmember.

(1) When a technician performs volunteer duties as a certified fire fighter or ambulance crew member Administrative Leave may be authorized, for up to two hours per incident, but not to exceed four hours within four pay periods, provided the emergency incident began prior to the beginning of the technician's normal work day, and the actual hours of volunteer service performed are certified, in writing, by the individual in charge at the emergency incident. Additional time may be authorized in an approved leave status, i.e., Annual Leave, Compensatory Leave, or LWOP.

(2) If an emergency incident occurs during normal duty hours, a technician may, subject to supervisory approval, depart from the work site to assist in an emergency

incident. Any such departure will be in an approved leave status, i.e., annual, compensatory, or LWOP.

(3) In the event that too many technicians in any one shop belong to the same fire company or ambulance crew, the supervisor of each shop may limit the number of personnel to participate in each incident, so as not to disturb operations.

(4) Technicians who are either certified volunteer fire fighters or ambulance crew members must inform their first-line supervisor in writing and will update their volunteer status on an annual basis.

#### **Section 4-4 Court Leave:**

a. Employees are, from time to time, required to appear in a court of law to act as witnesses or to perform jury service. When this occurs, employees are granted court leave, dependent upon the nature of such service as follows:

(1) Those performing jury service in a United States or District of Columbia court are entitled to court leave. Jury fees and government travel expense are not payable.

(2) Those performing jury service in a State or local court are entitled to court leave. All fees and allowances payable as a result of the jury service should be collected by the employee. Fees must be forwarded to the Comptroller, Virginia National Guard; otherwise payroll deduction will be made from compensation due him. Government travel expenses are not payable. However, allowances received from the court are to be retained by the employee.

(3) Those summoned as witnesses or to produce official records on behalf of the United States or District of Columbia are considered to be on official duty and no court leave is involved. Witness fees are not payable, however, government travel expenses are payable less those travel expenses payable by the court.

(4) Those summoned as witnesses in their official capacity, or to produce official records, on behalf of a party other than the United States or the District of Columbia are considered to be on official duty and no court leave is involved. Witness fees are payable but must be turned in to Technician Payroll Office. Government travel expenses are payable less those travel expenses payable by the court.

(5) Those summoned as witnesses in a non-official capacity on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia or a State or local government is a party are entitled to court leave. Witness fees are payable but must be turned in to the Technician Payroll office. Government travel expenses are not payable.

(6) Those appearing as a witness in a non-official capacity on behalf of a private party in connection with any judicial proceeding to which the United States, the District of Columbia, a State or local government is not a party are not entitled to court leave and will

be charged leave. Witness fees are payable and may be retained by the employee. Government travel expenses are not payable.

b. When an employee is excused as a juror or witness for any day or substantial portion of a day, and the place where the jury or witness service is being performed is within reasonable proximity to the employer's premises, the employee shall be required to return to duty or be charged leave for the period of his/her working day not spent as a juror or witness; a reasonable time for travel back to the Employer's premises shall be permitted without charge to leave.

#### **Section 4-5 Charitable and Civic Responsibilities:**

a. The parties recognize the importance of employee participation in authorized charitable fund raising campaigns, savings programs, and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and that the Employer and the Labor Organization shall refrain from exerting pressure upon employees to participate. The Labor Organization agrees to support such campaigns and encourage participation.

b. The Employer and the Labor Organization will encourage employees in the unit to exercise their voting rights.

c. Grants of excused absence for the purpose of voting and registering or taking physical examinations to determine eligibility for retention in the Armed Forces will be made in accordance with applicable government wide regulations.

#### **Section 4-6 Holidays:**

a. Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order.

b. Employees in a pay status shall receive pay at their regular hourly rate for all periods defined as holidays that they are not required to work.

c. All employees who work on a holiday during their regular shift shall receive holiday pay computed in accordance with applicable government wide regulations.

d. Federal holidays will be observed as non-work days except for those employees considered essential to carry out the Employer's mission. When a holiday falls on Saturday, the holiday will be observed on the preceding Friday; likewise when a holiday falls on a Sunday, it will be observed on the following Monday for employees whose tour of duty is Monday through Friday.

e. Except in cases of sickness or verified emergency a unit employee who fails to report to work on a holiday when required to do so shall be subject to loss of pay for the day and may be disciplined for unauthorized absence.

f. Any employee having annual leave to his credit may apply forty-eight (48) hours prior to the holiday for leave in conjunction with the holiday.

g. The Employer will make a reasonable effort to grant annual leave to employees, upon request, for any religious holiday associated with the religious faith of the employee in the event the employee elects not to use compensatory time in accordance with 5 CFR 550.1002.

#### **Section 4-7 Adverse Weather:**

a. When the Employer decides during duty hours to grant personnel administrative leave, employees will be notified as promptly as possible through their respective supervisor.

b. When the Employer decides during non-duty hours to operate on a reduced basis or close the installation due to adverse weather conditions, the Employer will disseminate the information immediately after the decision is made. Annually, the Employer will post at all work sites a list of stations that may carry this information and will make every effort to ensure it is announced as early as possible on the day being curtailed.

c. When the Employer decides that activities must be curtailed due to inclement weather, power failure, or other interruptions, employees considered essential, as determined by the Employer, will be required to report or remain on duty. All other employees will be administratively excused without charge to leave or loss of pay. When administrative leave is authorized at the beginning of the shift, all non-essential employees who report for work will be excused without charge to leave for that portion of the shift for which leave is authorized. All other absences will be appropriately charged, depending on the circumstances involved.

d. When it has been determined that activities must be curtailed due to adverse weather conditions, mission-essential employees are expected to make every reasonable effort to report for duty. If it is impossible for mission-essential employees to report for duty, they will be excused in accordance with this article.

e. If in the event the installation is open, all employees are expected to report to work as scheduled. The employer may authorize a reasonable amount of excused absence to employees who are unavoidably delayed in arriving for work on an individual basis.

f. During adverse weather conditions and when no decision has been made to close the installation and the employee believes conditions make it unsafe to attempt to drive to work, the employee is encouraged to contact their supervisor and request leave. A liberal leave policy will be in effect during these conditions.

g. The Employer will inform the Labor Organization of curtailment of operations due to adverse conditions.

#### **Section 4-8 Military Leave:**

a. An eligible technician may be granted any military leave that is available whenever ordered to active duty, active duty for training or inactive duty for training.

b. Upon being ordered to Active Duty (AD), Annual Training (AT), Active Duty Special Work (ADSW), Temporary Tour of Active Duty (TTAD) or Inactive Duty Training (IDT) a technician with accrued military leave may use other leave first, i.e. annual leave, compensatory leave or leave without pay (LWOP) for the performance of such duty.

c. Military leave can only be used for periods of absence from the technician position, to include a reasonable amount of travel time, to perform military duty. A period of technician duty and a period of military duty may be credited on the same calendar day. A technician performing military duty may use military leave to cover their absence from their technician position for only the period of time required to perform the military duty (to include a reasonable amount of travel time). Hours in the technician workday that are not chargeable to military leave must be worked or charged to another leave category, such as annual leave, compensatory time or leave without pay.

d. Military leave is chargeable on an hourly basis beginning with the pay period starting on 31 December 2000.

e. Full time technicians will accrue 120 hours of military leave in a fiscal year with carryover of unused military leave for up to a maximum of 120 additional hours. Full-time technicians therefore, have the potential of 240 hours of military leave during a fiscal year.

f. It is the technician's responsibility to timely coordinate and request leave for military duty with the supervisor and to furnish required orders and certification of attendance to certify time and attendance records.

#### **Section 4-9 Family Friendly Leave Policies:**

a. Family Medical Leave Act:

(1) Eligible technicians are entitled to up to twelve (12) weeks of unpaid leave during a twelve (12) month period for certain family and medical reasons. Authorized use includes the birth and care of a child; making arrangements for adoption or foster care; the care of a spouse, son, daughter or parent of the employee with serious health problems; or a serious health condition that makes the employee unable to perform the essential function of the employee's position.

(2) A technician may use annual leave, sick leave, or compensatory time in lieu of unpaid leave for family medical leave situations, and will be required to provide advance leave notice and may be required to provide medical certification.

(3) Health insurance benefits will be continued under the same conditions as would be in effect if the employee has continued on the job.



(4) Technicians using unpaid leave will generally be restored to their same position and are entitled to be restored to the same or equivalent position with equivalent benefits, pay, status, and other terms of employment.

(5) The Employer agrees to administer the Family Medical Leave Act in accordance with statutory and regulatory criteria.

b. Use of Sick Leave to Care for Family Member Policies:

(1) Sick Leave to Care for a Family Member

(a) Eligible technicians may use a total of up to 104 hours of sick leave each leave year to:

1. provide care for a family member who is incapacitated as a result of a physical or mental illness, injury, pregnancy, or childbirth;
2. provide care for a family member as a result of medical, dental, or optical examination or treatment; or
3. make arrangements necessitated by the death of a family member or attend a funeral of a family member.

(b) A covered full time employee may use 40 hours of sick leave each leave year for the above purposes. An additional 64 hours of sick leave may be used each year if the employee maintains a balance of at least 80 hours of sick leave in his/her account.

(c) The agency may require medical certification of illness under these terms.

(2) Sick Leave to Care for a Family Member with a Serious Health Condition

(a) Eligible technicians may use a total of up to 12 administrative workweeks of sick leave each leave year to care for a family member with a serious health condition. If an employee previously has used any portion of the 104 hours of sick leave for general family care or bereavement purposes in a leave year, that amount must be subtracted from the 12 week entitlement. If an employee has already used 12 weeks of sick leave to care for a family member with a serious health condition, he or she cannot use an additional 104 hours in the same leave year for general family care purposes.

(b) Family member is defined as:

1. spouse (and parents thereof),
2. natural or adopted son or daughter (and spouses thereof)
3. parents,
4. brothers and sisters (and spouses thereof), and
5. any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

(c) Serious Health Condition has the same meaning as found in OPM's Regulations at 5 CFR 630.1202 for administering the Family and Medical Leave Act of 1993, to include, cancer, heart attacks, strokes, severe injuries, Alzheimer's disease, pregnancy, and childbirth. The term "serious health condition" is not intended to cover short-term conditions for which treatment and recovery are very brief. The agency may require medical certification of a serious health condition.

(d) A covered full-time employee may use 40 hours of sick leave each leave year for the above purposes. An employee may use additional sick leave for general family care or bereavement purposes or to care for a family member with a serious health condition if he or she maintains a balance of at least 80 hours of sick leave.

#### **Section 4-10 Leave Without Pay (LWOP):**

a. Leave without pay (LWOP) is a temporary nonpay status and absence from duty normally granted upon the technician's request. The granting of LWOP is a matter of administrative discretion of the Employer.

b. LWOP may be granted for extended periods of time. Examples of extended periods of LWOP are:

(1) Education which would result in increased job proficiency and ability.

(2) Recovery from illness or disability not of a permanent or disqualifying nature when immediate return of the technician to duty would impair the employee's health or jeopardize the health of other technicians.

(3) To provide the retention of a qualified technician on the employed rolls pending final action on claim for employment connected disability or disability retirement.

c. LWOP will be charged in multiples of one hour. LWOP will be requested and processed in accordance with VaNGTPR 630.

d. A technician who is elected or appointed to serve full time as national or state representative or officer with the Labor Organization, at the discretion of the Employer, may be granted LWOP for one (1) year. Extensions for one (1) year periods may be granted upon request of the technician thirty (30) days prior to the end of the first year, with the approval of the Employer. The technician's rights and privileges will be protected under the provisions of the applicable portions of the Code of Federal Regulations.

## **ARTICLE 5**

### **DISCIPLINE**

#### **Section 5-1 General:**

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

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

c. In order to be effective, constructive discipline must be timely. Whenever possible disciplinary action should be initiated within a reasonable period of time after the offense becomes known to the individual's immediate supervisor.

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

#### **Section 5-2 Representation:**

a. Prior to discussions that may lead to disciplinary or adverse actions, the immediate supervisor or his designee or person/persons performing an investigation role for the agency will notify the technician of the right to labor organization representation.

b. If the employee requests representation, no further questioning will take place until the representative is present. If the technician chooses not to have representation the waiver of representation should be in writing. The immediate-supervisor or designee will retain the waiver in the employee's work folder.

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

### **Section 5-3 Informal Action:**

a. This type of action will consist of a counseling interview with the technician by his immediate supervisor or designee. The technician will be advised of the specific infraction or breach of conduct and when it occurred. The technician will have a labor organization representative present if requested.

b. Counseling interviews will be recorded on NGB Form 904-1, in pencil, and retained until the supervisor determines it is no longer needed or relevant to a continuing problem normally not to exceed 6 months.

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

### **Section 5-4 Formal Disciplinary Action:**

a. Formal disciplinary action consists of oral admonishments and written reprimands.

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

(1) An oral admonishment:

(a) Is a disciplinary action that notifies a technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. The technician may have a Labor Organization representative present if so requested.

(b) Will be annotated in pencil (date and subject) on the NGB Form 904-1, and retained until the supervisor determines it is no longer needed or relevant to a continuing problem normally not to exceed 6 months.

(2) Written reprimand will:

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

(b) The technician may have a Labor Organization representative present if so requested.

(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. Normally, the retention period is twelve (12) months. Justification for selecting a retention period greater than 12 months will be provided in the letter of reprimand. A maximum amount of time for retention of a letter of reprimand typically shall not exceed 3 years.

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

### **Section 5-5 Adverse Actions:**

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

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

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

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

(1) Technicians will be given a notice of proposed adverse action, signed by the individual proposing the action. The technician or the representative will be given twenty (20) calendar days 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 either 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 HRO will submit a written request to NGB for a list of examiners. In-turn, the NGB will provide a list of hearing examiners for consideration. The employer's representative and employee's representative will discuss the selection of the hearing examiner and mutually agree on the selection. A letter will be sent advising the appellant of the name of the hearing examiner.

(c) The hearing will be before the selected hearing examiner who will provide a recommendation to The Adjutant General. The Adjutant General will consider the recommendation in making the final decision. The hearing examiner's per diem and travel expenses will be paid by management.

#### **Section 5-6 Records:**

a. In any disciplinary action, an employee will, upon written request, be furnished a copy of all written documents in the employers files which contain evidence used by the employer to support any disciplinary or adverse action. Any such records, or diaries shall not be used as a basis to support any disciplinary or adverse action against an employee unless the employee has been shown and, if requested, provided a copy of such record, note or diary. Informal notes made by supervisors that allege infractions, tardiness, and the like, cannot be used in proceedings against employees, unless timely disclosed beforehand.

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

**Section 5-7:** The Employer agrees to furnish the Labor Organization a copy of all decisions on disciplinary actions where the employee elects to be represented by the Labor Organization.

**Section 5-8:** It is agreed that disciplinary actions are grievable under the Negotiated Grievance Procedure except for adverse actions taken pursuant to 32 USC 709 (f) which are excluded in accordance with Article 6 of this Agreement.

**Section 5-9:** An adverse action will be carried out unless a technician has filed an appeal in accordance with provisions of TPR 752 or the appeal procedures, in accordance with TPR 752, have been exhausted and the action upheld.

## ARTICLE 6

### NEGOTIATED GRIEVANCE PROCEDURE

**Section 6-1:** A grievance means any complaint:

- a. By any unit employee concerning any matter relating to the employment of the employee;
- b. By the Labor Organization concerning any matter relating to employment of any unit employee(s); or
- c. By any unit employee, the Labor Organization or the Employer concerning-
  - (1) the effect or interpretation, or a claim of breach of this agreement; or
  - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. The employer and the Labor Organization agree that the negotiated procedure is the exclusive procedure available to the Labor Organization and the technicians in the bargaining unit for the processing of a grievance.
- e. The employer and the Labor Organization agree that normal day-to-day discussions between technicians and supervisors are the most constructive means of developing effective work relationships. This procedure provides a means for the prompt and orderly consideration and resolution of technician grievances.
- f. 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.
- g. An individual's NGB Form 904-1 will not be disclosed without consent of the individual in accordance with the Privacy Act of 1974.

**Section 6-2:** Certain matters are excluded from coverage by this Grievance Procedure, and from coverage by the arbitration procedure, either because they are not grievable or arbitrable matters or because they are matters which are subject to final administrative review outside the Agency under law or regulations. The following matters are subject to such exclusion:

- a. Political activities.
- b. Retirement, life or health insurance.
- c. Suspension or removal for national security reasons.



- d. Examination, certification, or appointment.
- e. Position classification which does not result in reduction in grade or pay of an employee.
- f. Non-selection for promotion from a group of properly ranked and certified candidates. Procedural violations may be grieved.
- g. Actions taken pursuant to 32 US Code, 709(f) to include adverse actions involving discharge, suspension, furlough without pay or reduction.
- h. Performance appraisals.

**Section 6-3:** 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 Labor Organization representation, at the grievant's discretion. However, the Labor Organization shall have the right to have its representative present during the grievance process. Any adjustment of the grievance will not be inconsistent with the terms of this Agreement, and the appropriate Labor Organization representative must be given the opportunity to be present at the time of adjustment. This right to individual representation does not include the right to take the matter to arbitration, unless the Labor Organization agrees to do so.

**Section 6-4:** A reasonable amount of official time will be granted an aggrieved employee and the appropriate Labor Organization representative to investigate, prepare, and present a grievance on the Employer's premises through the Negotiated Grievance Procedure; however, no compensatory time will be granted to any such employee or Labor Organization representative to accomplish these functions. An employee or Union Representative desiring official time for either of the foregoing purposes shall inform his immediate supervisor if available, or the next higher level of line supervision who is available of the reason and anticipated duration of the absence from his/her work site. A request for official time will be completed in accordance with applicable regulation.

**Section 6-5:** If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Labor Organization, if it has been designated as representative, will call the employees together and encourage them to 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 6-6:** At each step of this Negotiated Grievance Procedure, the aggrieved employee, his/her representative, and the management official of the Employer holding the meeting will be permitted to call as witnesses a reasonable number of persons having personal knowledge of facts and circumstances bearing upon the matter which formed the basis for the grievance. Such witnesses who are employees of the Employer and who are in an active paid status at the time of the meeting will suffer no loss of pay or leave for the time they spend in attendance at the

meetings. Obtaining relevant witnesses who are not employees of the Employer will be the responsibility of and at the expense of the individual calling such witnesses.

**Section 6-7:** In presenting a grievance at any step of this Negotiated Grievance Procedure, the aggrieved employee or his/her representative will inform the appropriate management official of the Employer that he/she is presenting a grievance for processing under the Negotiated Grievance Procedure, and the corrective action being sought. The management official of the Employer to whom this information is presented may seek advice from the Human Resource Office as to whether the grievance is considered appropriate for processing through this Negotiated Grievance Procedure. If the Labor Organization has been designated as the aggrieved employee's representative, the Employer will not make a final determination that the matter is not grievable through this Negotiated Grievance Procedure until after the question has been discussed with either the President, Vice President, or Chief Steward of the Union. If the matter is not grievable, as determined by the Employer or by the Employer and Labor Organization in consultation, the management official to whom the matter was presented for resolution will inform the aggrieved employee of the proper procedure available, if any, through which the dissatisfaction may be processed.

**Section 6-8:** At any step of this Negotiated Grievance Procedure, upon request, appropriate management officials of the Employer will produce payroll and other records personal to the aggrieved employee for review by the employee and his/her representative; however, this provision will be subject to necessary requirements as to security and confidentiality of information, Privacy Act and Freedom of Information Act.

**Section 6-9:** All persons involved at any step of this Negotiated Grievance Procedure are expected to act in a manner designed to create an atmosphere free from hostility and personal recrimination.

**Section 6-10:** Once a grievance has been accepted for processing under this Negotiated Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit terminates further consideration of the grievance. Failure of a management official to comply with any applicable processing time limit will constitute a valid basis for the grievance to be promptly advanced to the next higher step of the Negotiated Grievance Procedure. Any step or time limit stated in this article may be adjusted or extended by mutual agreement of the parties.

**Section 6-11:** The following are the steps of this Negotiated Grievance Procedure:

**Step 1.** A grievance will be (informally and orally) presented to the employee's immediate supervisor normally not later than fifteen (15) workdays after the grievance took place or the individual becomes aware of the events that constitute the grievance, whichever is later. The aggrieved employee may be represented by the Union, if requested by the employee. The immediate supervisor or his designee will consider all information presented during the meeting and will check further into the matter to such extent as his/her judgment dictates is appropriate under the circumstances. Within five (5) workdays following the date the grievance was initially presented for his/her consideration, the supervisor will orally inform the aggrieved

employee and the appropriate representative of his/her findings and conclusion on the matter which formed the basis for the grievance; if it is within his/her authority to grant the corrective action sought, he/she will also orally inform the employee and the representative of his/her decision and the basis therefore.

**Step 2.** If the grievance is not satisfactorily settled following the supervisory response in Step 1 and the employee(s) wishes to pursue the grievance further, the grievance then must be reduced to writing (formal grievance) to the next appropriate level supervisor, within ten (10) workdays. The written grievance must be specific with regard to the time, place, names of employees, and management officials involved; the nature of the grievance; and the personal relief desired. A designated Employer official will meet with the employee(s) and the employee's representative, discuss the grievance, and give a written answer to the employee(s) and representative within ten (10) workdays after receipt of the grievance.

**Step 3.** If the grievance is not settled at Step 2 the Employee(s) and the Union representative may, within five (5) workdays after receipt of the Step 2 official's reply, forward the written grievance, including a copy of all replies received from the Employer's officials, to the Facility Superintendent. The grievance shall specify the points the decision in Step 2 failed to resolve. The Facility Superintendent or his designated representative shall, within seven (7) workdays, meet and discuss the grievance. The Facility Superintendent will have the matter investigated and render a written decision within ten (10) workdays after receipt of the grievance. If not resolved, the grievance will then be submitted to the Surface Maintenance Manager (SMM). The same response times from the previous step apply to this step. If not resolved, the grievance will then be submitted to the Adjutant General.

**Section 6-12:** If a grievance is forwarded to the Adjutant General, this will be accomplished within five (5) workdays after receipt of the decision from the SMM. The Adjutant General will take the actions considered necessary and will render a decision within fifteen (15) workdays after receipt of the grievance. The decision of the Adjutant General will be addressed to the grievant(s) with a copy to the Labor Organization.

**Section 6-13:**

a. Employer grievances shall be filed in writing with the Labor Organization President and Labor Organization grievances shall be filed in writing with the appropriate management official, normally not later than fifteen (15) workdays after the grievance took place or the filing party becomes aware of the events that constitute the grievance, whichever is later.

b. The management official receiving the grievance will have five (5) workdays in which to determine if he/she is the proper official to receive the grievance. If not, the official will provide the labor organization a written answer identifying the appropriate official. If the management official returns the grievance, the labor organization will be granted additional time in which to file the grievance equal to the amount of time the management official took to return the grievance. If he/she is the appropriate official, a meeting to discuss the grievance will be held within (ten) 10 workdays of filing of the grievance.

c. The grievance shall specify the basis for the grievance and the corrective relief sought. The responding party shall issue a written decision within (fifteen) 15 workdays of receipt of the grievance. If a grievance is unresolved it will be forwarded to the next higher management official within fifteen (15) workdays after receipt of the decision from the respondent. The next higher management official will take the actions considered necessary and will render a decision within fifteen (15) workdays after receipt of the grievance.

d. If a grievance is unresolved it will be forwarded to the Adjutant General within fifteen (15) workdays after receipt of the decision from the respondent. The Adjutant General will take the actions considered necessary and will render a decision within fifteen (15) workdays after receipt of the grievance. The decision of the Adjutant General will be addressed to the grievant.

**Section 6-14:** The Employer and the Labor Organization agree that all employees in the unit will be treated fairly and equitably. Every attempt will be made by the Labor Organization and Management officials to adjust grievances informally and promptly in the interest of good employee-management relations and the mission of the organization.

**Section 6-15:** Grievability/arbitrability issues if unresolved will be handled as threshold issues at arbitration.

**Section 6-16:** Grievances not resolved through the provisions of this Article may be referred to arbitration by either the Labor Organization or Employer.

## **ARTICLE 7**

### **ARBITRATION**

**Section 7-1:** When a matter pursued through the Negotiated Grievance Procedure, Article VI, is not satisfactorily resolved, the grievance may be referred to arbitration upon written request of the Employer or the Labor Organization. The request to invoke arbitration must be submitted within fifteen (15) workdays of receipt of the decision completing the negotiated grievance procedure. Only the parties to this Agreement may invoke arbitration.

**Section 7-2:** Within five (5) workdays from the date of receipt of the request to invoke arbitration the parties shall meet to jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators. Representatives of the parties will meet within seven workdays of receipt of the list of arbitrators to select one to hear the grievance. One party will strike a name from the list and the other party will strike a name. This process will be repeated until there is but one name left, who is the person who shall be requested to arbitrate the matter. A flip of a coin will decide which party strikes first. If either party refuses to participate in the selection of an Arbitrator as stipulated above, the Arbitrator shall be selected by the other party.

**Section 7-3:** The parties agree the cost of an official recording made by a certified court reporter of an arbitration proceeding shall be borne by the party requesting the court reporter. A verbatim transcript of the arbitration will be made when requested by either party, the expense of which shall be borne by the requesting party. If both parties or the arbitrator request or obtain a copy of the transcript, the cost shall be shared equally by the Labor Organization and the Employer.

**Section 7-4:** The fee and expenses of the arbitration process shall be borne equally by the Labor Organization and the Employer, except the cost associated with the presentation of the other parties' case.

**Section 7-5:** Arbitration hearings shall be held at a mutually agreed upon Virginia Army National Guard facility during the regular, scheduled workweek. Employees in a duty status that have a relevant role in the proceedings shall be excused from duty for the time necessary to participate in the hearing without charge to leave or loss of pay. However, in no event will an employee be paid overtime by reason of this participation in the hearing. Witnesses will be present only while testifying, except as otherwise agreed to by the parties.

**Section 7-6:** The arbitrator shall be requested by the parties to render his award as soon as possible and if at all possible, to do so within thirty calendar days.

**Section 7-7:** The arbitrator's award shall be confined to the issue(s) presented and shall not change, modify, alter, delete, or add to the provisions of this Agreement as such right is the prerogative of the parties only.

**Section 7-8:** If either party questions the arbitrability of a matter because of alleged conflicts with applicable existing law or circumstance(s), the arbitrator will simultaneously hear the

question of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of arbitrability and when applicable, the subsequent question(s) on the merits of the case.

**Section 7-9:** Certificate of compliance with the decision of the arbitrator, if required, to include corrective action where appropriate, shall be provided to the other party as soon as practical.

## ARTICLE 8

### EQUAL EMPLOYMENT OPPORTUNITY

**Section 8-1:** The Employer and the Labor Organization agree to cooperate in providing equal opportunity in employment for all persons. Discrimination because of race, color, religion, sex, national origin, age, and handicap will not be tolerated. The Employer and Labor Organization agree to promote the full realization of equal employment opportunity through a continuing affirmative employment program under public law and implementing issuances. It is recognized that physical requirements of positions must be met; however, the Employer will continue to support employment of the physically handicapped if appropriate.

**Section 8-2:** The Employer will continue to identify and address every form of discrimination in the personnel policies and practices, and working conditions. Appropriate action will be taken to correct any discriminatory practice, including disciplinary action where warranted as determined by the employer.

**Section 8-3:** The parties agree that discrimination will not be tolerated on the grounds of marital status or lawful political affiliation.

**Section 8-4:** Periodic reports compiled by the Equal Employment Opportunity Office on the program will be publicized when appropriate for information and guidance to supervisors and employees.

**Section 8-5:** When a vacancy occurs among Equal Employment Opportunity Counselors which is to be filled, the Labor Organization may submit the names of unit employees to the Employer Equal Employment Opportunity Officer for consideration for the vacancy. Final decision on the designation of counselors will be made by the Employer. Candidates selected shall meet the criteria established by applicable regulations and will be trained in accordance with guidelines from higher headquarters.

**Section 8-6:** The Labor Organization will assist the Employer and the Equal Employment Opportunity Office in affirmative actions designed to meet employer objectives in equal opportunity. Where problems concerning discrimination arise within the unit, the Labor Organization may assist in their resolution and represent unit employees in pursuing complaints when the Labor Organization has been designated the representative of the complainant. The President or designated representative of the Chapter and the Equal Employment Opportunity Officer will meet as often as deemed necessary relative to equal employment matters. Requests for such meetings should include the subject matter to be discussed, including the issues involved where appropriate.

**Section 8-7:** A unit employee who feels he/she has been discriminated against has the right to discuss his/her complaint with an Equal Employment Opportunity Counselor and may file a formal complaint in accordance with existing regulations. In addition, the employee will be advised that he/she may choose to have a personal representative from the Labor Organization when filing a formal complaint.

**Section 8-8:**

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 victim of sexual harassment may file a complaint through the statutory procedures by contacting an EEO counselor within forty-five (45) days of the occurrence.



## ARTICLE 9

### PERFORMANCE RATING

**Section 9-1 General:** Performance appraisals will be done in accordance with VaTPR 430 and this article.

a. Written performance standards and critical job elements will be established for each occupied bargaining unit position. An essential aspect of management's assignment of work and the supervision and guidance of employees in the performance of their work is to establish job requirements for performance so as to achieve the quality and quantity of work needed from employees to effectively and efficiently fulfill the VA ARNG mission and operational requirements.

b. Technicians will participate with the supervisor in establishing the written performance standard and identifying the major/critical job elements for the technician's assigned position. A technician's refusal to cooperatively participate will not delay establishment or implementation of the performance standards for the position. The supervisor will make the final determination as to performance standards and critical elements. A cooperative effort will be made to resolve performance standard disagreements through participation of the technician with the supervisor, to include reviewer assistance as may be required.

c. Critical job elements will be consistent with the technician's position description and organizational mission requirements and will be identified on the basis of the major duties and responsibilities of the position. The written performance standards will be kept as simple, objective and precise as possible.

d. A technician will be consulted upon any performance standard update requirements to reflect significant changes in a position that may occur during the appraisal period.

e. A completed copy of the Performance Standard Form will be given to the technician at the beginning of the appraisal period and as changes occur, with a copy furnished to the HRO.

f. Periodic counseling sessions with respect to performance compared to established performance standards will be held throughout the appraisal period and recorded on the technician's NGB Form 904-1. Counseling sessions should be scheduled every four months, with the first session being four months after the end of the last appraisal.

**Section 9-2 Performance Levels:** The Employer has adopted a performance evaluation system comprised of five rating levels. As long as the Employer continues to use a five-tier rating system, the ratings as defined below shall be used to determine the overall rating of record score.

1. Unacceptable
2. Marginally Acceptable

3. Fully Successful
4. Excellent
5. Outstanding

**Section 9-3 Unacceptable/Marginally Acceptable-Ratings:**

a. Supervisors will prepare a Performance Improvement Plan (PIP) in accordance with VaNGTPR 430 and this article whenever an overall rating or any critical element is Marginally Acceptable or Unacceptable. The PIP will provide at least a 30 to 90 day opportunity period to demonstrate a Fully Successful level of performance. The PIP must be in writing and, at a minimum, will include the following:

- (1) The job element the technician is failing to meet in order to have a Fully Successful level of performance.
- (2) What the technician must do to bring performance to a Fully Successful level within the opportunity period.
- (3) What efforts will be made to help the technician improve.

b. Progress reports will be submitted by the technician in writing, to include any supporting evidence or documentation, to explain the technician's efforts and progress made in correcting performance deficiencies.

c. A supervisor may initiate a PIP at anytime if the technician's performance is unacceptable. The supervisor does not need to wait until the end of the appraisal period.

**Section 9-4 Trial/Probationary Period Appraisals:** Probationary technicians will receive a trial/probationary period appraisal in accordance with the provisions of VaNGTPR 430. If a supervisor certifies on the trial/probationary period appraisal that the technician not be retained, the HRO will notify the affected technician in writing indicating the reason(s) for the termination and the effective date of the action. The trial/probationary technician will not be given a right of reply, nor will such termination be subject to the negotiated grievance procedure unless provisions of VaNGTPR 430 are violated. A trial/probationary technician alleging termination based on discrimination may file a complaint under available EEO complaint procedures.

**Section 9-5 Performance Appraisal While on Detail:** A technician's performance while on extended detail (120 days or more) will be given an appraisal of performance in the detail within 45 days after completion of such an assignment.

**Section 9-6 Postponement of Annual Performance Appraisals:** The postponement of an annual performance appraisal will not extend beyond a 120 day period except in the most unusual circumstances. The technician will be advised if the appraisal is being postponed and the reason for the postponement.

**Section 9-7 Records:** Official performance records will be maintained as prescribed by regulation and will be available for review by the technician concerned. Only individuals directly in the technician's chain of command/supervision and those determined as having an official need to know in the performance of their assigned duties will be permitted to review performance records.

**Section 9-8 Personnel Decisions Based on Performance:** Within-Grade Step Increase (WGI)  
- A technician with a current Unacceptable/Marginally Acceptable appraisal under appeal to the Review and Appeal Board who is eligible for a WGI shall be entitled to retroactive award of such increase upon a determination of Fully Successful performance in the appeal. A WGI will not otherwise be considered until such time as a Fully Successful level of performance is attained.

**Section 9-9 Actions Based on Unacceptable Performance:**

a. Technicians will be given continuing assistance in improving areas of unacceptable performance through counseling, direct increased supervisory assistance, and additional training efforts. Such assistance is not intended as a recurring inspection of deficiencies, but as a dedicated and cooperative effort on the part of both the supervisor and the technician to improve performance to attain a Fully Successful level.

b. If a technician's performance in the critical elements of the employee's position continues to be unacceptable, despite effort by the supervisor or management to improve said performance, the technician may be reduced in grade (demoted) or removed from employment.

c. Prior to initiating an action to demote or remove a technician based on Unacceptable Performance, consideration may be given to reassignment of the technician to another position which may be available and for which the supervisor feels the technician is qualified.

d. An action to demote or remove a technician may be initiated when all procedures of notice to the technician have been accomplished. There is no requirement to wait until the end of an appraisal period to initiate such an action.

e. A technician against whom a reduction or removal is proposed is entitled to:

(1) A minimum 30 day advance written notice of the action to be taken (demotion or removal). The notice will include an identification of the critical job element(s) and instances of unacceptable performance on which the action is based.

(2) An opportunity to answer the notice in writing.

**Section 9-10 Appeals:** A technician desiring to file an appeal of the employee's performance appraisal may do so in accordance with the procedures outlined in VaNGTPR 430.

### **Section 9-11 Performance Appraisal Periods:**

a. Each technician will be rendered a performance appraisal annually. The appraisal period will be established as the month of birth, and will begin with the first day of the birth month and end the last day of the month prior to the birth month.

b. Performance appraisals will be prepared and forwarded to the Human Resources Office in accordance with the provisions of VaNGTPR 430. For appraisals of Fully Successful, the reviewer is also considered the approving official. For appraisals of excellent and outstanding, the reviewer forwards the appraisal to the approving official.

c. Consideration for an incentive award will be given to those individuals who receive excellent and outstanding performance appraisals in accordance with the provisions of NGB TPR 451, VaNGTPR 451 and Article 10 of this Agreement.

d. Appraisals will not be backdated. If an appraisal cannot be performed on time (by the 21<sup>st</sup> day of the birth month); the supervisor will notify the technician. This notification will include an explanation for the late appraisal. When the late appraisal is accomplished the actual date will be so noted.

**Section 9-12 Appraisals Of Union Officials:** The time spent by union representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. Rather, the performance appraisal will be based solely on performance of their officially assigned work.

## ARTICLE 10

### EMPLOYEE RECOGNITION

#### Section 10-1 Employee Recognition:

a. The Employer will urge supervisors to recognize employees who sustain a level of performance significantly above reasonable expectations. Supervisors are encouraged to fully use any and all forms of monetary and non-monetary awards available through the Virginia National Guard Incentive Awards Program.

b. Quality Step Increases (QSI) and Sustained Superior Performance Awards (SSPA) when available may be used to recognize sustained high quality performance of assigned responsibilities. Supervisors are encouraged to consider recommending Time-Off Awards for technicians receiving an Excellent performance rating score between 76 and 79 points. A Special Act or Service Award may be used to recognize individuals or groups for meritorious personal efforts, acts, services, or scientific achievements performed within or outside assigned job responsibilities. The act or service must be so superior that it exceeds normal performance requirements of the position held. The Special Act must prove that the awardee(s) contributed to the efficiency, economy, or other improvement of government operation.

c. The Incentive Awards program may address awards or recognition in the following areas:

- (1) Suggestions.
- (2) Inventions.
- (3) Sustained superior performance (SSP) (special achievement awards).
- (4) Special acts or services (special achievement awards).
- (5) Length of service recognition.
- (6) Honorary awards and other methods of recognition.
- (7) Letters of commendation or appreciation.
- (8) Quality step increases (QSI).
- (9) On-the-spot cash awards
- (10) Time off awards.

d. The Employer agrees to notify the Union of all scheduled incentive awards committee meetings and to provide, upon request, any board results pertaining to bargaining unit members.

## **Section 10-2 Ideas for Excellence/Suggestion Program:**

a. The Employer and the Labor Organization will encourage all employees in the bargaining unit to participate in Cost Reduction Programs. It is agreed that every reasonable effort will be made to process beneficial suggestions and cost-reduction ideas in an expeditious manner. It is further agreed that an employee who encounters unreasonable or unwarranted delays in receiving a final determination of the adoption or rejection of a submitted beneficial suggestion or cost-reduction idea should refer the matter to his immediate supervisor, who will, in turn, make every effort to resolve the problem. The Human Resource Office will be available to the supervisor to assist him in these matters.

b. The Employer and the Labor Organization will encourage employees to discuss prospective suggestions with their immediate supervisors, who will aid them in insuring that the suggestion is sufficiently described for evaluation. Suggestions may be submitted directly to the Human Resource Office.

c. The services of the Human Resource Office are available to the suggester to advise him on questionable suggestion rejections or adoptions.

d. The Employer agrees to make suggestion forms accessible to the employees at the work sites and the Union.

e. Union representatives will encourage their bargaining unit members to participate in the Suggestion Program and will bring to the attention of the Shop Superintendent any known instances of negative attitudes towards the program on the part of supervisors or managers, employee dissatisfaction with the program, or instances where employees are discouraged rather than encouraged to participate.

f. The Employer will make every reasonable effort to process suggestions expeditiously.

g. The Employer will provide an employee whose suggestion is not adopted or awarded written reasons for the decision when known.

## **ARTICLE 11**

### **MERIT PLACEMENT AND PROMOTION**

**Section 11-1 Purpose:** To provide upward mobility for bargaining unit technicians by giving full consideration to the on-board Technician force. To provide procedures that will insure that each employee receives full consideration for all bargaining unit position vacancies for which they qualify. Management officials have a special responsibility for insuring that violations of these procedures do not occur.

**Section 11-2 Objectives:**

- a. This article will be used for filling bargaining unit vacancies in the Employer's work force and will be used for all promotions and competitive reassignments. The same qualification criteria will be used, regardless of the area of consideration, when filling technician positions.
- b. To present for the employer's consideration qualified applicants.
- c. To give employees an opportunity to receive fair and appropriate consideration for higher level jobs.
- d. To insure maximum utilization of employees.
- e. To provide an incentive for employees to improve their performance and develop skills, knowledge, and abilities.
- f. To provide attractive career opportunities for employees.

**Section 11-3 Definitions:**

- a. Promotion is the movement of an employee, while serving continuously within the same agency, to a position at a higher grade level within the same job classification system and pay schedule, or to a position with a higher rate of basic pay in a different job classification system and pay schedule.
- b. Internal Placement: Changing of an employee from one position to another through the competitive process, but with limitations to those employees currently employed by the unit at the time of the advertisement of the position.
- c. Point of Contact (POC): As designated on the vacancy announcement.
- d. Nominating/Interviewing Official: As designated by the Selecting Official, normally the first line supervisor.
- e. Selecting Official: As designated by HRO.

**Section 11-4 Employee Responsibilities:** Individuals are responsible for familiarizing themselves with the provisions of this article and assuring that applications are accurate and complete in relation to the present duties being accomplished and the position being applied for. Employees may make arrangements with their supervisor to submit applications for vacancies when temporarily absent from their jobs.

**Section 11-5 Vacancy Announcements:**

- a. As a minimum, the vacancy announcement will contain the following information:
  1. Title, series, grade, and salary range of the position.
  2. Type of appointment – Dual or Non-Dual Status.
  3. Military Requirements – applicant does not have to be assigned to the position or possess the MOS/CMF to apply or be considered for selection.
  4. Summary of duties and minimum qualification, general and specialized experience requirements.
  5. Organization and geographical location of the position.
  6. Information regarding known promotion potential, if any.
  7. Opening and closing dates and how to apply.
  8. Equal employment opportunity statement.
  9. The knowledge, skills and abilities factors.
  10. Whether or not trainees will be accepted.
  11. Application procedures.
  12. Area of consideration.
  13. Conditions of employment: Any special job requirements, i.e., security clearance, drivers license.
- b. Vacancy announcements may be announced using Groups I, II, and III as defined in VaTPR 335. If announced to all groups simultaneously, Group I candidates as defined in Section 11-8, will receive first consideration in accordance with this article.

**Section 11-6 Vacancy Posting:** Vacancy announcements will be posted for a minimum of fifteen (15) calendar days in a central location within each of the major work facilities. A copy will be provided to the Labor Organization.



**Section 11-7 Areas Of Consideration:** The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:

a. Bargaining unit positions:

(1) Group I: All currently employed permanent technician employees within the Virginia National Guard.

(2) Group II: All members of the Virginia National Guard

(3) Group III: Individuals eligible for membership in the Virginia National Guard

b. For vacant bargaining-unit positions, the initial area of consideration will be all permanent technician employees in Group I. This procedure does not apply when filling GS-5 and WG-5 positions and below.

c. Vacant bargaining unit positions may be advertised as open to other groups. In the event there are qualified Group II or III applicants, they will not be considered by the selecting official until those qualified Group I employees have been given first consideration in accordance with the procedures outlined in sections 11-13 and 11-14.

**Section 11-8 Application Procedures:** The appropriate application is the document by which the individual's qualifications for the position are determined. It must, therefore, reflect the applicant's current and past employment data as well as all duty assignments, qualifications, and training. Complete and accurate data is essential to insure fair evaluation of candidates. **APPLICANTS MUST SPECIFICALLY ADDRESS THE BASIC ELIGIBILITY FACTORS (WHICH INCLUDE GENERAL AND SPECIALIZED EXPERIENCE) AND THE KSA FACTORS AS STATED ON THE VACANCY ANNOUNCEMENT.** Along with the application form discussed below, supplemental forms that show all of the candidates qualifications may be submitted.

Applications will be submitted as follows:

a. Applicants may apply using SF 171, OF 612 or resume.

b. Applicants are encouraged to complete a new application for each position they are applying for and to contact the Human Resource Office Staffing Specialist for assistance in completing their application.

c. Employees scheduled for TDY or deployment may notify the HRO Representative of their temporary address and request job vacancy announcements be forwarded to them with appropriate application forms.

d. Applications must be received in the Human Resource Office (HRO) no later than 1700 hours on the closing date specified on the vacancy announcement. Government postage will not be utilized to mail the application.

**Section 11-9 Time Limits:** The selection process should be concluded as soon as possible after the vacancy announcement closing date, normally within sixty (60) days.

**Section 11-10 Establishment Of KSA Factors:** The knowledge, skills and abilities factors (KSA) required for the position to be filled will be prepared by the HRO prior to the advertisement of the position. The HRO may consult with the selecting official regarding the preparation and determination of the KSA factors.

**Section 11-11 Processing Applications:** The HRO will evaluate the application to determine that the applicant meets the basic qualifications of the advertised position. KSA's are not used to determine basic eligibility. The Human Resource Office will ascertain that only applications that are received by the closing date will be considered. All applicants determined to be basically qualified will be referred for consideration. The selecting official is required to consider and evaluate each candidate on a fair and equitable basis in accordance with this article.

**Section 11-12 Referral Of Candidates:** Following the evaluation of candidates, the HRO will refer all basically qualified candidates to the selecting official. Group I employees will be listed alphabetically and first on the Referral and Selection Certificate as candidates for priority consideration. All other candidates will be listed alphabetically on a separate page of the same Referral and Selection Certificate for secondary consideration. Only the Group I applicants will initially be sent to the interviewing official with the Referral and Selection Certificate. Applications and supporting documents submitted by candidates will also be forwarded to the selecting official for each selection certificate submitted to him.

**Section 11-13 Actions By The Selecting Official:** The Selecting Official has the right to select or not select any of the candidates referred to them. The Selecting Official or designee will proceed as follows:

a. Provide for a fair and impartial one on one interview of each eligible Group I candidate listed on the Referral and Selection certificate who is available for interview. If personal interviews are not possible telephone interviews will be conducted. This provides another means of evaluating and comparing and gives eligible candidates a chance to discuss the position and their qualifications. The Selecting Official or designee will interview all Group I candidates before considering Group II or III candidates. If the interviewing official recommends selection of a Group I applicant, no further interviews are required. The recommendation will be returned to the selecting official. If the interviewing official desires to interview additional applicants, he/she will request the Facility Superintendent to provide the sheet with Group II and/or III applicants.

b. After interviewing the candidates, make the selection. If all candidates on the Referral and Selection certificate are non-selected, provide written definitive justification to the HRO for non-selection for each Group I candidate on the Referral and Selection certificate. For the purpose of this section, "definitive" means: a work related reason for non-selection.

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

d. Insure employees hired in a trainee status will be informed of the approximate duration of the training necessary to become fully qualified.

e. If for some administrative reason the selection process cannot be completed the selection package will be returned to the HRO. (See Section 11-15e below)

**Section 11-14 Human Resources Office Action:**

a. The Human Resource Office will notify the individuals on the Referral and Selection certificate of the selection or nonselection.

b. Arrange an effective date of selection.

c. HRO will advise, in writing, those individuals who did not meet the qualifications required for the position.

d. Reference Section 11-14(e) above. The HRO will notify the candidates as to the reason for the delay (i.e., lack of funding).

e. When the selecting official non-selects the entire Referral and Selection certificate HRO will ensure the justification provided for each candidate is IAW section 11-14(b).

**Section 11-15 Release Of Selectee:** After selection for promotion/placement, employees who are militarily compatible must be released promptly from their present position. Release will normally be within two (2) weeks after the selection.

**Section 11-16 Records Retention:** Sufficient records are required to allow reconstruction of the placement action to provide for an evaluation of the merit promotion/ placement plan, for a clear record of the actions taken, and for proof that the filling of employee vacancies are being made on a fair and equitable basis in accordance with this article and VaTPR 335.

a. The following records are to be maintained in the HRO:

(1) Copy of the vacancy announcement.

(2) Copy of the Referral and Selection Certificate.

(3) Copy of all applications and attached documents.

(4) Forms used in the evaluation and rating process.

b. The interviewing official will maintain all documentation relied upon during the selection process for at least 90 days after the selection, or if a grievance is pending, until resolution of said grievance.

c. Records will be maintained for a minimum of two (2) years. If a grievance is pending, the records will be maintained until resolution of said grievance or the two (2) years whichever is longer.

**Section 11-17 Grievances:**

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

b. The employer, upon written request, will submit to the Labor Organization, if it is investigating or processing a grievance, the promotional material utilized in assessing the qualifications of the eligible candidates in an alleged, or formal promotion action. Confidentiality of promotion material will be maintained by the labor organization.

**Section 11-18 Inquiries:** Should a non-selected technician wish to know the possible reason(s) for non-selection, they may request an administrative review of their rating. The HRO will address the areas where improvement can be made regarding the procedural aspects of the application process. Inquiries regarding an individual's general promotion potential or performance during the interview process should be addressed to the Selecting Official and or Interviewing Official.

NOTE: The intent herein is not for the employee to grieve his non-selection but to provide the employee an awareness of potential weakness. This will not preclude an employee from filing a grievance under the provisions of Section 11-18 of this Article.

## ARTICLE 12

### REDUCTION IN FORCE

**Section 12-1:** Reduction in force is defined as any change in the employee organizational structure (due to a lack of funds, reorganization/consolidation, transfer of function) which results in an employee being released from his/her present civilian position by separation, change to lower grade, furlough for more than thirty (30) days, or reassignment involving displacement. Excluded from this definition are:

- a. Separation of technicians who fail to accompany a transfer of function.
- b. Management reassignment of a technician to a vacancy at the same grade or representative rate.
- c. Termination of indefinite/temporary technicians.
- d. Termination of temporary promotions.
- e. Furlough of thirty (30) days or less.

**Section 12-2:** The Employer will notify the Labor Organization when it is determined a reduction-in-force is necessary. The Labor Organization may make its views and recommendations concerning the reduction in force known and may exercise its rights pursuant to the statute and Article 1 of this Agreement. Prior to the issuance of official notice to the employees involved in a reduction-in-force action, the Employer will notify the Labor Organization of the spaces affected, the approximate date when personnel actions will be effected, and reasons for the reduction-in-force. The Labor Organization agrees not to divulge the contents of the plan until official notice has been received by the employees affected.

**Section 12-3:** 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 to place in continuing positions qualified employees who otherwise would be separated from the service. All reduction-in-force actions will be executed in strict compliance with applicable laws and regulations.

**Section 12-4:** In the event a reduction-in-force is implemented, the employee(s) affected and their designated Union representative shall be given the opportunity to review retention registers relative to the actions affecting the employee(s).

**Section 12-5:** A non-bargaining unit technician whose position is being eliminated will not compete for a vacant bargaining unit position with a bargaining unit technician being eliminated if the former rendered the most recent appraisal on the latter and which impacts on the retention standing of the latter.

**Section 12-6 Retention Registers:** A record that lists technicians in descending order, within their competitive levels, starting with the technician with the highest score first.

a. A technician retention standing will be computed using the average score of the last three official performance appraisals. Average scores will be rounded to the nearest whole number (.50 and higher rounded up, .49 and lower rounded down). Technicians who do not have three current appraisals on file will be credited with a fully acceptable (3) rating for any missing appraisals.

NOTE: The following table is established to reconcile the appraisal rating system established by the NGB. This table assimilates the difference between agency regulations VaNGTPR 430 and TPR 351.

91 thru 100 =	5
76 thru 90 =	4
51 thru 75 =	3
26 thru 50 =	2
00 thru 25 =	1

b. The technician service date (TSD) will be used as a tie-breaker when two or more technicians in the same tenure group have the same retention score. The service computation date (SCD) will be used as a further tie-breaker if required.

c. Once authority for a reduction in force has been received, receipt of a new performance appraisal will not affect the technician's standing in the current reduction in force.

## ARTICLE 13

### TECHNICIAN ASSISTANCE PROGRAM (TAP)

**Section 13-1:** The Labor Organization and employer agree to continue participation in the Technician Assistance Program (TAP) in accordance with applicable laws, regulations and guidelines. Both parties agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee to the Technician Assistance Program Coordinator (TAPC). The scope of this program includes, but is not limited to, alcohol and drug abuse and emotional, financial, marital, legal, and physical problems.

**Section 13-2:** The confidential nature of employees with medical/behavioral problems shall be maintained. Neither TAP personnel, counselor, or management official shall reveal the name of a person seeking or being assisted without the employee's written consent in accordance with the Privacy Act.

**Section 13-3:** Supervisors have the right and responsibility to discuss job performance and/or conduct with an employee in a counseling session or corrective interview. In the context of this article, the focus of corrective interviews of employees or supervisory counseling sessions is on issues of job performance or conduct rather than diagnosis, or judgments of substance abuse or other employee problems.

**Section 13-4:** Prior to effectuating discipline and/or adverse personnel actions for i.e. poor job performance/conduct related to substance abuse, a delay may be considered. Normal disciplinary/adverse actions will be instituted where improvement in job performance/conduct does not occur or the program is not successfully completed. All employment rights and entitlements **may** be preserved while an employee is undergoing a prescribed program of treatment.

**Section 13-5:** Employees will be authorized leave as appropriate in accordance with existing rules and regulations, to obtain treatment and rehabilitation.

## **ARTICLE 14**

### **TECHNICIAN TRAINING**

#### **Section 14-1 Training:**

- a. Supervisors will provide necessary on-the-job orientation training to assist an employee permanently assigned to a new position to reach expected performance standards.
- b. The Employer agrees to continue its training program for technicians consistent with the needs of the activity and within the limits of regulatory and budgetary requirements.
- c. The Employer's policy is to assure the effective and efficient utilization of the work force in the accomplishment of the activity's mission. In this regard, a positive, continuous, practical, and economical training program will be conducted to the extent necessary to maintain an efficient and competent work force.
- d. The Employer agrees to give full consideration to Labor Organization recommendations in preparation of the policies and programs relating to training of technicians prior to implementation.
- e. Each employee shall receive consideration to participate in training consistent with his qualifications and work experience, course requirements, and the needs of the Employer.
- f. The Labor Organization will stress to employees of the unit the need for self-development and self-initiated training to increase their efficiency and enhance their career potential.
- g. The Employer will make available training literature and schedules when requested.
- h. Training in which the employee desires to participate primarily for his/her personal benefit and which may increase his/her competence and usefulness to the government shall be considered by the employer IAW applicable directives.
- i. Technicians should not be required to perform incidental military duties such as charge-of-quarters, barracks chief, officer-of-the-day, etc., but will be expected to perform additional duties required of any other civilian class member. If a technician finds they are requested to perform such duties, the technician should contact the appropriate supervisor or Union representative so intervention with the schoolhouse supervisor can occur to correct the situation.
- j. The Employer will expedite as quickly as possible any problems arising due to substandard housing or other conditions that are consistent with technician authorizations for quality of civilian TDY accommodations.



## ARTICLE 15

### TEMPORARY DUTY TRAVEL

**Section 15-1:** The Employer has the right to require employees to travel on temporary duty under the conditions prescribed in applicable laws and regulations.

**Section 15-2:** Issuance of travel orders, and payment of per diem and travel allowances shall be in accordance with applicable laws and regulations. Employees will normally use a government credit card for travel expenses.

**Section 15-3:** Except under unusual circumstances, the Employer shall issue travel orders, when required, in advance to permit the employee to obtain transportation requests.

**Section 15-4:**

a. TDY under the specific control and authority of the Employer shall be scheduled to provide for the employee to travel during the normal work week whenever possible.

b. When on TDY status, an employee will be granted compensatory time off for any work performed outside regular scheduled duty hours or duty days.

c. The Employer agrees that when an employee on TDY reaches a destination after 2400 hours of the day of travel, he will be given eight (8) hours rest and/or time off from the time he checked into his lodging before reporting to the directed place of duty, except in emergency situations, reporting in for school, or when the employee so elects.

**Section 15-5:** Prior to a planned mission in a technician status, affected personnel will be briefed by appropriate management representatives normally no later than five (5) days prior to the technician's departure. The briefing will include, but not be limited to, areas concerning pay, allowances, type of travel, types of quarters, use of credit cards and acceptance of them at the TDY location, and the names of supervisors in charge of all aspects of the mission. Except under conditions of an operational emergency requiring TDY, technicians will be afforded a seventy-two (72) hours advance notice. Volunteers will be requested and considered in all such operations.

**Section 15-6:** Technicians TDY, in technician status, for training at service, technical and/or Military service schools should not be required to perform incidental military duties. If a technician finds they are requested to perform such duties, the technician should contact the appropriate supervisor or Union representative so intervention with the schoolhouse supervisor can occur to correct the situation.

## ARTICLE 16

### HEALTH AND SAFETY

#### Section 16-1 Safety:

a. It is the Employer's responsibility to establish and maintain an effective and comprehensive occupational safety and health program which is consistent with the standards promulgated under the Occupational Safety and Health Act of 1970 as implemented by Executive Order 12196 for Federal Employees, part 1960, Code of Federal Regulations 1910, NGR 385-10, Army National Guard Safety and Health Program and other governing regulations.

b. The Employer will make every reasonable effort to provide and maintain safe working conditions. The Labor Organization will cooperate in these efforts and encourage employees to work in a safe manner. It is further recognized that each employee has a primary responsibility for his/her own safety, an obligation to know and observe safety rules and practices as a measure of protection for themselves and others. Management officials will welcome at anytime suggestions for practical and economically feasible ways of improving safety conditions.

c. In the course of performing their regularly assigned work, safety representatives will be alert to observe unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate area which constitute industrial health hazards. If an unsafe or unhealthy condition is observed, safety representatives should report it to the appropriate supervisor. If the safety question is not settled, the matter will be referred promptly to the Shop Safety Officer. In the event resolution is not obtained at this level, the Labor Organization will submit the problem to the Shop Superintendent.

d. The Employer agrees to conduct a Safety Health Program within limitations of applicable regulations in order that employees enjoy optimum health.

e. The Labor Organization will encourage all employees to report all accidents immediately, as required by existing regulations. The Employer will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. Employees on duty at MATES may utilize a treatment facility of his/her choice in the event of a job-related injury which requires emergency treatment. When this occurs, time spent at the Clinic on the date of injury will be charged to administrative leave (excused absence). Employees on duty at CSMS may utilize the clinic at DSCR or a treatment facility of his/her choice in the event of job-related injuries which require emergency medical treatment. When this occurs, time spent at the treatment facility on the date of injury will be charged to administrative leave (excused absence). Should subsequent treatment or hospitalization be required, employees are entitled to be placed on continuation of pay for a period up to a maximum of forty-five (45) days. The forty-five (45) day period begins the first work day after the date of injury.

f. In the event of an accident at the installation, the Labor Organization will have a member on the investigation team if an employee is involved.

g. No employee will be required to lift items or operate machinery or equipment which requires physical exertion beyond the limits specified in current applicable directives.

h. It is agreed that no employee shall be required to perform work on or about moving or operating machines without proper precaution, protective equipment, and safety devices; nor shall any employee be required to work in areas where conditions are detrimental to health without proper protective equipment and safety devices. Extreme caution must be exercised when operating electric or mechanical equipment or machines. First line supervisors are expected to follow established procedures for employees working alone in a building or room.

i. Whenever a designated health and safety official determines, based on inspection, that conditions or practices exist in any place of employment which could reasonably be expected to cause death or physical harm immediately, or before the imminence of such danger can be eliminated through normal abatement procedures, he shall inform the employees and the official in charge of the establishment of the danger. The official in charge of the establishment, or person authorized to act for him in his absence, shall take immediate abatement procedures and the withdrawal of employees not necessary for abatement of dangerous conditions. Dangerous and hazardous working conditions will be avoided if at all possible, but if an employee must work under these conditions, they shall be paid EDP/HDP as appropriate.

j. The Employer will furnish protective clothing and safety equipment to those employees working in areas or occupations the Employer deems hazardous in accordance with appropriate regulations. Management will furnish commercially purchased foot protection at no expense to the employee in accordance with the VACL policy. Foot protection furnished by the employer must meet the requirements of OSHA regulations for the nature of the work being performed. In the event an employee is unable to wear the approved safety boot because of any foot anomaly, procurement through local purchase procedures would be approved by the Occupational Safety Office. Replacement of any safety boot will be on a fair wear and tear basis.

k. The Union will have a representative on the Shop Safety Council. The Representative will act exclusively for the Labor Organization.

l. 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 for the technician's unit of assignment.

#### **Section 16-2 Special Tools and Equipment:**

a. The employer will furnish at no cost to the technicians, safety eye glasses to include prescription lenses, goggles, and eye shields. 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 lenses.

b. All protective clothing and equipment authorized by applicable regulations will be provided by the employer.

c. Any special tools and safety equipment necessary to safely and properly accomplish an employee's duties will be made available with no expense to the employees.

d. Protective clothing will be furnished to unit members engaged in hazardous work.

### **Section 16-3 Work Area Lighting and Cleanliness:**

The Employer will make every attempt to maintain adequate lighting and cleanliness in work areas, lunch/break areas, rest rooms, and toilet facilities within budget/personnel limitations. The Labor Organization will encourage employees to maintain cleanliness.

### **16-4 Extreme Cold:**

a. The employer recognizes the hazards of working in extremely cold temperatures and will insure the adequacy of cold weather gear worn and availability to the employees. Nature of work being performed will be considered in determining the adequacy of issued cold weather gear. The employer will furnish foul/cold weather protective clothing at no cost to the employees.

b. The employer also acknowledges there are certain cold factors beyond which employees are incapable of performing sustained work. Tolerance between individuals differ with the type of outside work being accomplished which may affect the body heat generated by the worker, therefore, common sense must be applied when assigning work during periods of extreme cold.

### **16-5 Extreme Heat/Sun Exposure:**

a. The employer recognizes the hazards of working in extremely hot temperatures and acknowledges that there are certain heat factors beyond which employees are incapable of performing sustained work. Employees required to perform outside or inside work during hot and humid periods are subject to potential injury from heat stroke, heat exhaustion, heat rash, fainting and sunburn.

b. If the temperature becomes extremely hot as determined by applicable laws and regulations, the employer agrees to institute appropriate work control measures in accordance with OSHA/mission requirements.

c. The employer also recognizes the hazards of employees being exposed to the harmful effects of ultra violet rays of the sun and agrees to provide employees with appropriate personnel protective equipment.

### **16-6 Physical Fitness:**

a. Technicians working a five (5) day week are authorized three (3) hours per week and those working a four (4) day week are authorized two (2) hours per week of duty time to participate in the physical fitness program in accordance with the established command policy

# TAG – 350 – 01 – 005 of the Adjutant General. Such participation is on a voluntary basis and duty time for physical fitness activities is subject to workload considerations.

b. Supervisors are expected to maintain continuity of work, control of physical fitness program and their employees participation. Participation may be at the beginning of the workday, combined with the normal lunch period or at the end of the workday as determined by the superintendent based on mission requirements and time of year in so that the employees will not be exposed to the elements, i.e.: extreme heat or cold, on the days scheduled for Physical Training.

## **ARTICLE 17**

### **ENVIRONMENTAL DIFFERENTIAL PAY**

**Section 17-1:** It will be the policy of the Employer to eliminate or reduce, whenever possible, all hazards, physical hardships, and working conditions of an unusually severe nature. In those cases where corrective action does not practically eliminate the unusual severity of the hazards, physical hardships, and working conditions, the Employer will ensure that employees exposed to these conditions are properly compensated in keeping with government wide regulations as permitted by 5 CFR 532.511.

#### **Section 17-2 EDP Requests:**

a. Environmental differential pay requests will be handled in an expedient manner in accordance with 5 CFR 532.

b. The Labor organization may have representatives on the EDP/HDP committee. Subject matter specialists may be used as required.

## ARTICLE 18

### JOB/POSITION DESCRIPTIONS AND CLASSIFICATIONS

**Section 18-1:** Upon appointment, a technician will be assigned to duties in accordance with the technician position description. Each technician will be provided with a copy of the position description for the position to which assigned. Position descriptions will be an accurate listing of the major duties that are required by the employer to be performed by the affected technician(s). When a new or revised Position Description (PD) is implemented, the labor organization and the affected technician(s) will receive a copy via e-mail or a copy through distribution. The term "other duties as assigned" as part of the position description is defined to mean, reasonably related duties to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude management from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the PD should be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation or this agreement.

**Section 18-2:** The Employer will assure that all unit/job/position descriptions are reviewed and are updated to reflect all minor changes in duty assignments. In cases where the National Guard Bureau intends to begin a reclassification survey, the Employer will notify the Labor Organization as soon as notification is received. In each affected shop, the Superintendent or his designated representative involved will meet with the designated Union representative to discuss the concerns of the employees in the organization scheduled to be surveyed.

**Section 18-3:** An employee within the unit who believes that his position is improperly classified shall have the right to request his immediate supervisor to review the classification of his position, provided it relates to the official position he currently occupies, as shown on his position description or in a written notice of decision.

**Section 18-4:** If the employee is not satisfied with the proposed resolution of the classification of his job, he may file a written classification appeal through supervisory channels, to the attention of the Human Resource Office. If desired, the employee may be assisted by the Labor Organization in preparing his appeal.

**Section 18-5:**

a. Normally, employees shall not be required to perform work outside of their classification, except for periods of short duration and in the event of necessity. In such cases, the employees affected shall, when possible, be under the direct supervision of a foreman or other qualified workman familiar with the work, as determined by the Employer. In these situations, the Labor Organization will, if possible, be notified prior to assigning the work or as soon thereafter as possible.

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

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



## **ARTICLE 19**

### **LABOR ORGANIZATION USE OF FACILITIES**

#### **Section 19-1 Bulletin Boards and Publicity:**

a. The employer agrees that literature and/or notices may be posted on bulletin boards in the unit. Bulletin boards (minimum space: two (2) feet by three (3) feet designated as "Union Material") will be furnished for the convenience of the Labor Organization, which is solely responsible for its material. Literature posted must not violate the law, the security of the activity, or contain scurrilous or libelous material. Each shop will have a bulletin board exclusively for the Labor Organization. Design and location will be agreed upon by the Employer and the Labor Organization.

b. The Labor Organization will make every effort to provide the Shop Superintendent a copy of each piece of material it posts.

#### **Section 19-2 Labor Organization Office and Meeting Space:**

a. The Employer agrees that a meeting place will be provided for the Labor Organization under the following conditions:

(1) Facilities will be available during off-duty hours, subject to security requirements.

(2) Facilities will not be made available during duty hours if such meetings would interfere with mission performance, as determined by the Employer.

(3) Verbal requests for use of a facility for meetings will be made by the Union at least five (5) days prior to such meetings, stating date and time. The Employer will promptly notify the Union as to status of requests.

b. The Employer agrees to provide sole use office space for the Union that is accessible to the Union President to conduct Labor Organization business in privacy. In the event the labor organization obtains additional space, or a building, on Fort Pickett, the parties agree the office in Building PNG 134 will no longer be for the sole use of the labor organization. Instead, the office will be made available to the labor organization on an as needed basis for such purposes as counseling or consultation with bargaining unit members.

c. The Union space may be used by representatives of the Union for representational purposes as provided for in Article II, Union Representation, as well as for internal Labor Organization business. The Labor Organization agrees that use of such space during work hours as authorized herein shall be kept to such time limits as will insure a minimum disruption of work on the part of the principals involved.

d. The Labor Organization will assure that all space and furnishings the Employer provides for their use are maintained in or restored to a clean, secure, safe, and sanitary condition; the Employer, accompanied by a labor organization representative, may periodically check to ensure that these conditions are being met. The Labor Organization may be financially responsible for any damage to the Employer's space or furnishings which occur during their occupancy or use thereof.

e. Union representatives will be permitted to use the Employer's telephone and internal mail distribution facilities in carrying out the provisions of this agreement.

f. Union representatives will be provided with an RCAS account and have access to a computer at their work site.

## **ARTICLE 20**

### **REORGANIZATION**

**Section 20-1:** Reorganization is defined as the planned elimination, addition, or redistribution of functions or duties in an organization.

**Section 20-2:** The Employer shall notify the Labor Organization as soon as possible of a pending reorganization which results in the elimination of a position or the downgrade of a technician's position. At this time, the Labor Organization may request bargaining on the appropriate arrangement IAW the LMR Statute.

## **ARTICLE 21**

### **WAGE SURVEYS**

**Section 21-1:** It is agreed that the Labor Organization will be notified by the Employer of impending local wage surveys as soon as possible after notification by the applicable Local Wage Survey Lead Agency. The Employer will advise the Labor Organization when the Employer is invited by the host agency to participate in local wage surveys that may affect technicians covered by this agreement.

**Section 21-2:** A reasonable amount of time without charge to leave or loss of pay will be allowed a unit employee to make a presentation at a hearing before the Local Wage Survey Committee when scheduled to do so by the Committee and when selected by the Union as an official representative of the Union.

## ARTICLE 22

### DUES AUTHORIZATION & REVOCATION PROCEDURES

**Section 22-1:** The Employer agrees that authorization for voluntary allotments of pay by employees for the payment of Union dues will be accepted and processed in accordance with applicable laws and regulations and this Agreement.

**Section 22-2 Technician Eligibility:** This article is applicable to all technicians of the bargaining unit who are members in good standing of the Union, and who:

- a. Have voluntarily authorized payroll deductions for payment of dues to the Union with full knowledge of the method of revocation of the authorization.
- b. Receive an established normal amount of pay on regularly scheduled pay days and that such net salary, after other legal and authorized deductions, is sufficient to cover the full amount of the authorized allotment for dues and
- c. Are covered by the bargaining unit for which exclusive recognition has been granted.

**Section 22-3:**

- a. The Labor Organization agrees to procure the prescribed allotment form (Standard Form 1187), to distribute the form to its members, and to educate eligible employees on the program for allotments for payment of dues and the uses and availability of the required form.
- b. The Union President, Secretary, or Treasurer will be designated to receive properly executed forms, certify the labor organization portion of the forms, and submit the forms to VAHR.

**Section 22-4 Dues Allotment:**

- a. Dues in the amount established by the Labor Organization will be deducted from the biweekly pay of any eligible technician of the unit who is a member of the Labor Organization and who has voluntarily authorized such deduction on a properly executed Standard Form (SF) 1187. The base rate of pay shall be exclusive of locality pay, any hazardous duty, overtime, shift differential, premium, or other related pay outside the technician's basic rate of pay.
- b. If the amount or rate of regular dues is changed, the Union will notify the Human Resource Office (VAHR), in writing, of the change.
- c. The Employer agrees that an allotment authorization may be submitted at any time to Human Resource Office, to arrive at least two weeks prior to the start of the effective pay period when dues withholding will begin.

**Section 22-5:** The Employer shall automatically terminate an allotment when an employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action (to include temporary promotion or detail outside of the bargaining unit); upon loss of exclusive recognition by the Labor Organization; when this Agreement providing for dues withholding is terminated by an appropriate authority outside the Department of Army; or when the employee has been suspended or expelled from the Union, in which case the Labor Organization shall so notify the Human Resource Office in writing. When a temporary promotion or detail outside of the bargaining unit terminates and the individual is returned to his/her original position in the bargaining unit, the employer agrees to automatically reinstate the dues allotment.

**Section 22-6:** An employee may voluntarily submit a Standard Form 1188 to terminate an existing dues allotment, providing such allotment was withheld from the technician's pay for a period of at least one (1) year. Any request for revocation of an authorization submitted after the expiration of this initial year will be effective as of the first full pay period in September following the receipt of the revocation request.

**Section 22-7:** The Employer shall maintain a supply of Standard Forms 1188 and will make this form available to employees upon request.

**Section 22-8:** Nothing in this Agreement shall require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to voluntary, written authorization by the member for payment of dues through payroll deductions. The requirements of this section apply to all supplemental, implementing, subsidiary, informal agreements between the Employer and the Labor Organization.

**Section 22-9:** Dues withholding procedures in this Article will continue in full force in effect upon the expiration date of this contract and until a new contract has been negotiated.

## **ARTICLE 23**

### **PUBLICATIONS**

**Section 23-1 Distribution of Agreement:** The Employer will furnish the Union 80 copies of the Agreement and any supplements immediately after it is effective.

**Section 23-2 Organizational Standard Operating Procedures:**

a. The employer will provide the Union with a copy of the Organizational Standing Operating Procedures and VaARNG Maintenance Management Manual and any changes thereto.

b. Before changes are made to the SOP, input will be solicited from the Union representatives. The Labor Organization will be provided a copy of the proposed change in advance and in no case will it conflict with this negotiated agreement.

## ARTICLE 24

### MISCELLANEOUS AND GENERAL PROVISIONS

#### **Section 24-1 Miscellaneous:**

a. The Employer will normally provide the Labor Organization with a copy of routine publications that affect employee working conditions and proposed changes thereto.

b. Upon request, in accordance with regulatory provisions, the employer will provide the Labor Organization copies of and/or access to regulations, records, files, etc., in its possession necessary for the Labor Organization to fulfill its representational rights and obligations pursuant to 5 USC 7114 when it does not conflict with the Privacy Act.

**Section 24-2 Contracting Out:** If the Employer determines the need to contract out work, other than historical, routine and recurring contract requirements necessary to maintain equipment, notification will be provided the Labor Organization if the contract being performed would result in a change to working conditions, reduction in force, transfer or loss of position(s).

**Section 24-3 Transportation:** The Employer will provide transportation to employees when conducting official business.

**Section 24-4 Technological Developments:** The Employer and the Labor Organization recognize that technological developments frequently add to the efficiency and productivity of the installation and require the cooperation of Employer and Labor Organization in the development of new skills and the orderly introduction of new equipment and new processes. The Employer agrees to make every effort to minimize reduction-in-force resulting from the introduction of new equipment or processes. Consistent with manpower requirements, it shall be the responsibility of the Employer to determine the extent and types of additional training that may be required due to technological changes, to assure the continuing proficiency of employees in their assigned positions, to determine the number and types of employees to be trained, and to provide the means and facilities to furnish such training.



## ARTICLE 25

### AMENDMENTS

**Section 25-1:** This Agreement may be reopened as provided in Article 1, Section 3. The party desiring to open the Agreement will inform the other party in writing of the Article(s) and section(s) of the Agreement proposed for amendment, the reason(s) each proposed amendment is desired and the proposed new or revised language pertinent to the affected part(s) of the Agreement.

**Section 25-2:** Within fourteen (14) calendar days after either party receives such a written notice, representatives of the Union and the Employer will meet, discuss the matter(s) involved in the request, and determine whether both are agreeable to opening the Agreement for amendment. If as a result of this meeting, the Labor Organization and the Employer agree to open the Agreement for amendment, representatives of the Labor Organization and the Employer will meet and begin to negotiate new or revised contract language on the matter(s), but only on the matter(s) upon which the parties mutually consented to open the Agreement for amendment.

**Section 25-3:** Any amendments to this Agreement will become effective on the date they are approved by the DCPMS and will remain in effect until this Agreement expires or is terminated, unless it is determined within thirty (30) calendar days from the date of its execution that the Amendment does not conform to applicable laws, or existing published agency regulations or other appropriate authorities. If the amendment has not been approved or disapproved within thirty (30) days from the date of its execution by the parties, it shall go into effect without the required approval of the DCPMS and shall be binding on the parties, subject to the provisions of law and the regulations of appropriate authorities outside the agency.

## **ARTICLE 26**

### **UNIFORMS**

#### **26-1. Wearing of the Military Uniform.**

Technicians will wear the appropriate uniform while performing duties as a technician.

#### **26-2. Fair Wear and Tear Issuance Time Frames:**

a. Coveralls as provided for in CTA 50-900 will be stocked at the MATES and CSMS facilities and will be available for same day exchange under current Fair Wear and Tear exchange policies. Management agrees to maintain sufficient quantities on hand at the facilities to meet reasonable demand necessary for fair wear and tear replacement.

b. Technicians will be allowed a reasonable amount of duty time to phone, fax , or email in their orders for replacement uniforms. Unit supply personnel will submit requisitions for a direct exchange of a BDU blouse (with all accouterments sewn on) and for BDU trousers in no more than a two (2) work-day turn around following receipt of the request. Delivery to the appropriate supply official from the Kentucky NGB CCDF will normally be accomplished within 7-10 work-days with the unit supply official promptly notifying the technician of receipt.

c. Time limits concerning uniform/coveralls may be extended because of unusual circumstances, such as; appropriate supply personnel are at Annual Training, on leave, or at school, or sizes are not available. In any event, the technician will be informed of the reason for the delay.

d. If a technician does not receive replacement uniforms in a timely manner, he/she should raise the issue to his/her first line supervisor who should attempt to resolve any problems as soon as possible.

**26-3. Name Tags, Insignia, and other accouterments.** All name tags, military rank or insignia, and other accouterments required on the military uniform shall be provided by the Employer at no expense to Technicians. Insignias, nametags, and other accouterments required sewn on the military uniform shall be paid or provided for by the employer.

**26-4. Laundry Service.** The employer agrees to provide six washing machines and six dryers at MATES and two washing machines and two dryers at CSMS for use by bargaining unit members to launder uniforms, at no expense to the employee, which have been exposed to toxic or hazardous materials such as fuels, oils, greases, synthetic fluids, chemicals, paints, solvents, and other contaminants. A reasonable amount of duty time will be provided to allow employees to launder these uniforms.

## GLOSSARY OF TERMS

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

**Appraiser** - The supervisor responsible for establishing performance standards, for counseling the technician on the critical and major job elements, and for appraising the technician based on established standards.

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

**Appropriate Unit (Appropriate Bargaining Unit, Bargaining Unit, Unit)** - A group of employees which a labor union seeks to represent. In the Federal Government, the Federal Labor Relations Authority determines an appropriate unit to be one which (1) must have clear and identifiable community of interest; (2) must promote effective dealings with the Agency; and (3) ensure efficiency of the operations of the Agency.

**Approving Official** - An official that provides a comprehensive review of the performance appraisal, to include the written appraisal, at the end of the appraisal period. If necessary, include any discussions with the appraiser and the reviewer.

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

**Association** - Refers to The Association of Civilian Technicians, Inc. (ACT), local chapters, and the ACT National.

**Conditions of Employment (Working Conditions)** - In the Federal sector, this term means personnel policies, practices, and matters whether established by rule, regulation, or otherwise, affecting working conditions. It does not include policies, practices, and matters relating to prohibited political activities, to the classification of any position, or to the extent the matters are specifically provided for by Federal statute.

**Consultation** - In the Federal Government consultation refers only to the duty owed by agencies to labor organizations which have been accorded national consultation rights. That duty involves informing the union of substantive changes in conditions of employment, giving the union time to present its views and recommendations, considering those views and recommendations.

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

**Employer** - The Adjutant General (TAG) or his designated representative(s).

**Formal Discussion** - Discussions between an Agency representative(s) and a Bargaining Unit employee(s) concerning any grievance, or personnel practice or policy, or other condition of employment which affects Bargaining Unit employees. The exclusive representative shall be given the opportunity to be represented at these discussions.

**Grievance** - Any complaint by any employee or by any labor organization concerning any matter relating to the employment of the employee(s). Also any complaint concerning the effect or interpretation or claim or breach of a Collective Bargaining Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. Whether a complaint is formally recognized and handled as a grievance depends on whether the subject of the complaint is covered under the grievance procedure.

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

**Negotiated Grievance Procedure** - A systemic procedure agreed to by the negotiating parties for the resolution of grievances. The negotiated grievance procedure is applicable only to employees in the Bargaining Unit.

**Official Time** – Technicians representing both management and the exclusive representative are entitled to official time for representational activities.

**Performance Standards** - A description of major job elements identifying through an analysis of the duties and responsibilities of each technician PD. Organizational goals and objectives are part of the technicians performance standards and will be included as appropriate.

**Reviewer (Of Performance Appraisals)** - Normally the technician's second level supervisor in the (supervisory) chain of command.

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

**Substantive** - substantial; substantive changes would be substantially affecting conditions of employment

IN WITNESS THEREOF, the parties hereto have entered into the Basic Agreement this  
26<sup>th</sup> day of April in the year 2007.

FOR THE UNION:

FOR THE EMPLOYER:

