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ARTICLE 1

GENERAL PROVISIONS

SECTION I - PURPOSE

1-1 AGREEMENT

- a. Pursuant to the policy set forth in Civil Service Reform Act of 1978 (Public Law 95-454); the Employee Act of 1968 (Public Law 90-486); Title 32 U.S.C. Section 709; the Federal Service Labor Management Relations Statute (5 U.S.C. Chapter 71) and all applicable statutes and regulations, this agreement sets forth the respective roles and responsibilities of the parties; procedures and methods that govern the working relationship between the parties and indicates the parties have had a full and fair opportunity to bargain on all aspects of all topics contained in this agreement and that this Collective Bargaining Agreement (CBA) represents the parties' full, final, and complete agreement on all aspects of all topics included thereafter. The Employer and the Labor Organization recognize the joint responsibility for the administration and enforcement of this agreement.
- b. All provisions in this Agreement that refer to duties or responsibilities of specific supervisors, managers, or organizational elements are intended as a guide as to how to handle a particular situation. The Employer retains the discretion to determine which personnel and organizational elements will perform the work.

1-2 MUTUAL COVENANTS

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

- a. Promote and improve the efficient administration of the Virginia Air National Guard and the well-being of its employees.
- b. Provide for the highest degree of efficiency in the accomplishment of the mission of the agency.
- c. Establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Adjutant General.
- d. Provide means for amicable discussion and adjustment to matters of mutual interest.
- e. Promote partnership between the Labor Organization and the Employer by providing communications through education of personnel policy and procedures.

1-3 CONTACT DISTRIBUTION

Upon completion the employer will make this agreement available via VaANG Website, Lan System, or SharePoint. The HRO/HRO Remote will provide newly gained employees either a hard copy, electronic copy, or link to this agreement. Any revisions to the agreement will be distributed

via the VaANG Website, Lan System, or SharePoint. The initial cost of publishing the agreement will be borne by the employer.

1-4 LABOR/MANAGEMENT CONTRACT AWARENESS TRAINING

The Employer and the Labor Organization will ensure, in turn, that all supervisory/management personnel and labor representatives are trained as to the provisions of this agreement.

SECTION II - BARGAINING UNIT/EXCLUSIVE RECOGNITION

1-5 BARGAINING UNIT

It is recognized by the employer that the Association of Civilian Technicians has been designated and selected by a majority of the Technicians as their representative for purposes of exclusive recognition, and that pursuant to Public Law 95-454; the said organization is the exclusive representative of all employees in the bargaining unit.

- a. INCLUDED: All wage grade (to include WG and WL) and classified employees (defined as general schedule) employed by the Virginia Air National Guard.
- b. EXCLUDED: All managerial, supervisory employees, and those employed in personnel work in other than a clerical capacity, and those employed exclusively as Security Guards, and Intelligence personnel whom are prohibited by statute.

1-6 APPLICATION

This agreement, to include all articles herein, is applicable to all bargaining unit technicians, whether union members or not.

1-7 GENDER REFERENCES

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

SECTION III - TECHNICIAN RIGHTS

1-8 PUBLIC LAW 95-454

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

- a. Being represented by an attorney or other representative, other than the labor organization, of the employee own choosing; or
- b. Exercising grievance or appellate rights established by law, rule or regulation except in cases of negotiated grievance or appeal procedure, negotiated within this agreement.

NOTE: If employee elects representation by an outside attorney or other outside representative, it will be at their own personal expense.

1-9 EMPLOYEE PARTICIPATION

The employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity; that collective employee participation in the formulation and implementation of personnel policies affecting the employees, contributes to the effective conduct of operations and the efficient administration, as well as, the well-being of its employees, and requires that orderly and constructive relationships be maintained.

SECTION IV - MANAGEMENT RIGHTS

1-10 PUBLIC LAW 95-454 (Title 5 Chapter 71 Section 7106)

Management officials of the agency shall retain these rights, in accordance with applicable laws and regulations:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the employer.
- b. To hire, assign, direct, layoff and retain employees of the employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the employer's operations shall be conducted.
- d. With respect to filling positions, to make selection for appointments from:
 1. Properly ranked and certified candidates for promotion; or
 2. Any other appropriate source.
- e. To take whatever actions may be necessary to carry out the agency mission during emergencies.

1-11 CONTRACT NEGOTIATIONS

Nothing in this agreement shall impose upon the employer the obligation to negotiate with the labor organization on matters with respect to the mission of the employer; its budget; its organization; the number of employees; and the number, types, and grades of positions of employees assigned to an organizational unit; work project or tour of duty; or the technology, methods and means of performing work. Management agrees to comply with applicable law, regulations, and Executive Orders.

1-12 NEGOTIATED PROCEDURES

Nothing in this agreement shall preclude the parties from negotiating procedures which the employer will observe in exercising any authority in carrying out of the above rights. Nothing in

this agreement precludes negotiating appropriate arrangements for employees adversely affected by the exercise of any authority of the above rights by the employer.

SECTION V - LABOR ORGANIZATION RIGHTS AND DUTIES

1-13 EXCLUSIVE REPRESENTATIVE

The labor organization is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering, all Technicians in the bargaining unit. The labor organization is responsible for representing the interests of all Technicians of the bargaining unit it represents without discrimination and without regard to labor organization membership. An assigned National Field Representative, when requested by, and coordinated with the Old Dominion chapter, shall be recognized as having this same representational authority.

1-14 REPRESENTATION RIGHTS

An exclusive representative of the local labor organization shall be given the opportunity to be present at any formal discussion between one or more representatives concerning any grievance, any personnel policies or practices, or other general conditions of employment. An exclusive representative of the local labor organization shall be given the opportunity to be present at any examination of an employee in the unit by a representative of the employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests the representation. Whenever the Labor Organization or the Employer calls a Formal Meeting they will agree to the parties involved prior to the meeting. An employer representative must advise the employee of the right to representation prior to any examination that may result in disciplinary action or official use by management for any investigation IAW the Weingarten Rights.

1-15 TECHNICIAN RIGHTS

- a. The labor organization will not interfere with, restrain, or coerce any employee regarding the exercise of their rights under law. The labor organization will not coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee, or the discharge of the member's duties as an employee.
- b. The labor organization will not discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sexual orientation, gender, age, political affiliation, marital status, or handicap condition.

1-16 PROHIBITED PRACTICES

The labor organization will not call or participate in, a strike, work stoppage, or slowdown, or in the picketing of the employer in a labor management dispute if such picketing interferes with the agency's operations. The labor organization will not condone any activity described in this section by failing to take action to prevent or stop such activity.

1-17 CONTRACT ENFORCEMENT

The labor organization recognizes the joint responsibility with the employer for the administration and enforcement of this agreement.

1-18 INTERNAL UNION BUSINESS

It is agreed that internal labor organization business such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature will be conducted during non-duty hours of the employees involved.

1-19 BULLETIN BOARDS

- a. The employer will coordinate space for union supplied bulletin boards in or near common areas of any building for the display of labor organization material. Bulletin boards must meet and be maintained in accordance with current Air Force standards.
- b. The labor organization will be allowed to establish a link on the 192d Fighter Wing website through the Air Force Portal. Information that may be posted on the VaANG Website, Lan System, or SharePoint is as follows:
 1. Information that identifies area shop stewards.
 2. Labor organization material.
 3. Copy of the Labor Management Agreement.
 4. Official listing of labor organization officers.
 5. Schedule of labor organization meetings.
 6. ACT National website links / access.
- c. The labor organization will be authorized to establish links on VaANG Website, Lan System, or SharePoint as another source for providing information on the labor organization. The requirement for posting and maintaining the information rests with the labor organization.

1-20 EMPLOYEE RECORDS

All records maintained by management, on behalf of employees, shall be readily available for review by the employee and/or their representative (in writing) such to be designated as 904-1, until replaced by MyBiz, and Official Personnel Folder (OPF). When OPF reviews are conducted, the reviews will be held during normal duty hours. Compensatory time may be awarded if reviews cannot be scheduled during normal duty hours for each shift.

1-21 DISTRIBUTION

A distribution box will be provided to the labor organization at the 192d MSG central distribution point. Labor Organization representatives will be provided with an e-mail organizational account and have access to a computer at their work site.

ARTICLE 2

PERTINENT INFORMATION AND DIRECTIVES

APPLICABLE TO THE EMPLOYER AND THE LABOR ORGANIZATION

2-1 EMPLOYER INFORMATION

The employer agrees to make available to the labor organization via VaANG Website, Lan System, or SharePoint a copy of all pertinent Technician Personnel Regulations and assure that additional policies and directives of the agencies (NGB and OPM) are made available via the same method during normal duty hours, unless policies and directives have restricted distribution.

2-2 LABOR ORGANIZATION INFORMATION

The labor organization agrees to provide the employer with any pertinent labor/management relation's directives that they receive.

2-3 TECHNICIAN MANNING DOCUMENT

The employer via HRO/HRO Remote agrees to furnish the labor organization, if requested, a copy of the applicable Technician Manning document.

2-4 NOTIFICATION

The labor organization will be notified by HRO/HRO Remote of all new employees, prior to employee's orientation. The employer will establish procedures/checklists to ensure that a new employee will be counseled on all aspects of employment within one (1) pay period after the effective date of employment. The Labor Organization Chapter President or designee will be afforded time to meet with the new employee(s) at the conclusion of the orientation meeting.

2-5 SUPERVISOR CHECKLIST

A checklist will be used to cover all items that each new employee must be made aware. After the employee has been counseled, the employee and the counselor will sign the checklist and it will be filed in the employee's supervisor's record. See Appendix 1.

ARTICLE 3

LABOR ORGANIZATION SHOP STEWARDS

3-1 SHOP STEWARDS

The shop steward is an official labor organization representative. The supervisors and stewards shall strive to work together at the lowest level on any matter, which will affect the conditions of employment of the employees within the designated sections prior to any implementation of changes. It is understood that the steward may speak for the bargaining unit member employees of the section, but will not make decisions on contractual intent. Stewards will be designated by the Labor Organization based on representational requirements so that each employee will have reasonable access to a steward. The Labor Organization may designate a temporary steward in the event four (4) or more bargaining unit members are sent TDY in technician status. This steward will be selected from the members going TDY in technician status.

3-2 LIST OF OFFICERS AND STEWARDS

The Virginia National Guard Human Resources Office (HRO), HRO Remote, and the LRS representing management officials of the 192d FW will be furnished with a complete list of officers and stewards and their designated groups after each election or anytime a change occurs.

ARTICLE 4

LABOR ORGANIZATION BUSINESS OFFICE

4-1 OFFICE

- a. The employer will coordinate and ensure the Labor Organization is provided a private office space in a centrally located area. Upon request, the 192FW/CCE will provide a list of facility conference areas and POC's.
- b. Facility/Safety/Emergency personnel will always be permitted access for purposes of investigating a true emergency. The office space will be environmentally supported in the same manner as the rest of the building.

4-2 TELEPHONE

- a. Telephone landline service with long distance service will be provided by the employer for the labor organization business office.
- b. The employer agrees to provide access to a printer, scanner, and copier located near the Labor office.
- c. A government authorized computer with peripherals will be provided.
- d. A government authorized removable media device (portable external hard drive) will be provided.

4-3 FURNITURE

The labor organization will be afforded the opportunity to screen excess office furniture/equipment and utilize such available furniture/equipment as needed.

ARTICLE 5

PAYROLL DEDUCTION

5-1 WITHHOLDING FORM

A standard form for union dues payroll deduction will be supplied by the labor organization and will be used as the authorization of payroll deduction for dues, by the employees. A standard form SF 1187 for union dues payroll deduction will be supplied by the Labor Organization at orientation. The completed SF 1187 will be delivered to the Chapter president and will be used as the authorization of payroll deduction for dues, by the employees.

5-2 PROCESSING

The completed standard form will be given by the labor organization to the Civilian Pay Office.

- a. The standard form will be completed and certified as to the amount of withholding (.008 of base pay). The member will be advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.
- b. The standard form may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the Civilian Pay Office. Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rate of base pay changes.
- c. An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the labor organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the labor organization.
 1. When a technician is temporarily promoted or detailed to a position outside of the bargaining unit, the Employer agrees to automatically reinstate the due's withholding of the employee upon the employee's return to the bargaining unit.
 2. The Labor Organization agrees to provide the HRO with SF Form 1187 when requested.
 3. It is the individual's responsibility when temporarily assigned outside the bargaining unit to maintain dues payments, if the employee so desires, in order to protect union associated insurance, or other union benefits.

5-3 DUES REVOCATION

The employer agrees to provide the Labor Organization with copies of the standard form for use in revoking dues allotments. These forms will be available in the labor organization office to those individuals wishing to revoke their dues withholding.

- a. The individual will turn the completed standard form into the Civilian Pay Office.
- b. The Civilian Pay Office shall date and initial all copies of the standard form upon receipt from individual. The second copy of the standard form shall be forwarded by the Civilian Pay Office to the labor organization within three (3) working days after receipt of the signed form from the employee.
- c. The first day of March and September shall be the annual dues revocation dates established by this agreement. All dues revocation forms must be received by the Civilian Pay Office not later than 15 February or 15 August respectively. Dues revocation shall not become effective until the first full pay period in March or September.
- d. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Dues revocation form must be submitted to the Civilian Pay Office not later than the last workday in the month preceding the employee's anniversary date. The effective date of revocation will be the first full pay period after the anniversary date. After the first anniversary date, revocation may be made only in accordance with paragraph 5-3c above.

ARTICLE 6

OFFICIAL TIME FOR LABOR ORGANIZATION REPRESENTATIVES

6-1 PURPOSE

Labor organizations representatives are entitled to use official time for any given purpose permitted by the official time law, 5 U.S.C. 7131 and amendment hereto. The amount of official time to which an employee is entitled to is the amount reasonably necessary to accomplish its purpose.

6-2 OFFICIAL TIME

- a.** A Labor Organization Official is entitled to a reasonable amount of official time each workday for visiting employees at their worksites, telephone or email communication, or for any purpose permitted by the official time law, provided mission performance is not impaired.
- b.** Each calendar year, the Labor Organization is entitled to Official Time to travel to/from and attend Labor Organization sponsored training. The Labor Organization will give the Employer reasonable advanced notice of which representatives will use this official time and the expected schedule for its use, so that duty hours and official time may be scheduled in accordance with section 6-7. Upon return, there representatives will report any changes of or additions to the expected schedule, to enable retroactive adjustments in accordance with Section 6-7.
- c.** The Labor Organization is allowed official time for training of officers and shop stewards. Each steward position is authorized four (4) days of training per year for the duration of this agreement. Each executive board member shall be authorized six (6) days per year for labor organization sponsored training or outside training programs. It is understood that this training will be of mutual concern to management and the employee as a representative of the labor organization. To and from travel to the training site during duty hours are an acceptable use of official time. The labor organization will request this time by letter, including the agenda of the training, through the 192 FW Commander to the LRS and Human Resource Office (HRO) for approval. HRO will review the agenda for the training and if a discrepancy arises from the review of the agenda, the HRO will contact the Chapter President to resolve the discrepancy. The LRS will notify the Labor Organization and the respective supervisors/managers of the dates of the training within a reasonable time to accommodate attendance for the training.

6-3 PROCEDURES FOR GRANT OF OTHER OFFICIAL TIME

Labor Organization Officials who request official time will state its purpose, requested timing, location and duration. The purpose need only be stated generally. There is no need, for example, to identify persons with whom the requestor will meet, or the specific matter to be addressed. The

phrases “meet with employee regarding a representational matter” and “prepare for collective bargaining” are examples of adequate statements for the purpose of an official time request. The Employer will promptly grant the request if the stated purpose is permitted by the official time law. The Employer may delay the start of official time to the extent reasonably necessary to ensure timely mission accomplishment. If the employer must delay the official time, the labor organization representative will be released immediately upon completion of the assigned task or event.

6-4 EXAMPLES OF PERMISSABLE USE OF OFFICIAL TIME

- a. Permissible uses of official time include, but are not necessarily limited to, researching, investigating, observing, reading, writing, communicating, traveling, or meeting, in connection with any matter covered by 5 U.S.C. Chapter 71, and any amendment thereto
- b. For purposes of paragraph a. of this section, “matter covered by 5 U.S.C. Chapter 71” includes, but is not necessarily limited to,
 1. a current, proposed, or potential condition of employment;
 2. actual or potential
 - i. disciplinary or non-disciplinary misconduct-based actions
 - ii. performance-based actions,
 - iii. position classification matters,
 - iv. if an employee requests Labor Organization representation in an equal employment opportunity or workers’ compensation claim
 - v. other employment matters within the jurisdiction of an investigative entity or adjudicatory forum
 3. actual or contemplated
 - i. collective bargaining
 - ii. grievances
 - iii. arbitration cases
 - iv. impasse proceedings, and
 - v. unfair labor practices
 4. pre-decisional involvement under Executive Order 13522;
 5. Federal Wage System Survey work as data collectors in accordance with applicable laws and regulations;
 6. Preparation and maintenance of records and reports required of the Labor Organization by Federal Agencies and maintenance of financial records and books required to complete Department of Labor reports
 7. Training in labor or personnel law or processes, or other representational subjects; and

8. Presenting views of the Labor Organization to agency or other executive branch officials, Congress, or other appropriate authorities to the extent not prohibited by law.

6-5 WEAR OF MILITARY UNIFORM NOT REQUIRED ON OFFICIAL TIME

When on official time, employees are not required to wear military uniforms. When official time is granted, it will include time reasonably necessary to change out of and back into military uniforms.

6-6 TERMS OF ADDRESS

In any written communication to an employee pertaining to a matter for which use of official time would be permissible under the official time law, and in any oral communication to an employee who is on official time and not wearing the military uniform, the Employer will address the employee not by military rank, but by last name preceded by “Mr.” or “Ms.”

6-7 CHANGE OF DUTY HOURS AND GRANT OF OFFICIAL AND COMPENSATORY TIME WHEN EVENTS, OR TRAVEL OR PREPARATION FOR THEM, ARE SCHEDULED DURING TIME OTHER THAN AN EMPLOYEE’S NORMAL DUTY HOURS IF

- a. An event for which an employee is entitled to official time is scheduled by the Employer, an arbitrator, a mediator, a hearing examiner, the Federal Labor Relations Authority, or the Labor Organization to occur; or
- b. Travel to or from or preparation for the event reasonably must occur in whole or in part during time other than the employee’s normal duty hours, the Employer will change the duty hours of the employee to include that time, so that but for grant of official time the employee would be in a duty status. The employee will be granted official time for these duty hours and these hours will count in determining whether the employee is entitled to compensatory time.

6-8 INAPPLICABILITY TO OFFICIAL TIME FOR END OF TERM NEGOTIATION OF A NEW AGREEMENT

This Article does not apply to grant of official time for negotiation of a new agreement to be effective after this Agreement expires. Official time for that purpose will be negotiated and included in a Memorandum of Understanding establishing ground rules for negotiation of the new agreement.

ARTICLE 7

WAGE-BOARD COMMITTEE REPRESENTATION

7-1 LABOR ORGANIZATION PARTICIPATION

The employer agrees that representatives of the labor organization, if requested by the Local Wage Survey Committee, through the employer, will participate in accordance with 5CFR 532 in FWS wage surveys. Time required to perform required duties will be in a duty status and civilian attire is authorized.

ARTICLE 8

BASIC WORK WEEK - HOURS OF WORK

8-1 PAY PERIOD

- a. The administrative pay period is established as Sunday through Saturday with Sunday as the first day. The basic pay period consist of two administrative workweeks totaling eighty (80) hours worked by each technician.
- b. Regular days off will be determined by the employee and their supervisor.

8-2 SHIFTS

- a. The following shifts are established as standard shifts. Supervisors and managers have the right to schedule their respective work areas on any of the listed shifts, with proper notice and after prior notice to the shop steward. The employer retains the right to establish any other shift required, if mission requirements, or special projects dictate a needed change and after notification to and opportunity for I & I bargaining with the labor organization. Special shifts that need to be established for deployments and special operations for short time duration may be established. Normally such shifts would not exceed a two-week period.
 1. FIVE (5) 8 hour days
 2. FOUR (4) 10 hour days
 3. 5-4-9: Within an 80 hour pay period, employees will work eight 9-hour days, and one 8- hour day.
- b. Employee options for unpaid meal breaks are 0, 30, 45, or 60 minutes based on supervisor/mission requirements. The unpaid meal periods will normally be scheduled within a two hour block at the mid-point of the shift. All bargaining unit members will be allowed an unpaid meal period, subject to mission requirements.
 1. Employees assigned to work through their normal scheduled meal period will have the option to reschedule the meal period or take a break of twenty (20) minutes or less within close proximity to their work station and be available for work assignments.
 2. Unpaid meal periods must provide bona fide breaks in the workday. If an employee is not excused from job duties (including work that is not de minimis in nature), or if he/she is recalled to job duties, the employee is entitled to compensatory time earned. Employees are not required to be in uniform during duty-free time.

3. Monthly, a chapter meeting request may be forwarded to management. The request will include the location, date and time for the meeting during the lunch period. Meeting location time and date will be determined by the Wing Commander and the Chapter President.

8-3 SPECIAL SHIFT ASSIGNMENTS

The employer agrees that any employee who requests to work a specific shift because of personal and/or family problems (i.e. to attend educational classes, single parents, sickness in the family) may be granted special consideration in shift selection.

8-4 SHIFT CHANGE NOTIFICATION

Technicians will be notified no less than 14 calendar days in advance of a shift change. Technicians will be notified of unusual work schedules or duties no less than 14 calendar days in advance. Shift differential, if authorized, for original shift will be paid if 14 calendar days' notice is not provided. A situation which imposes immediate and unforeseen work requirements as a result of natural phenomena or mission related circumstances beyond the employer's reasonable control or ability to anticipate, or when the employer determines that the activity would be seriously handicapped in carrying out its functions or that costs would be substantially increased, are excluded from the 14 calendar day notice requirement.

8-5 CLEAN-UP TIME

The employer agrees to allow a fifteen (15) minute period immediately preceding the unpaid meal period and at the end of each workday to permit technicians engaged in work involving dirty, toxic, or hazardous substances, for personal clean-up. If needed, additional time will be allowed at the end of each workday to permit employees engaged in work-related activities to allow for the appropriate accountability and return of all tools and equipment and work-area cleanliness.

8-6 BREAK TIME

Two twenty (20) minute break periods are authorized during the scheduled duty day.

8-7 PREMIUM PAY

All shift, holiday and Sunday premium pay will be paid as authorized by law, regulation or CFR.

8-8 STANDBY / ON CALL STATUS

- a. Standby: will be considered hours of work if the employee is required to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. No stand by at home in a non-pay status will be required of any employee. Approval of standby in a paid status, either at home or on base, will be at the Group Commander level.
- b. On-Call: an employee is off duty, and time spent in an on-call status is not hours of work if the employee is allowed to leave a telephone number or carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable callback radius; or the employee is allowed to arrange for another person to perform any work that may arise during the on call period. On call status will only be for

predetermined designated amounts of time. On call status will normally be used in situations where rapid response times are not mission essential. Standby status is the preferred method for immediate response.

- c. Call-Back: employees who are required to return to their places of employment either through standby or on-call status will earn premium pay or compensatory time in accordance with Article 15 of this agreement, unless placed in an approved military status.
- d. Employees who are consulted during their unpaid time off will be compensated.

8-9 MILITARY TRAINING DUTIES

The employer agrees to provide a schedule of upcoming exercises / inspections posted on the 192 FW Sharepoint site. The employer should include the Labor Organization at meetings pertaining to the planning and scheduling of upcoming exercises / inspections. During the conduct of exercises / inspections, management should have supervisors available in appropriate work sections on all shifts that military technicians are working.

ARTICLE 9

POSITION DESCRIPTION

9-1 POSITION DESCRIPTION

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 released, the labor organization and the affected technician(s) will receive a copy via email or a copy through distribution. If an employee desires to contest the assignment of work within the PD they will advance the request to the state HRO classifier through their supervisor.

9-2 OTHER DUTIES AS ASSIGNED

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 or any relevant law, rule, regulation or this agreement.

9-3 ADDITIONAL DUTIES AND DETAILS

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 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. The employer agrees to fill, when possible, bargaining unit vacancies that impact bargaining unit members with additional duties and/or details.

ARTICLE 10

DETAILING / TEMPORARY PROMOTIONS OF TECHNICIANS

10-1 PURPOSE

Temporary promotions and details are intended to meet temporary workload situations, absences of employees, pending authorization and classification of new positions or other types of operational manpower needs that cannot be met by normal personnel placement actions.

10-2 PROCEDURE TEMPORARY PROMOTIONS

A temporary promotion is the appropriate way to meet a situation requiring the temporary service of an employee in a higher-graded position. Promoting an employee recognizes the increased responsibility and properly compensates them for the work being performed. Temporary promotions generally are not made unless the employee's services are required for more than 30 calendar days. In cases where the situation is for 30 calendar days or less, a detail could be more appropriate. Competition is not required for temporary promotion of 120 calendar days or less. Temporary promotions and details should be distributed among the work force within the area of concern on a fair and equitable basis as determined by the qualification requirements for the detail established by the Employer.

10-3 COMPETITIVE PROCEDURES

The Employer recognizes that assignments to higher-grade positions, duties, and/or training may ultimately lead to new or better job opportunities. Competitive promotion procedures will apply to all the following situations:

- a. A temporary promotion may be made permanent without further competition if competitive procedures were used originally and all potential candidates were made aware that it could lead to a permanent position.
- b. A temporary promotion should not be used for the sole purpose of training or evaluating an employee.

10-4 DETAIL PROCEDURES

- a. Details of less than 30 calendar days may be executed by the Supervisor. For details less than 30 days a SF -52 will be provided to the employee by their supervisor. Official details of greater than 30 days will be recorded on SF Form 52 at the time the action occurs and maintained in the supervisor's work folder. Official details of greater than 120 days will be recorded on an SF 52 and input into MyBiz from HRO on a SF50. Both these actions will be annotated on the employees 904-1 until replaced by MyBiz.

- b. For details greater than 30 days, temporary promotion is required. If there is a requirement for an employee to function in a higher graded position in excess of 30 calendar days, they will be temporarily promoted. Supervisors should not schedule rotations to the higher graded position with a frequency of less than 31 days with the intent to avoid generating a temporary promotion SF50.
- c. The Employer realizes and acknowledges that details of employees out of their assigned position must be used in a judicious manner. Therefore, the following procedures are agreed to:
 - 1. Qualified volunteers, as determined by the supervisor, for the detail, will be sought before non-volunteers are assigned.
 - 2. When an inadequate number of qualified technicians volunteer for a detail, the employer agrees to rotate the assignment among the qualified individuals in the area of concern.
 - 3. To the extent possible, the Employer agrees to fill all employee position vacancies that may impact on bargaining unit members rather than use details.
 - 4. Details to higher graded positions or those with known promotion potential should be rotated among the highest graded technicians.
 - 5. It is recognized that there may be isolated instances when management cannot apply these procedures. In those instances, the Employer agrees to explain the circumstances to the affected employees and the Labor Organization.

ARTICLE 11

JOB PERFORMANCE STANDARDS AND PERFORMANCE RATING

11-1 INTRODUCTION

The employer and the labor organization recognize the vital nature of the performance evaluation process. The effectiveness of the performance evaluation system is a combined responsibility of each indefinite and permanent employee and their immediate supervisor. The Employer will utilize a performance evaluation system within the boundaries of NGB TPR 430, VaNG TPR 430, and other National Guard Bureau Regulations.

11-2 APPRAISAL PERIOD

- a. Technicians will be given a technician performance appraisal, during fiscal year (1 October through 30 September).
- b. A technician serving a trail/probationary period will not be given an official performance appraisal until after completing the required 12 months of service.
- c. A minimum of 120 days supervision is required before an appraisal can be rendered.
- d. Technicians will receive an appraisal under their old job standard when transferring jobs, at the time of the transfer, provided a minimum of 120 days has elapsed since the previous appraisal.
- e. A closeout performance appraisal will be rendered when there is a change in the immediate supervisor, provided that more than 120 days has passed since the last appraisal.
- f. When a major change (a change in any critical element) to the job standard occurs within 120 work days before the fiscal year ends, the technician appraisal will be based on the old standard.

11-3 IDENTIFICATION OF PERFORMANCE STANDARDS AND CRITICAL ELEMENTS

- a. NGB TPR 430 and VaNG TPR 430, will be used as a guide in the development of performance standards and identification of critical elements. Performance standards describe how the requirements and expectations provided in the performance elements are to be evaluated. Performance standards must be provided for each performance element in the performance plan and must be written at the "Fully Successful" level. The standards should include specific, measureable, achievable, relevant, and timely (SMART) criteria, which provide the framework for developing effective results and expectations. SMART

standards objectively express how well and employee must perform his or her job to achieve performance at the “Fully Successful” level by providing standards that are:

1. Specific. Goals are sufficiently detailed in describing what needs to be accomplished.
 2. Measurable. The accomplishment of the performance element is clear and can be quantified or substantiated using objective criteria
 3. Achievable. Goals are realistic, yet challenging and can be accomplished with the resources, personnel, and time available.
 4. Relevant. The critical element aligns with or links to organizational mission and success
 5. Timely. Goals will be completed within a realistic timeframe.
- b. The immediate supervisor with employee participation will establish performance standards and critical elements that are an accurate reflection of duties to be performed, and then sign and date the performance standards and critical elements form, VAHR Form 430-R. The immediate supervisor will make the final determination as to performance standards and critical elements.
- c. A complete copy of the performance standard will be provided to the technician at the beginning of the new appraisal period and whenever a revision occurs.

11-4 THE APPRAISAL

Performance plans shall be in place and communicated to the employee normally within 30 days from the start of the rating cycle, entrance on duty of a new employee, or employee job change. It is the responsibility of the employer to ensure the timely completion of both the job standard and the performance evaluation; that the evaluated employee electronically reviews and signs.

- a. At the end of the appraisal period the immediate supervisor will review the technician's performance appraisal with the technician. The technician may question the appraiser on any aspect of the appraisal.
- b. If the technician experiences a problem in receiving a timely performance evaluation, that employee is entitled to bring the matter to the supervision's attention, the Labor Relations Specialist (LRS) or the steward.
- c. The employee should verify the date and communication method of the feedback (NG 430 part B) before acknowledging their performance appraisal. In the event the rater does not complete an overdue appraisal IAW this paragraph, the employee may file a grievance IAW Article 18 of this contract.

11-5 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.

11-6 PERIODIC FEEDBACK AND INTERIM APPRAISALS

Technicians will be periodically reminded of the critical job elements and expected performance standards of their positions, and will be informed if their performance is unacceptable in any element of the job. Technicians will be assisted in improving areas of unacceptable performance by counseling, increased supervisory assistance, or additional training.

- a. Supervisors are encouraged to provide on-going (i.e., regular and timely) feedback in the form of meaningful dialogue with employees regarding their performance. Face-to-face is the preferred method of supervisory/employee dialogue for performance-based issues. Although supervisors have the primary responsibility for providing employees feedback, employees share the responsibility of identifying and communicating successes and difficulties relative to their assigned performance plan.
- b. Interim Reviews: While ongoing informal dialogue and feedback are essential throughout the rating cycle, one or more formal interim performance reviews shall be conducted between supervisors and employees. At least one interim performance review shall be prepared and documented during the appraisal period provided there is greater than 120 days of observation by supervision.
 1. A formal interim review shall acknowledge achievements and suggest areas for improvement, and provide meaningful dialogue and exchange of concerns. Developmental suggestions also may be provided to the employee, as appropriate.
 2. Normally, the immediate supervisor will accomplish the interim review. To the extent practicable, if the immediate supervisor is unable to accomplish the interim review, he or she shall provide meaningful input to the manager responsible for accomplishing the review.
 3. Interim reviews may be subject to higher-level review (HLR) to ensure consistency and fairness within and across organizations. The interim review is considered to be approved after HLR, and the supervisor has communicated the plan to the employee in writing.
- c. Supervisors will use only the established performance standards to appraise the employee's performance.

11-7 APPRAISAL RECONSIDERATION

Employees may seek reconsideration of issues related to the performance appraisal process (e.g., individual performance element ratings and ratings of record) through the administrative grievance system or, where applicable, negotiated grievance procedures. Employees may **not** challenge contents (e.g., performance elements or standards) of an employee performance plan and decisions to grant or not grant a performance award or quality step increase (QSI) through

the administrative grievance system or, where applicable, negotiated grievance procedures.

11-8 DEVELOPING PERFORMANCE

- a. Supervisors should discuss and encourage employees to seek professional and technical development opportunities to further enhance their contribution to the organization's mission and goals, as appropriate. Employee development opportunities may include classroom training, on-the-job training, mentoring, special assignments, details/reassignments, group performance meetings, process improvement teams, and self-development activities.
- b. Managers and supervisors are required to provide proactive assistance to non-probationary employees who are performing at or below the Level 2, Marginal rating. Assistance may be provided at any time during the appraisal period that performance is determined to be at or below the Level 2 rating in one or more critical elements.
- c. Performance Improvement Plans (PIP):
 1. Employees will be assisted in improving areas of unacceptable performance by such proactive actions as counseling, increased supervisory assistance, additional training, etc.
 2. Technicians will be advised in writing and placed on a formal Performance Improvement Plan (PIP), normally 90-120 days, if despite reasonable informal efforts their performance remains below the Level 2, Marginal rating in any critical element.
 3. Performance Improvement Plans will be administered in accordance with NGB TPR 430 and this agreement.

ARTICLE 12

TDY/TRAVEL

12-1 GENERAL

A TDY will be announced as soon as information on the assignment is available, but normally not less than thirty (30) days before projected deployment. Selection of employees for temporary duty assignments will be based upon mission requirements and qualifications of the individual to best perform the mission required without regard to sexual orientation, gender, race, religion, age, or national origin. So far as necessary in the full performance of their position duties, employees are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty station. The employer agrees to attempt to insure that problems created by TDY assignments will have a minimal impact on the morale of the individual technician. Information on the TDY will be made known on a continuing basis to the affected technicians as it becomes available.

12-2 REPRESENTATION

The labor organization will be informed of the deployment requirements within three (3) working days after the employer is notified or as practical, and kept updated. As soon as practical, a steward may be appointed by the labor organization. For the period of the TDY, that steward will be the labor organization point of contact.

12-3 ASSIGNMENT OF QUALIFIED TECHNICIANS

Management will determine what qualifications are required based on the mission requirements of a particular TDY assignment. Qualified volunteers for a TDY will be sought and accepted before non-volunteers are assigned. When no volunteers or an inadequate number of volunteers are available management will make selection (s) based on mission requirements.

12-4 STATUS

During all periods of TDY the technician will be in an appropriate status IAW VaNG TPR 400 and VaNG TPR 630.

12-5 MODE OF TRANSPORTATION

Employees will use the method of transportation administratively authorized on travel orders as most advantageous to the Government IAW Joint Travel Regulation (JTR). When an employee uses a privately owned conveyance as a matter of personal preference while traveling, reimbursement will be in accordance with applicable regulations and JTR. Compensatory time gained will not exceed that which is granted to employees traveling by government conveyance.

12-6 TRAVEL VOUCHERS

The employee will submit a travel voucher, DD Form 1351-2 via Defense Travel System (DTS), to the Accounting and Finance Office in all cases when travel is completed. The voucher should be submitted within five (5) workdays after completion of travel. The filing of travel vouchers and time spent obtaining per diem/travel arrangement, may be accomplished while on duty status. A trained individual, Organizational Defense Travel Administrator (ODTA) will be available to advise/assist the technician with such vouchers during normal duty hours.

12-7 TRAVEL ADVANCES

Travel advances will only apply to individuals not possessing the official government travel card. In such cases, advances must be requested on an accrual/advance form, and approved by individual's supervisor. Such requests will normally be submitted not less than seven (7) working days prior to the TDY. Those technicians authorized to carry the government charge card will not normally be entitled to advance per diem. ATM features will be used to provide these employee's with the necessary per diem.

12-8 WORK SCHEDULES

A proposed work schedule and schedule of events for the TDY will be posted a minimum of seven (7) days in advance if the information is available. Employee work schedules should reflect known work requirements of the TDY.

12-9 WORKING CONDITIONS

The employer agrees that every reasonable effort will be made to insure that adequate numbers of technicians will support each TDY to insure the health, safety, welfare, and morale of each technician.

12-10 COMPENSATORY TIME

- a. The Employer acknowledges that TDY may create additional workloads for technicians in travel/TDY status. It is recognized that compensatory time will likely be required of technicians during this time.
- b. The employee assigned to any TDY will be responsible for tracking and reporting comp time earned to the Employer on NGB Form 46-14, signed by the supervisor that has operational direction of the member. This supervisor can be either a member of the Reserve or Active Component.
 1. Time spent traveling (but not other time in travel status) away from the permanent duty station is "hours worked" when it cuts across the employee's workday. The time is not only "hours worked" on regular workdays during normal working hours but also during the corresponding hours on non-workdays. Thus, if any employee regularly works from 0800 to 1630 from Monday through Friday, the time spent traveling during these hours is "hours worked" and the time spent traveling during corresponding hours on non-workdays (Saturday, Sunday and holidays) is also "hours worked" and the employee will receive compensatory time for these periods. Travel performed prior to 0800 and after 1630 would not be considered as "hours worked". Compensatory time may be granted for time spent in a travel status, which is outside of scheduled duty hours on the scheduled workday.

2. When management is unable to schedule or control the administration of work or assignment, any technician required to work; "standby", or travel on other than normal duty hours will receive hour for hour compensatory time.
3. When practical, travel will normally be arranged within the employees scheduled work hours.
4. Travel performed within the regularly scheduled duty hours on a holiday or a day designated as the "in lieu of holiday" is earned compensatory time

12-11 HOME STATION WORKLOAD

The employer acknowledges that a TDY may create additional workloads for technicians who remain at home station. Every effort will be made to keep workloads and special details to a minimum.

12-12 PRUDENCE IN TRAVEL/ORDERS

An employee on TDY will exercise the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, delays or luxury accommodations unnecessary or unjustified in the performance of a mission are not considered acceptable as exercising prudence. Employees will be responsible for excess costs and any additional expenses incurred for personal preference or convenience. TDY Orders will be prepared and delivered, five (5) working days in advance of departure when possible.

12-13 PER DIEM

Per Diem for travel or temporary duty as a technician shall be paid in accordance with the Joint Travel Regulations, Volume II.

ARTICLE 13

ENVIRONMENTAL DIFFERENTIAL PAY

13-1 PURPOSE

Specific procedures and guidelines are established in 5 CFR Part 532, 550 and applicable regulator guidance.

13-2 POLICY

Management recognizes the importance of Hazardous Duty Pay and Environmental Differential Pay and the need to have an active, on-going and responsive program. All requests will be handled in an expedient manner. The existence of HDP (GS) and EDP (WG) differentials is not intended to condone work practices, which may circumvent federal safety laws, rules or regulations. Labor and Management will work together as equal partners to update the local procedures as well as future changes.

13-3 RESPONSIBILITIES

- a. Employee: Each employee is required to work within the requirements of sound safety and occupational health practices and procedures, which are under his control. In those instances where the application of these practices and procedures cannot eliminate a hazardous situation, the employee must take positive steps to report the situation, and if appropriate, initiate a request to establish an HDP/EDP situation. Recommendations will be forwarded through supervisory channels with a courtesy copy to the Labor Organization.
- b. Supervisors: All supervisors and managers must insure that safety practices and acceptable work procedures are followed. In those instances where the application of these practices and procedures cannot adequately alleviate a hazardous situation, the supervisor or manager will take positive steps to report the situation, and if appropriate, initiate a request to establish an HDP/EDP situation. Upon receipt of a request to establish an HDP/EDP situation, the supervisor must examine the situation, provide recommendations, and forward the request through supervisory channels for required actions, with a courtesy copy to the Labor Organization.
- c. 192d FW/633 HDP/EDP Committee: Committee processes requests in an expedient manner for forwarding to the HRO for final approval.
- d. Human Resource Office: HRO has the authority to approve or disapprove a request to establish payable HDP/EDP situation.

ARTICLE 14

HEALTH, SAFETY, AND WELFARE

14-1 GENERAL

The employer and the union agree to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well-being of employees.

Rules, laws and regulations related to safety shall be available to all employees and departments and shall be adhered to. It is acknowledged that certain tasks necessarily performed involve a varying degree of hazard. The types of employees normally assigned to perform hazardous tasks shall be those who have received appropriate briefings, instructions, training, or schooling pertinent to the hazardous task to be performed. The employer shall provide appropriate safety and health training for employees. The method and means of performing hazardous tasks shall be those that incorporate all immediately available safety precautions and devices.

14-2 OCCUPATIONAL SAFETY AND HEALTH COUNCIL

- a. The 1st FW and 192d FW Safety and Occupational Health (SOH) Council has been established to provide a forum for discussion of SOH problems and to make recommendations to the Commander on SOH related matters.
- b. The Council will meet at least quarterly to discuss SOH problems and to resolve Hazard Reports, AF Form 457, that are not resolved at a lower level.
- c. The Labor Organization will be notified of the Council agenda items that deal with employee oriented SOH matters or labor submitted Hazard Reports.
- d. Labor Organization Representatives may be present during discussions of employee oriented or Labor Organization submitted Hazard Reports.

14-3 WORKMAN'S COMPENSATION

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

14-4 EXTREME COLD

The employer and the labor organization mutually recognize the hazards of working in extremely cold temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. It is acknowledged that it is the responsibility of each employee to insure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. Authorized military foul/cold weather protective gear will be furnished by the employer at no cost to the employees as allowed for and provided by US Air Force directives. The Wing Ground Safety Officer or designee will determine working conditions are safe, i.e., snow, ice and wind.

- a. Management acknowledges that there are certain cold factors beyond which employees are incapable of performing sustained work. Therefore, the following chill factor table indicating the duration of outside work that may be performed without rotation to inside work for a fifteen (15) minute warm-up is hereby agreed to.

CHILL FACTOR TEMPERATURE FAHRENHEIT	TIME LIMIT FOR EXPOSURE IN DEGREES HOURS:MINUTES
-25°	Mission essential task only
-20°	0:15
-15°	0:20
-10°	0:25
-05°	0:30

- b. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied along with the above indicated maximum exposure time.
- c. The official temperature and wind velocity will be obtained from the Langley AFB weather service or deployed location weather service. Maintenance Operations Center (MOC) will be the point of contact for this information.

14-5 **EXTREME HEAT**

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

- a. Management acknowledges that there are certain heat factors beyond which employees are incapable of performing sustained work.
- b. The following guidelines should be adhered to during high heat conditions.
 1. 88°-89.9° WBGT
Red Flag Conditions:

Personnel working outdoors should be cautious of heat stress. One 40-minute period in an air-conditioned environment per hour of strenuous work is recommended.

2. 90° or greater WBGT

Black Flag Conditions:

Personnel working outdoors should curtail strenuous activities as much as possible. One 50-minute period per hour in an air-conditioned environment is recommended.

Wet Bulb Globe Temperature (WBGT)

1. Information as to WBGT will be obtained from Langley AFB weather service or deployed location weather service. Maintenance Operation Center (MOC) will be the point of contact for this information.
- c. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefor common sense must be applied when considering maximum exposure time.
- d. Water coolers and cups will be provided for outside activities when temperatures reach 90° F or higher.

14-6 TDY SAFETY

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

14-7 HAZARDOUS MATERIAL COMMUNICATION TRAINING PROGRAM

- a. Hazardous material information and training will be made available IAW current DOD directives and AFI 90-821.
- b. All personnel will receive the training required by the directives and standard detailing the hazards associated with chemicals used in their respective shops. Employees who handle, use, or are potentially exposed to hazardous materials in the course of official duties, will receive training on the specific hazards in their work area. Management agrees to make every effort to ensure this training is offered in a timely manner, preferably prior to working with the hazardous materials.
- c. All training will be properly documented to insure completion of required training.
- d. Safety Data Sheets (SDS) will be available to all supervisors, all employees exposed to any chemical hazard, and/or the employee representative. The SDS will be on file in a known location and accessible to all the above individuals.

14-8 SAFETY SURVEY

A Labor Organization representative shall be given, on official time, the right to be present during any safety survey, conducted by any agency or persons contracted by the Employer to conduct safety surveys.

14-9 HAZARD REPORTING

- a. A safety hazard may be reported by any person and may be submitted on any event or condition that affects safety.
- b. Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:
 1. Ground operation and maintenance of aircraft.
 2. Ground operation and maintenance of vehicles.
 3. Operation and maintenance of facilities.
 4. Training and education programs.
 5. Work environment.
- c. Hazards should be reported to responsible supervisors so action can be taken. Oral reports of imminent danger are mandatory. In such situations, the Safety Office will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, an appropriate Hazard Report, will be prepared and given to the section supervisor. Hazard Reports may be submitted anonymously, directly to the Safety Office.
 1. The Safety Office will review and evaluate the report IAW applicable directives.
 2. If after review and processing of the report by the Safety Office, the originator is not satisfied, the employee may appeal IAW regulations or file a grievance.
NOTE: Applicable Safety Regulations are on file in the Base Safety Office and are available to all employees.
- d. The term "imminent danger" means any conditions or practices in any work place which could reasonably be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient) immediately or before there is sufficient time for such danger to be eliminated through normal procedures.
 1. In the case of imminent danger, employees shall make reports by the most expeditious means available.
 2. The employee has the right to decline to perform assigned tasks because of a reasonable belief the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through hazard reporting and abatement procedures. In these instances, the employee must report the situation to his supervisor or the next immediately available higher-level supervisor.

3. If the supervisor believes the condition or corrected condition poses an immediate danger, then management shall request an inspection by the Safety Office and contact the Labor Organization, who shall be afforded the opportunity to be present at the time the inspection is made.
4. Should the Safety Office decide the condition does not pose an immediate danger or the supervisor gives the instruction to return to work, with or without attempted corrective action, the employee must choose between:
 - i. Setting aside his or her concerns and performing the work or;
 - ii. Disobeying the order and risking disciplinary action, e.g., insubordination.
5. Continued refusal to perform work by the employee at this point may be justified if there is a reasonable basis for the employee to believe that imminent danger is present.

14-10 PHYSICAL FITNESS

Technicians are authorized three (3) hours per week to participate in a physical fitness program in accordance with established policies of the employer. Supervisors will establish and maintain a "Sign-Out/Sign-In Register" in the workplace. This document requirement is necessary in the event of injury, to ensure accountability for Workers' Compensation claims. When an individual elects to participate in a physical fitness program away from the base, the Employer may require proof of membership from the technician's chosen fitness facility.

14-11 EMPLOYEE HAZARDS

The Hazardous Materials Management Program will address the issue of location, installation and maintenance of air sampling detection devices in facilities on the base where employees are considered to be at risk. The Labor Organization will be furnished a copy of the meeting agendas and minutes.

ARTICLE 15

LEAVE

15-1 GENERAL

The State Regulation, VaNG TPR 630 establishes basic leave policies for technicians of the Virginia National Guard. The employer will make no changes to any provision of the plan without first consulting and negotiating with the labor organization.

15-2 ANNUAL LEAVE

Annual leave will be administered on a uniform and equitable basis within the scope of applicable regulations. Supervisors are charged with the responsibility to consider the work requirements first, then the employees' desires when approving and/or disapproving leave. Every effort should be made to schedule leave in advance in order to allow planning and work accomplishment.

- a. Each technician will be allowed to schedule/use annual leave in the amount that will normally accrue during the current leave year. The employer will make every reasonable effort to honor the leave requests for the employees. The only basis for refusal of annual leave is mission accomplishment. Employees desiring leave for one week or more are encouraged to submit an SF 71 via ATAAPS no later than 1 March of each year. They shall be granted priority for such leave according to date of submission and proper validation by the supervisor. In the event the supervisor cannot release all technicians according to their desires, the technician service computation date will be invoked one time each year, but not in consecutive years for the same time period, to determine the order of release. Those technicians applying for one week of leave (or more) subsequent to 1 March will be accepted on a first-come basis.
- b. Unscheduled annual leave. The employee will contact the supervisor as soon as possible, but no later than one hour after the start of the shift. Leaving a voice mail message does not satisfy this requirement. Voice, text messages, email, or other two-way electronic communication, will be the method of notification. Once notified, the supervisor may request a follow-up phone call. The employer agrees to grant the request for unscheduled annual leave if possible with regard to mission accomplishment. In situations where the employee finds it impossible to contact the supervisor a two-hour grace period is in effect whereby no disciplinary action may be considered unless circumstances warrant. The two-hour grace period begins with the start of the employee's regularly scheduled shift. Notification that does not meet the two-hour criteria will be dealt with on a case-by-case basis.
- c. Annual leave will be charged to a Technician's account in 15 minute increments.

- d. A maximum of 240 hours of accumulated leave may be carried forward to the new leave year without forfeiture. Individual requests to carry over annual leave in excess of 240 hours will be accomplished in accordance with VaNG TPR 630. Employees are responsible for working with their supervisors to avoid forfeiture of leave in excess of 240 hours.

15-3 ANNUAL LEAVE TRANSFER

The leave transfer program, requiring HRO approval on an individual basis, is a program to donate leave to another employee's leave account. When the need arises, this program will be implemented in accordance with applicable current regulations at the time the need exists.

15-4 SICK LEAVE

- a. Sick leave will be authorized only in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the employer to ascertain whether absences are properly chargeable to sick leave. Sick leave can be taken in 15 minute increments. There is no limit to the amount of earned sick leave used per year.
 - 1. There is no limitation on the amount of accrued or accumulated sick leave that an employee can use for their own personal medical needs.
- b. It is the responsibility of the employer, if necessary, to find additional personnel to cover the shift of employees approved for sick leave. Employers may require other employees to change their work schedules to cover the duties of the absent employee (with proper notice) or recall other personnel from other types of leave.
 - 1. An employee will notify their immediate supervisor as soon as possible when they are unable to report to work, due to an illness or injury, but no later than one (1) hour after the employee is scheduled to report for duty, unless there are mitigating circumstances. If they cannot reach their immediate supervisor, they are required to notify the next level supervisor(s). It is the employee's responsibility to keep the employer informed of the date on which they expect to return to duty. The employee will notify the employer of any changes to the date of expected return as promptly as possible.
 - 2. Employees who may be required to provide care for an immediate family member with a contagious disease or sickness will be authorized sick leave. Should there be any question concerning whether a disease or illness is contagious within the meaning of the regulation or VaNG TPR 630, a medical certificate stating that the disease/illness is contagious may be required to support the granting of sick leave.
 - 3. For absences in excess of 3 days, or for a lesser period when determined necessary by the employer, the employer may require a medical certificate or other administratively acceptable evidence. The employer may consider an employee's self-certification as to the reason for their absence as administratively

acceptable evidence, regardless of the duration of the absence. The Employer agrees to give the employee advanced written notice that medical documentation is required, via 904-1 until replaced by MyBiz, with any reasons and supporting facts that form the basis for the requirement. After being properly notified, the employee may request a meeting with the employer and the Labor Organization.

4. An employee must request sick leave within such time limits as the employer may require (normally 14 calendar days for routine medical care appointments). The employer may require employees to request advanced approval for sick leave for their own medical, dental, or optical examination or treatment. To the extent possible, an employee may be required to request advanced approval for sick leave to attend to a family member receiving medical, dental, or optical examination or treatment, to care for a sick family member or one with a serious health condition, for bereavement purposes, and for adoption-related proceedings. Lack of advance notice by the employee will not be used as the sole reason for denial of sick leave. Advance notice is not required for employees who are incapacitated due to physical or mental illness, injury, pregnancy or childbirth.
5. If the employee complies with the employer's notification and medical evidence/certification requirements, the employer must grant sick leave.
6. If the employer requires a medical certificate to authorize sick leave, of any duration, the employer will inform the employee of the requirement in advance or within a reasonable time after the employee notifies the employer of the sick leave request.
 - i. An employee must provide administratively acceptable evidence or medical certification within 15 calendar days of the employer's request. If the employee is unable to provide evidence, despite the employee's diligent, good faith efforts, he or she must provide it within a reasonable period of time, but no later than 30 calendar days after the employer makes the request. If the employee fails to provide the required evidence within the specified time period, he or she is not entitled to sick leave.
 - ii. If advance notice for medical certificate requirements is not given, the employer, will notify the employee via email within a reasonable time, after the requirement is imposed. Notification should include any facts supporting the reasons that are the basis for the requirement.
 - iii. Upon the employee's request, the employer will meet with the employee to discuss a notice provided under this section. The employer will afford the Labor Organization opportunity to attend the meeting unless the employee objects.
- c. A sick leave balance will not be used as the sole reason for determining whether a medical certificate is required. Sick leave balances should not be a sole consideration in military

promotions, official memorandums for record, or other non-disciplinary/disciplinary actions.

15-5 COMPENSATORY TIME

- a. An employee's rights with respect to compensatory time are stated in this Agreement, 32 U.S.C. § 709(h), § 11-1d of NGB TPR 630, VaNG TPR 630, and any changes thereto. Overtime pay is not authorized for National Guard Technicians.
 1. An employee entitled to compensatory time off may at any time inform the Employer of the date(s) and time(s) that the employee would prefer that time off to occur via a Compensatory Leave Request in ATAAPS. If an employee so informs the Employer, the Employer promptly will determine and inform the employee via ATAAPS by either approving or disapproving the request. If request is disapproved, a reason must be provided in the comment section of ATAAPS.
 2. Compensatory time will be given to technicians in 15 minute increments, for the amount of time spent by them in overtime work in excess of their scheduled tour of duty, in accordance with applicable regulations.
 3. In the event a technician is called back, a minimum of two hours will be considered standard, the technician is encouraged to document or explain circumstances that justify a greater amount of compensatory time.
 4. In the event a technician is interrupted/consulted during typical off-duty hours for the purposes of any work related issue outside of the technician's control, a minimum of 15 minutes will be considered standard. The ATAAPS approving official on shift will be responsible for determining if an off-duty interruption is authorized.
 5. An employee whose personal religious beliefs require not working during certain periods may elect to work compensatory time for the time lost to meet those religious requirements. An employee who works compensatory time for religious reasons must be granted equal compensatory time off from the scheduled tour of duty. The employee may work the compensatory time before or after the grant of compensatory time off. Time off for religious reasons will be recorded as leave.
 6. The administration of any necessary overtime work is solely a function of the employer. Factors which will be considered include: the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of employees required. Management may also consider qualifications of employees in the functional area currently assigned a particular job, and outside activities of the employee. Employees will be selected for overtime work on a fair and equitable basis consistent with job and skill requirements.

7. Compensatory time may be used for performance of inactive duty training or active duty instead of annual leave or leave without pay. For hard coded LWOP status (SF50 has been processed), only earned “compensatory time for travel” may be used while on active duty.
 8. Technicians retiring or resigning must use accrued compensatory time prior to termination. Lump sum payment for unused compensatory time is not authorized.
- b. Compensatory time will be administered between the supervisor and the individual concerned. Such time will be administered in the same manner as annual leave. Compensatory time should be taken within twenty-six (26) pay periods from the pay period in which it was earned. At the end of the twenty-sixth pay period from the pay period in which it is earned, the compensatory time will be forfeited. It is the technician's responsibility to request use of the compensatory time to avoid its loss.
 - c. Compensatory time earned should be utilized prior to using annual leave unless annual leave would otherwise be forfeited.

15-6 FAMILY MEDICAL LEAVE ACT

- a. The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:
- b. Twelve workweeks of leave in a 12-month period for:
 1. the birth of a child and to care for the newborn child within one year of birth;
 2. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 3. to care for the employee's spouse, child, or parent who has a serious health condition;
 4. a serious health condition that makes the employee unable to perform the essential functions of his or her job;
 5. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on “covered active duty;” **or** Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service members' spouse, son, daughter, parent, or next of kin (military caregiver leave).

15-7 TRAUMATIC LEAVE

Technicians disabled due to an on-the-job injury may be entitled to continuation of pay status

(COP) for a period not to exceed forty-five (45) days for any covered incapacitating injury or recovery period required by a doctor. NOTE: The early filing by the supervisor of a workman compensation claim form (CA-1 for an injury, CA-2 for illness/disease), is required to ensure full coverage for any job related injury or illness.

15-8 LEAVE WITHOUT PAY (LWOP)

LWOP is an approved absence without pay upon the employee's request. The employer agrees to consider LWOP upon the request of the employee for situations such as:

- a. Job related training/education, which would benefit the agency.
- b. Recovery from illness and/or disability.
- c. Personal/family emergencies.
- d. Mobilization or official authorized tour of active duty.

15-9 EXCUSED ABSENCE

- a. **LEAVE FOR BLOOD DONATION:** The employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. When community need for blood donors arise and work requirements allow for employer donors to be released, the employee(s) will be in an excused absence status. Depending on the community needs and consistent with safe medical practices, excused absences normally will not exceed four (4) hours.
- b. **MILITARY LEAVE:** Military leave is a special form of leave granted to government employees for the purpose of performing military duty/training on an annual basis. The employer agrees that no employee may be required to use military leave, prior to use of other appropriate leave. Technicians are provided the option of using other available leave first or commingling types of leave. Once military leave begins, it will run until exhausted, the military duty terminates, or through the last scheduled workday prior to the end of the active duty tour. It is recognized that the employee may carry-over up to 120 hours of unused military leave from one fiscal year to the next. Technicians have the potential of a maximum total of 240 hours military leave for use during a fiscal year.
- c. **ADMINISTRATIVE DISMISSALS:** When the employer authorizes the shutdown or closure of an activity or unit because of weather conditions or emergencies, i.e.; loss of heat, water, power, technicians may be granted administrative leave IAW The Adjutant General's policy.
- d. **PHYSICAL EXAMINATIONS:** Examinations are required as a condition of technician employment in the National Guard. Technicians will be excused, without charge to leave or loss of pay, for periodic, baseline, or annual physical examinations as required by the military commander, HRO or safety. Administrative leave is also authorized for physical examinations required for military membership taken during regularly scheduled tour of duty hours. This will also apply for Dental examinations required for military duty.

Generally employees will be authorized up to four hours excused absences for these appointments.

- e. **REGISTRATION AND VOTING:** Technicians may be excused for a reason time to vote or register in Federal, State, County, or municipal election. Generally employees are excused from duty to permit them to report for work three hours after the polls open or to leave work three hours before the polls close, which ever results in the lesser amount of time off.
- f. **TARDINESS AND BRIEF ABSENCES:** Tardiness and brief absences of less than one hour may be excused when reasons are justified.

15-10 COURT LEAVE

- a. **JURY DUTY:** Court leave for jury duty is granted to both permanent and temporary employees, both full time and part time except those employed on an intermittent basis.
 - 1. **Duration of Court Service.** Court leave is an authorized absence, without charge to leave or loss of pay, of an employee for work status for jury duty, or for attending judicial proceedings in a non-official capacity as a witness on behalf of any party in any matter to which the United States, State, or local government is a party.
 - 2. An employee who is under proper summons from a court should be granted leave of absence with pay for the entire period of court service, regardless of the number of hours per day or days per week served during the period.
 - 3. Supervisors may require an employee entitled to court leave to return to duty or be charged with annual leave, compensatory leave, or LWOP if he or she is excused from court service for one day or even a substantial part of the day. The employee may not, however, be required to return to duty if it would create a hardship.
 - 4. When in a court leave status, technicians must forward fees collected to their payroll office. The technician is permitted to keep travel and per diem allowance for each day's attendance in court. Failure to forward fees collected will result in a charge to leave for the days covered by the fee payment. The technician may keep any fees earned on non-work days.
 - 5. **Evidence of Court Service.** A copy of orders, subpoenas, summons, or official request to appear in court will be presented to the supervisor as far in advance of the court date as possible. Upon return to duty, the technician will submit evidence from the court reflecting dates of attendance in court.
- b. **WITNESS STATUS:** Witness in Official Capacity. When a technician is assigned by the agency or summoned to testify in an official capacity or to produce official records the

technician is in an official duty status and entitled to regular compensation without regard to any entitlement to court leave.

1. If the United States, State, or local government is a party in the judicial proceedings, court leave is appropriate regardless if the employee testifies on behalf of the government or a private party.
2. When the United States, State, or local government is not a party in the judicial proceedings, annual leave, compensatory leave, or LWOP is appropriate.

15-11 LEAVE OF ABSENCE

The Employer agrees to afford a leave of absence for any employee elected or appointed to a position of national officer or as a representative of the Union serving full-time in the position. Leaves of absence granted under this article will be for a period concurrent with the term of office or the appointment of the official.

15-12 TIME OFF AWARD

If the total amount of time off award is not used within one year after the approved date, any unused time off is forfeited and may not be restored.

ARTICLE 16

MERIT PROMOTION AND MERIT PLACEMENT

16-1 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 technician receives full consideration for all bargaining unit position vacancies for which they qualify. Management officials have a special responsibility for seeing that violations do not occur either by error or design.

16-2 OBJECTIVES

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

16-3 VACANCY ANNOUNCEMENTS

As a minimum, the vacancy announcement will contain the following information:

- a. Title, series, grade, and salary range of the position.
- b. Type of appointment - Non Dual status or Dual status
- c. Military Requirement - (Enlisted) (Officer) and compatibility requirements to include, but not limited to AFSC and grade requirements. Grade inversion will not be authorized.
- d. Summary of duties and minimum qualification, general and specialized experience requirements.
- e. Organization and geographical location of the position.
- f. Information regarding promotion potential.

- g. Opening and closing dates and how to apply.
- h. Equal employment opportunity statement.
- i. The knowledge, skills, and abilities factors by which applicants may be rated for the position.
- j. Area(s) of consideration.
- k. Selective Placement Factors: Any special job requirements, i.e., security clearance, driver's license.
- l. The Point of Contact.
- m. The Selecting Official is the 192d Air Commander.

16-4 EMPLOYEE RESPONSIBILITIES

Individuals are responsible for familiarizing themselves with the provisions of this article and the Merit Placement Program, VaNG TPR 335, or any other appropriate source if applicable, to assure that applications are accurate and complete in relation to the present duties being accomplished and the position being applied for.

16-5 EXCEPTIONS TO COMPETITIVE PROCEDURES

- a. Promotion due to the issuance of a new classification standard, the reclassification of a position, or the correction of a classification error, provided that all incumbents are to be affected equally.
- b. Placement of over-graded technicians entitled to grade retention as a result of RIF, reclassification, realignment, or reorganization.
- c. Promotion when competition was held earlier (i.e., position was advertised with known promotion potential).
- d. Re-promotion to the same grade or an intervening grade from which a technician was demoted without personal cause and not at his or her own request, if the down-grading has occurred within two (2) years.
- e. Position changes required by the RIF regulation and Article 20 of this agreement.
- f. Selection of a former technician from the re-employment priority list for a position at the same or lower grade than the one last held. This provision is applicable to those who have lost employment within the past two (2) years.
- g. Temporary promotion of 120 calendar days or less.

- h. Detail (for 120 calendar days) or less to a higher graded position or to a position with known promotion potential.
- i. Position change or reassignment to a position having no higher promotion potential.
- j. Prior permanent DOD employee (Excepted and Competitive) who:
 - 1. Was in Tenure Group I at the time of separation may be reemployed to a position at the same or lower grade as the position from which separated.
 - 2. Was in Tenure Group II may be reemployed without competition within 3 years of separation to a position at the same or lower grade as the position from which separated.
- k. Placement as a result of priority consideration when a candidate was not previously given proper consideration in a competitive action.
- l. Position change to permanent when competition was held earlier (i.e., advertisement stated position may be made permanent at a later date).
- m. Temporary hires for a period of 120 days or less.

16-6 VACANCY POSTING

Vacancy announcements will be posted for a minimum of fifteen (15) calendar days for Group I; thirty (30) calendar days for Group II & III.

16-7 AREAS OF CONSIDERATION

The areas of consideration for each specific bargaining unit position vacancy announcement will be in the following manner and sequence:

- a. Bargaining unit positions:
 - 1. Group I: All currently employed permanent dual status or non-dual status employees within the Virginia Air 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 excepted employees in Group I.
- 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 priority first consideration in accordance with the procedures outlines in of this article.

16-8 APPLICATION PROCEDURES

The electronic (or faxed) application with supporting documents is the basic package by which the applicant's qualification for the position is determined. It must reflect the applicant's current and past employment data, as well as, all duty assignments, qualifications, and training to include military service (active, Reserve, or National Guard). Complete and accurate data is essential to insure fair evaluation of candidates. Persons interested in applying for a vacancy announcement may do so On-line through the USAJobs website by completing the on-line questionnaire and uploading any supporting documents. If required to fax, follow guidance on USAJobs.

16-9 PROCESSING APPLICATIONS

The Human Resource Office will ascertain that only applications that are received by the closing date will be considered. The HRO will evaluate the application to determine that the applicant meets the basic qualifications of the advertised position.

16-10 REFERRAL OF CANDIDATES

After determining basic eligibility and qualifications via USAJOBS, HRO staffing review, and after all necessary materials are gathered; the HRO Staffing Representative will provide an initial selection and referral certificate to the Selecting Official containing qualified area one candidates in concert with the following Virginia National Guard merit principle guidelines:

- a. When announcing exclusively to area (1) one applicants, the referral and selection certificate will include all qualified applicants initially rank ordered electronically by USAJOBS application system with a final numerical ranking.
- b. When announcing to area (2) two area of consideration and area (3) three, the referral and selection certificate will include all appropriate area.

16-11 ACTIONS BY THE SELECTING OFFICIAL

The Selecting Official has the right to select or not select any of the candidates referred to him/her. The Selecting Official or designated interviewing official 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 interviewing official will interview all Group I candidates first. If it is necessary to interview Group II or III candidates the interviewing official will notify the Selecting Official and Group Commander prior to proceeding with the interview.
- b. After interviewing the candidates, make a recommendation and provide justification to the Selecting Official.

- 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 selections process cannot be completed the selection package will be returned to the HRO with written justification.

16-12 RECORDS RETENTION

Sufficient records are required to be kept by the HRO in order to allow reconstruction of the placement action. These records will provide; for an evaluation of the merit promotion/placement plan, for a clear record of the actions taken, and for proof that the filing of technician vacancies are being made on a fair and equitable basis in accordance with this article.

- a. The following records, at a minimum, 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.
 - 5. Record of the "Stopper List" having been cleared (for Non Dual Status positions only).
- b. Interview process records will be maintained by the section supervisor at the base.
- 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.

16-13 GRIEVANCES

- a. A technician 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 the material utilized in assessing the qualifications of the eligible candidates in the promotion action. Confidentiality of the material will be maintained by the labor organization.
- c. If a grievance concerning merit promotion has been initiated, no action will be taken to finalize the selection until the grievance is resolved.

16-14 INQUIRIES

Should a non-selected technician wish to know the possible reason(s) for non-selection, they may contact the HRO, the selecting official or the interviewing official. The HRO can provide information relative to the procedural aspects of the application process. The Selecting Official

may provide information relative to the individual's general promotion potential. The interviewing official may address the areas where improvement can be made relative to the interview process.

16-15 TIME LIMITS

The selection process should be concluded as soon as possible after the vacancy announcement closing date, normally thirty (30) calendar days or less.

ARTICLE 17

DISCIPLINE

17-1 GENERAL

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 contract modifications (Article 11). 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, will be consistently applied, will be equitable, and will promote the efficiency of the federal service. Discipline should always be constructive in nature, seldom punitive and will not be used as a means of harassment to personnel.

- a. The parties recognize that there are disciplinary actions and non-disciplinary actions. Disciplinary action will be for the purposes of correcting an offending technician, correcting a problem situation and maintaining discipline and morale among other technicians. The immediate supervisor should initially consider closer individual supervision and/or warnings to effect corrective action prior to undertaking a disciplinary or non-disciplinary actions.
- b. In order to be effective, constructive discipline must be timely. Disciplinary action will be initiated within a reasonable time after the offense becomes known to the individual's immediate supervisor.
- c. Letters of Reprimand and Non-Disciplinary Actions may be grieved. A successful remedy could cause any record of the action to be deleted.
- d. If an action is expunged from records, it will not be retrieved and will not be relied upon to support any subsequent action.
- e. To protect the confidentiality of the records (NGB Form 904-1 or in Mybiz Supervisor brief) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit. Access will be limited to the employee's supervisory chain or to persons the technician has given written permission.
- f. No documentation, such as NGB Form 904-1 entires(until replaced by MyBiz) or memorandums for record (MFR), will be made in an employee's files concerning non-disciplinary or disciplinary matters without the knowledge of the employee. The employee will acknowledge the entry. In no circumstance may acknowledgement of the entry be considered as an agreement with the entry or an admission of guilt. Matters relating to sexual assault/harassment or Equal Opportunity issues will be reported to all appropriated management officials as required.

17-2 NON-DISCIPLINARY ACTIONS

- a. These types of actions will consist of counseling and admonitions with the employee by their supervisor. The employee will be advised of the specific infraction or breach of conduct and when it occurred.
- b. Counseling sessions will be annotated in pencil (date and subject) on the NGB Form 904-1 until replaced by MyBiz. Retention period will not exceed 60 calendar days, unless related to a recurring problem. If the supervisor deems it appropriate, they may remove the entry early.
- c. Letters of Admonition will be annotated in pencil (date and subject) on the NGB Form 904-1 until replaced by MyBiz. The letter will be filed as a temporary document in the Supervisor's Work Folder until a specific date. Retention period will not exceed 60 days.

17-3 DISCIPLINARY ACTION

Disciplinary action consists of written reprimands and adverse actions (suspensions, reductions-in-grade and removals). Before disciplining an employee, the supervisor will gather all available facts and discuss them with the employee, informing the employee of the reason for the investigation. After considering the employee's response, the supervisor will then advise the employee via email if the discussion resolved the matter. If the Employer decides a letter of reprimand is warranted, the following procedure will apply:

- a. Written reprimand will:
 - 1. Normally be signed by the appropriate supervisor and cleared for procedural accuracy with LRS/HRO.
 - 2. The employee may have a Labor Organization representative, if so desired at the time of issue. The supervisor will advise the technician of this right prior to the questioning and presentation of the letter of reprimand.
 - 3. Describe the offense in sufficient detail to enable the technician to understand why the reprimand is necessary.
 - 4. Will be annotated in pencil (date and subject) on the NGB Form 904-1 until replaced by MyBiz. Retention period will mirror the timeframe of the related document.
 - 5. Inform the employee that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period will be twelve (12) months, unless related to a recurring problem. At the twelve (12) month mark, the employee may contact LRS/HRO to ensure that documentation has been irretrievably expunged.
- b. An appeal of 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. If adverse action is decided upon, follow the procedure in section 4 of this Article.

17-4 ADVERSE ACTIONS

- a. Adverse action is an administrative action that results in removal, suspension, or reduction in grade or compensation of any technician.
 1. There must be a reason for taking adverse action; that reason is commonly referred to as "cause" and is defined as "an offense against the employer/employee relationship." What constitutes "cause" is a decision that must be made on the merits of each situation.
 2. Having a "cause" may not be 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 and obtaining approval of the LRS/HRO before issuing proposed adverse action and original decisions. The counting of the days do not include the day of delivery from the Employer to the employee. The following, as required by the Employer regulation TPR 752 & 752-1 will be the sequence of events for an adverse action:
 1. Employees will be given a proposed adverse action signed by the individual proposing the action. The employee or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the deciding official.
 2. The employee will be given Thirty (30) calendar days to reply to the proposed action. All requests for extension of time limits will be made to the deciding official that will act next in the process. Requests must be in writing or by email. The facts and reasons supporting the need for the requested extension must be included in the request, but the official may grant any request for short extensions. A written or email response will be made to each request for an extension, either granting an extension to a date certain or, if denying the request, the reasons why the extension was denied.
 3. Materials relied upon to support the action will be provided to the employee or their representative at the employee's request. Material that cannot be made public, such as classified material or confidential information, cannot be used as the basis for an adverse action.
 4. The Employer must provide a reasonable amount of excused absence for the employee to prepare their reply. At a minimum, this is four (4) hours and should be longer if the circumstances require.

- c. The employee 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 employee has twenty (20) calendar days to file for an appellate review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, IAW TPR 752-1.
- d. Technicians requesting an appeal shall state the basis of 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.
 - 1. If the technician requests a hearing, the LRS/HRO will submit a written request within twenty-one (21) calendar days, to NGB for a list of examiners. In-turn, NGB will provide a list of hearing examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. If there are any conflicts of interest with the hearing examiner, the issue will be forwarded to NGB for provision of another hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to The Adjutant General. The Adjutant General will consider the recommendation in making a final decision. The hearing examiners per diem and travel expenses will be paid by management.
 - 2. If the appellate review process is selected, the appellate review will proceed by the requirements outlined in TPR 752 & 752-1 and the CBA.
 - i. The deciding official will provide the information that was used to determine the adverse action at the employee's request.
 - ii. If the appellant requests an oral presentation with the Adjutant General, the appellant will do so in writing using the attached form or a formal letter with the same information. See Appendix II.
 - iii. The time limits for the appellate review may be extended by mutual agreement.
- e. Adverse Actions resulting from real or potential unit security violations or workplace violence may be carried out prior to exhaustion of an individual's appeal to the action
- f. The fact that an adverse action is being processed does not require that an employee be prevented from performing their normal duties. In cases where there is no good reason to do so the employee will continue with their normally assigned duties. Where the continued presence of the employee may have an adverse impact on the work, cause a safety concern or will unduly disrupt the work area, the employee may be suspended from duty with pay until such time as an original decision is rendered or the end of the 30 day notice of removal period. Suspension with pay is not an adverse action. If an employee is suspended with pay, arrangements must be made with the employee and/or their representative for the

preparation of their reply and/or appeal. This must include access to documents and witnesses who voluntarily wish to meet with the employee or their representative.

- g. An Adverse Action will be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action upheld in accordance with 32 USC §709.

17-5 REPRESENTATION

- a. An Employer who is conducting an investigatory interview will notify the employee that the interview may lead to disciplinary action and that the employee has the right to remain silent and may refuse to give a written statement until a representative is present, or representation has been declined in accordance with this article.
- b. Prior to discussions that may lead to disciplinary or adverse actions; the employer or person/persons performing an investigation role for the Employer will notify the employee of the right to Labor Organization representation.
 - 1. If the employee accepts representation, no further questioning will take place until the representative is present.
 - 2. If the employee chooses not to have representation that waiver must be in writing using approved waiver form or a formal letter with the same information. The immediate supervisor will retain the waiver in the Supervisor's Work Folder. The Labor Organization will be served a copy of this waiver. See Appendix III for waiver template.
 - 3. An investigative interview will, if representation is requested, be delayed for a reasonable amount of time until the employee(s) representative can be present.

17-6 OFFICIAL RECORDS

- a. Record review of OFP and NGB-Form 904-1(until replaced by MyBiz): Each technician shall, upon request, be permitted to review any documents appearing in the Official Personnel Folder (OPF) and /or the Supervisor's Work Folder (NGB form 904-1) in duty status. Technicians will be provided copies of documents if so requested. The technician may designate a representative, in writing, who will be authorized to view or be provided copies of documents from the OFP and/or 904-1. The Supervisor Work Folder/My Biz when it replaces the NGB 904-1 it will allow technicians 24-7 access to Supervisor Work Folder CAC enabled computers.
 - 1. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee may 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.

2. Supervisor's Personnel File: NGB form 904-1(until replaced by MyBiz), Recordings: The technician Supervisor Work Folder will be maintained by the technician immediate supervisor in a secured location. When any entries are to be recorded on the 904-1 block 12, the supervisor shall advise the technician and the date entries made on the 904-1. The technician will be asked to initial the 904-1 entry and if the technician feels the entry is not correct they may write, "I do not concur" and initial the entry. Entries will be made in pencil and erased completely when no longer needed. The employees' initials acknowledge only the receipt and awareness of the content of the entry that has been made. In no circumstance may initialing the entry be considered as an agreement with the entry or an admission of guilt.
3. Discipline documents for use in an employee's files will be limited to those described in Article 17.
4. Informal notes made by supervisors that allege infractions, tardiness, and the like, cannot be used in proceedings against employees, unless disclosed in a reasonable timeframe in relation to the alleged infraction(s). The above records, notes or diaries shall not be used as a basis to support:
 - i. A performance evaluation of marginal or unacceptable;
 - ii. The denial of a career ladder promotion, or;
 - iii. The denial of a within grade increase;

unless the employee has been shown and, if requested, provide a copy of such documentation within a reasonable period of time. Related to the alleged infractions.

- b. The employee or their representative is entitled to review, copy or receive the materials that make up the basis for the proposed action letter; this includes having witnesses identified and, if the witnesses consent, the right to interview them. Should a witness refuse to be interviewed, testimony from that particular witness will be dismissed. These materials may be provided as copies when the proposed action letter is presented or may be made available for examination and copying at a later date. If they are not provided as copies at the time that the proposed action letter is presented, the time for the employee's response does not start until the materials are made available to the employee or their representative. When the documents relied upon are part of the public domain, reference to the portion of the law, regulation, policy, etc. is sufficient delivery if the employee or their representative has access to the material. Material that cannot be made public, such as classified material or confidential information, cannot be used as the basis for an adverse action.

ARTICLE 18

GRIEVANCE PROCEDURES

18-1 GENERAL

Bargaining unit employees are required to use this agreed to grievance procedure as the sole means of resolving all complaints covered by this article. The employee retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the employee chooses not to have representation, that waiver must be in writing. The Labor Organization will be served a copy of this waiver. However, the Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the agreement. A grievance will be formally presented normally not later than forty-five (45) days after the grievance took place or the individual becomes aware of the events that constitute the grievance, whichever is later. Failure of a grievant to proceed with a grievance within any of the time limits specified within the grievance procedures shall render the grievance void or settled on the basis of the last decision given by management, unless a written waiver of the time limits has been agreed upon. The waiver shall specify the amount of extension of time granted and must be signed by both parties. Failure for the Employer to respond within the prescribed time limits, the grievant may proceed to the next step unless waiver has been obtained.

All time limits within this article may be extended with approval by the employee, employer, and/or the Labor Organization.

18-2 DEFINITIONS

A grievance is:

- a. Any complaint by any employee concerning any matter relating to his employment.
- b. Any complaint by the labor organization concerning a matter relating to the employment of any employee.
- c. Any complaint by any employee, the labor organization, or employer concerning:
 1. The effect of interpretation, or a claim of breach, or the collective bargaining agreement; or
 2. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

18-3 REPRESENTATION

The Labor Organization is assured the right to represent itself and/or each and any employee in the bargaining unit in the presentation and processing of any grievance. In addition, the employee is not precluded from:

- a. Being represented by an attorney or other representative, other than the Labor Organization, of the employees own choosing; or

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

18-4 EXCLUSIONS

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by law (PL 95-454) from the coverage of this agreement. Matters excluded from the negotiated grievance procedure are:

- a. Any violation relating to prohibited political activities (Hatch Act Violations).
- b. Retirement, life insurance, or health insurance.
- c. Suspension or removal under Paragraph 7532 (National Security) of Title 5, U.S.C.
- d. Examination, certification, or appointment.
- e. Classification of any position, which does not result in the reduction in grade or pay of an employee. This matter may be appealed under other procedures. For GS employees TPR 500 (511.6), for WG employees TPR 532-1. S7, (532-1) are the applicable references.
- f. An EEO complaint
- g. Non-selections for promotion from a group of properly ranked and certified applicants.
- h. Actions taken pursuant to 32 USC 709(f).
- i. A grievance does not include a complaint concerning a term or condition of military service within the meaning of 10 U.S.C. § 976.

18-5 EXCLUSIVE PROCEDURE

The Employer and the Labor Organization agree that this negotiated procedure is the exclusive procedure available to the Labor Organization and the employee(s) in the bargaining unit for the processing of any grievance.

18-6 EMPLOYEE RIGHTS

All employees have the right to present their grievances to appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of employee(s) and labor organization grievances. In exercising these rights, the employee(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

18-7 GRIEVANCE FILE

For grievances that are not settled at the local level, a grievance file should be established and maintained by the Labor Relations Specialist in the HRO.

18-8 PRESENTING A GRIEVANCE

- a. A grievance must be presented using the agreed grievance or a formal letter with the same information. See Appendix IV.
- b. The labor organization has the right, on its own behalf or on the behalf of the bargaining unit employee(s), to present and process grievances.
- c. If an employee or group of employees elects to present their grievance without the assistance of the Labor Organization, adjustments of the grievance may not be inconsistent with the provisions of this agreement.
- d. The appropriate supervisor or manager involved will notify the Labor Organization of grievance proceeding and inform them of the time and place of such proceedings. The point of contact will be a chapter officer.

18-9 EMPLOYEE GRIEVANCE

Every effort should be made by the Employer and the employee to resolve issues at the lowest possible level. At this informal stage, the employee(s) and the representative(s) will meet with the appropriate supervisor(s) concerned and an attempt will be made to resolve the issue(s) that caused the grievance/concern. The employee and their representative will notify the immediate supervisor that they are meeting about an informal grievance. The immediate supervisor will respond to the employee and their representative within 10 working days if the issue is unresolved during the informal meeting.

- a. If not resolved, the formal grievance process (below) will be utilized and can be stopped at any time the affected parties agree on a resolution.

If an employee's organization does not align to the Wing structure (ie. JFHQ and FW Staff) the employee must advance the grievance through an equivalent structure.

STEP 1

The grievance will be prepared in writing, utilizing the agreed form. The grievance will be presented to the appropriate senior supervisor/ Squadron Commander. The grievance and information will be discussed at the time of presentation of the grievance. The senior supervisor/ Squadron Commander will provide a determination of settlement, in writing, to the individual and the labor organization within ten (10) working days.

STEP 2

If the grievant is dissatisfied with the settlement offered at step one, an appeal may be made to the Group Commander within ten (10) working days. A decision, in writing, will be rendered within ten (10) working days to the grievant and the labor organization.

STEP 3

1. If the grievant is dissatisfied with the settlement offered at step one and two, an appeal may be made to the 192d FW Commander within ten (10) working days. An information copy of the grievance will be forwarded to the LRS/HRO.
2. A decision, in writing, will be rendered within ten (10) working days to the grievant and the labor organization.

STEP 4

1. If the grievant is dissatisfied with the decision offered at the Step 3 level, they may, within fifteen (15) working days present the grievance in writing to the Adjutant General. The same written grievance along with all the other step decisions and the grievants rejections will be presented to the Adjutant General in one package.
2. The Adjutant General will render a written decision within fifteen (15) working days from receipt of the grievance. In all cases, the decision of the Adjutant General is final, for this grievance procedures, if arbitration is invoked see section 12 of this Article.

18-10 LABOR ORGANIZATION GRIEVANCE

- a. Labor Organization initiated grievances will name the 192d FW Commander as respondent. The Labor Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation.
- b. The following procedures will be utilized for all formal Labor Organization grievances.

STEP 1

The grievance will be prepared in writing and submitted to the 192d FW Commander. The event(s) leading to the grievance will be discussed with the 192d FW Commander at the time of the presentation of the grievance. An information copy of the grievance as received will be forwarded to the LRS/HRO. The 192d FW Commander will provide a decision, in writing, within seven (7) working days, to the Labor Organization Chapter President.

STEP 2

If the Labor Organization is dissatisfied with the decision of the 192d FW Commander an appeal will be forwarded to the Adjutant General within fifteen (15) working days. If The Adjutant General does not sustain the grievance a reason in writing will be provided to the labor organization within fifteen (15) working days.

18-11 RIGHT TO INFORMATION

Upon request and subject to law, rule or regulation Management will supply the Labor Organization with any investigation reports and/or documents used in the original action when denying a grievance. This is to insure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of section 12 this article.

18-12 ARBITRATION PROCEDURES

- a. Arbitration may be used to settle unresolved grievances.

- b. Only the Labor Organization or the Employer may invoke the provisions of this section.
- c. 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.

18-13 ARBITRATION SELECTION

When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent. Within ten (10) working days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties, beginning with the party, which invoked arbitration, will alternately strike the names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days the parties may select a new arbitrator using the above procedure again. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.

NOTE: If the chosen arbitrator cannot hear the case within thirty (30) days, the intent of this section is to allow the parties to select from the remaining names on the list, or request a list of seven additional names.

18-14 ARBITRATION EXPENSES

Expenses incurred for the arbitrator will be shared equally by the Employer and the Labor Organization. A copy of the transcript used by the arbitrator is an expense of the arbitration and will be shared equally by the employer and the Labor Organization. Extra copies of the transcript will be paid for by the party requesting the copy.

18-15 DATE AND LOCATION

The arbitration hearing shall be held on a date and at a location mutually agreed upon by the employer and the Labor Organization.

18-16 FLRA EXCEPTIONS

The employer and labor organization understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later than thirty (30) calendar days from the date the award is served on the parties. The date of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this thirty (30) calendar day period, the award shall be final, binding and effective on the thirty first (31st) day.

18-17 COMPLIANCE

A 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 19

IMPACT BARGAINING

19-1 PURPOSE

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

19-2 APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION BARGAINING

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

19-3 CHANGES AFFECTING WORKING CONDITIONS

The Employer agrees to provide drafts of appropriate regulations and/or policies affecting working conditions for review prior to implementation. If the labor organization desires impact and implementation bargaining concerning the drafts, management will be contacted within ten (10) working days after receipt of the draft.

- a. Upon notification by the Labor Organization for a meeting, the Employer agrees to meet within (5) working days.
- b. The Employer agrees to negotiate with the labor Organization in accordance with 5 UCS 7106.
- c. Time periods may be extended or shortened by written mutual consent.

ARTICLE 20

REDUCTION-IN-FORCE

20-1 GENERAL

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

20-2 PROCEDURES

Procedures relating to a reduction in force will be governed by provisions of National Guard Bureau Regulation TPR 351 and Public Law 95-454. The detailed procedure to effectuate this article will be in accordance with Article 19 (IMPACT BARGAINING) of this Labor Management Agreement. It is agreed between the parties that the procedures used by Management officials in exercising their authority in a reduction in force are negotiable and to that extent the Adjutant General in recognizing the responsibility of the Labor Organization to represent the bargaining unit, agrees to negotiate appropriate arrangements for the bargaining unit adversely affected by implementation of this article.

20-3 DEFINITIONS

- a. Reduction-in-Force (RIF): RIF occurs when a technician is released from a competitive level position by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, or the need to make a place for a person exercising reemployment or restoration rights requires the agency to release the technician.
- b. Competitive Areas: The competitive area is established as the total bargaining unit work force for all Virginia ANG bargaining unit members. At the time a RIF notification is received, impact bargaining will take place to determine that portion of the bargaining unit effected.
- c. Competitive Levels:
 1. A competitive level consists of all positions within a competitive area, which are in the same grade, same service (Excepted or Competitive) and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program.
 2. Supervisory positions will not be placed in the same competitive level as bargaining unit employees.
 3. Non-bargaining unit technicians will not compete with bargaining unit technicians for bargaining unit positions, if the former rendered the most recent appraisal on the latter and which impacts on the retention standing of the latter.
- d. Tenure Groups: Technicians are divided into three (3) Tenure Group:

Group I - Technicians under permanent appointment who are not serving on probation or trail periods.

Group II - Technicians serving on probation or trail periods.

Group III - Technicians who have been given indefinite appointments in the excepted service (Temporary Employees).

- e. Retention Registers: A record that lists technicians in descending order, within their competitive levels, starting with the technician with the highest score first.
 - 1. A technician retention standing will be computed using the average score of the last three official performance appraisals. Technicians who do not have three current appraisals on file will be credited with a fully acceptable (3) rating for any missing appraisals.
 - 2. The service computation date (SCD) will be used as a tiebreaker when two or more technicians in the same tenure group have the same retention score. The technician service date (TSD) will be used as a further tiebreaker if required.
 - 3. Once authority for a reduction in force has been received, receipt of a new performance appraisal or military appraisal will not affect the technician's standing in the current reduction in force.

20-4 HRO RESPONSIBILITIES

- a. Meet with the Labor Organization to explain the need for a reduction in force, and upon request, provide all documents and correspondence received, relative to the RIF action. The parties will then negotiate the appropriate procedures to be used.
- b. After impact bargaining with the labor organization, notification of the RIF will be in the form of a posted written general notice as far in advance as possible. In any case however, the notice should be within 120 days but no less than 60 days in advance. The general notice will contain as a minimum:
 - 1. The established competitive area.
 - 2. The established date appraisals are to be/have been frozen.
 - 3. The date personnel actions are frozen, i.e. reassignments, promotions, hiring, etc.
 - 4. The POC for program counseling.
 - 5. The established date and times for appropriate separation briefing, etc.
- c. Screen the manning documents to determine which vacancies will be needed for placement action.
- d. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private employers.

- e. Separate written notice will be given to each affected technician of the RIF at least 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual.

ARTICLE 21

EMPLOYEE PROGRAMS AND MORALE

21-1 GENERAL

The parties recognize the importance of programs established for the welfare of employees. The Employer and the Labor Organization agree to encourage employee participation in appropriate programs.

21-2 OBJECTIVES

The objective of the Employee Assistance Program (EAP) is to identify and assist employees with behavioral or personal problems, which impact upon work performance or disrupt interpersonal relations with other employees in the immediate work environment.

21-3 ASSISTANCE PROGRAMS

The following programs will be available to the employees.

- a.** Alcoholism and Drug Abuse Program
- b.** Military Family Life Consultant / Military One Source
- c.** Technician Assistance Program (TAP)

21-4 MORALE

- a.** Copies of regulations, publications, directives and personnel policies concerning technician employment will be available on VaANG Website, Lan System, or SharePoint, and may be examined by any employee upon request. Requests to review regulations filed outside of the work area will be submitted to the employee's supervisor. Such request will be approved depending on the workload requirements.
- b.** The employer agrees to utilize the downward chain of command to issue directives.
- c.** Duties relating to the cleaning of work centers or offices will be assigned to employees in those areas on a fair and equitable basis. Such duties will not normally be assigned to employees when equivalent services are provided by a janitorial staff. All employees will share in the responsibility for cooperative area clean-up of unit facilities.
- d.** A fair and comprehensive employee's award program is a valuable tool, available to the Employer, for building and maintaining a healthy and inspired state of morale in the work force. The Employer and the Union will take affirmative action to encourage supervisors and employees to perform their duties in an efficient and industrious manner so that they will qualify for appropriate types of recognition and performance awards.
- e.** Upon individual request, the employer will coordinate to ensure appropriate locker space is provided for the storage of personal belongings.

- f. An open door policy should be maintained by the Employer for any employees requesting information concerning their assignment or employment. Employees will submit requests for information and counseling through supervisory channels.

ARTICLE 22

CLASSIFICATION ACTIONS

22-1 GENERAL

It is agreed that before Management assigns an effective date for any downgrade resulting from reclassification, Management will, after impact bargaining with the Labor Organization, provide the affected technician with:

- a. A notice, no less than thirty (30) days in advance of the effective date, with a copy of the new position description (PD) or, the current PD if no changes are being effected.
- b. The OPM - Civil Service Classification Standards that the position was graded by, if requested.
- c. Further information, knowledge and assistance on rights and appeal preparation.

22-2 GRADE RETENTION

During the grade retention period (2 years) if a vacancy of equal or intervening grades exists for which the technician is fully qualified, the technician may be offered the position. If there is more than one fully qualified eligible technician in grade retention, the internal placement plan will be utilized. For any other positions that become available that no one on the retention roster is fully qualified for, the merit promotion plan will be utilized. The people on the retention roster shall be given priority consideration.

ARTICLE 23

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

23-1 POLICY

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

23-2 EEO COMPLAINT PROCEDURES

Any technician who believes they have been discriminated against in any matter because of race, color, religion, sexual orientation, gender, age, national origin or handicap may file an EEO complaint, through the statutory procedures, by contacting a designated EEO counselor for that specific area within 30 calendar days of the occurrence.

23-3 COMPLAINTS ALLEGING SEXUAL HARASSMENT

- a. The Employer and the Labor Organization agree that sexual harassment in the workplace will not be condoned.
- b. Reported cases of sexual harassment will receive prompt and positive action.
- c. Any technician who feels they have been the victim of sexual harassment may be file a complaint, through the statutory procedure, by contacting an EEO counselor within thirty (30) days of the occurrence.

ARTICLE 24

WORK UNIFORMS/CLOTHING & PERSONAL PROTECTIVE EQUIPMENT

24-1 Replacement and Cleaning of Work Uniforms/Clothing and Protective Equipment.

a. Uniforms

1. (SUPPLY) – IAW AFI 36-3014 and NGB Guidance Memorandum: The employer will provide all basic authorized military uniforms items in the proper size on a fair wear and tear basis. All appropriate rank, insignia, patches and any other required cloth attachments will be funded to be sewn on up to one (1) uniform in a twenty-four (24) month period. The employer will provide up to one (1) pair of regular, non-steel toed, boots in a twenty-four (24) month period as well. When a member believes uniform items require replacement, due to being unserviceable, they will ask their supervisor to process a replacement request via the approved clothing form through the appropriate 192 FW Resource Advisor and 192 Logistic Readiness Squadron. A uniform item's unserviceability determination will require a Memorandum for Record (MFR) signed by the appropriate Commander or designee. For a full list of authorized military uniform items and their approved frequency of exchange, refer to the Fair Wear & Tear Exchange Tables listed in AFI 36-3014.
2. (ORGANIZATIONAL) - The employer will provide non-standard uniform items; such as Personal Protective Equipment (PPE) required for mission success, at no cost to the employee. Such items may include Steel Toed Safety Boots, Light Weight Coveralls, Insulated Winter Coveralls, Standardized Raingear, Work Gloves, and plain or tinted Safety Glasses to protect the employee from cold weather and various work environments. All these items will be purchased using Organizational funds via the Supply or via the unit's Government Purchase card (GPC), when needed, and approved by the appropriate Commander and authorized by the appropriate Resource Advisor (RA) for availability of unit funds. Further, if prescription lenses are required for Safety Glasses, it is the member's responsibility to furnish a current eyeglass prescription, or a new prescription as vision changes occur.

- b. Cleaning: The employer will provide the employee with a designated area (HAZMART) to dispose of clothing that has become contaminated with Hazardous substances.

Note: A lost, damaged, or contaminated uniform will be immediately replaced and all appropriate rank, insignia, patches, and any cloth attachments will be affixed to the uniform without penalty to the employees' entitlement of Section 1.a.1 of this Article.

ARTICLE 25

AGREEMENT ADMINISTRATION

25-1 EFFECTIVE DATE

The effective date of this Agreement shall be after execution by the parties and approval by the Department of Defense. Both dates will be made part of the Agreement prior to distribution.

25-2 AGENCY APPROVAL

- a. The head of the Agency shall approve the Agreement within 30 days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.
- b. If the Agency does not approve or disapprove the agreement within the 30 days, the Agreement shall take effect and be binding on the Employer and the Labor Organization subject to the provisions of applicable law, rule, or regulation.
- c. In the event that a particular article or section of an article is not approved by the Agency, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate and subsequently approved by the agency.

25-3 AGREEMENT DURATION

This Agreement will remain in effect for four years from the date of approval by the Agency, or, under the provisions of 5 USC chapter 71 section 7114, (c) (3).

25-4 AGREEMENT AMENDMENTS / SUPPLEMENTS

- a. This Agreement may be subject to amendments or supplements by the parties during the Agreement lifetime under one of the following procedures.
 1. Annually, either party to this Agreement may submit subjects for negotiations for the purpose of supplementing this Agreement with provisions not covered by or contained within this Agreement.
 2. Either party may initiate negotiations at the mid-point of this Agreement, after service of notice no later than sixty (60) days prior to the midpoint of this Agreement.
 3. At any time, by mutual consent, for the purpose of amending or providing supplements to this Agreement.
- b. A request for an amendment or supplement to this Agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change.

- c. Representatives of the Employer and the Labor Organization will meet within 30 days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in Section 4a of this article will be considered.
- d. Approval of an amendment or supplement to the Agreement will be accomplished in the same manner as provided for approval of the basic Agreement, which is specified in Section 2 of this article.

25-5 NEGOTIATING A NEW AGREEMENT

- a. The duration of this agreement, or any portion thereof, shall be from its effective date to the end of the expiration date stated below in paragraph b.
- b. This agreement expires at the end of [EXECUTION DATE + 4 YEARS]
- c. If during the period that is not more than 30 days and not less than 10 days before the expiration of this agreement neither party notifies the other in writing that it desires to negotiate a new agreement, this agreement automatically shall be renewed for two years. The month and day stated in paragraph b shall be the renewal date of this agreement.

GLOSSARY OF TERMS

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

Appraiser - The individual responsible for establishing performance standards, for counseling the technician on the critical and major job elements, and for appraising the technician based on pre-established mutually understood standards. The Appraiser is the technician's immediate supervisor.

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 - 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 Employer official in the supervisor chain at the next level higher than the Reviewing Official.

Arbitration - The process by which the parties to a dispute submit their differences to the judgment of an impartial person or group selected by mutual consent or statutory provision.

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

Bargaining Unit - See "Appropriate Unit."

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

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

Community of Practice (CoP) - Local Area Network web site for disseminating information.

Conditions of Employment (Working Conditions) - In the Federal sector, this term means personnel policies, practices, and matters whether established rule, regulation, or otherwise, affecting working conditions. It does not include policies, practices, and matters relating to

prohibited political activities, to the classification of any position, or to the extent the matters are specifically provided for by Federal statute.

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

Detail - A temporary assignment to a different position for a specified period when the employee is expected to return to his or her regular duties at the end of the assignment. An employee who is on detail is considered for pay and strength count purposes to be permanently occupying his or her regular position.

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.

Duty Free Lunch Period - Uninterrupted lunch period, where no work of any kind should be scheduled, unless mission requirements (emergencies) make an early recall to work necessary.

Emergency Situation - A situation which poses sudden, immediate and unforeseen work requirement for the employer as a result of natural phenomena or other circumstances beyond the employer's reasonable control or ability to anticipate.

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

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

Formal Meeting - Is a pre-planned gathering of two or more people who have assembled for the purpose of achieving a common goal through verbal interaction.

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

Interview Official - Normally the task of interviewing will be given to the first line supervisor; however, the Selecting Official may delegate that responsibility, as he/she deems necessary. Conducts interviews and makes a recommendation to the Selecting Official.

Interview Panel - A panel convened by the Selecting Official listed on the vacancy announcement to assist in referral of a candidate.

Internal Placement - Changing of a technician from one position to another limited to those technicians currently employed by the unit.

Labor Relations Specialist - Labor Relations provides technical expertise to the VANG on issues arising under the Federal Service Labor-Management Relations Statute. Labor Relations also facilitates training and collaboration among agencies on issues concerning labor unions. Finally, Labor Relations consults at the national level with labor organizations, agency managers and labor relations officials in the development of human resource policy and on Government rules, regulations, and binding directives affecting conditions of employment.

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

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

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

Merit Placement - Changing of a technician currently employed in the bargaining unit from one position to another through the competitive process. Also, the placement of an individual who is not currently employed in the unit into a position in the bargaining unit through the competitive process.

Merit Promotion - 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.

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

Official Time - Duty time that is granted to a Union representative to perform designated functions without loss of pay or charge to that employee's leave account.

On-The-Clock - Paid time.

Past Practice - Established practices sanctioned by use and practice that are not specifically included in the Collective Bargaining Agreement.

Performance Standards - A description of the level of performance/achievement, including quality, quantity, and timeliness necessary to achieve a fully acceptable performance of the duties and responsibilities of the position.

Point of Contact - An individual having knowledge of the duties and responsibilities of the position to be filled. Usually the first line supervisor/interviewing official.

Qualified (Applicant) - Pertains to an applicant for a vacant/advertised position who, using established staffing procedures, is able to meet minimum qualification of the advertised position.

Reviewer (Of Performance Appraisals) - Normally the technician's second level supervisor in the (supervisory) chain of command. The Appraiser will consult with the Reviewer prior to discussing the rating with the technician and obtain the Reviewer's concurrence, and signature, and then present the rating to the technician for signature.

Selecting Official - As designated in VaNG TPR 335, the selecting official is the Air Commander, Virginia Air National Guard or someone authorized to act in his/her absence. The selecting official will sign the Referral and Selection Certificate validating each recommendation before submission to the HRO. All actions submitted by the Selecting Official constitute a recommendation only. Appointing authority is vested in the Adjutant General and delegated to the HRO.

Shop Steward – See Article 3-1.

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

Temporary Promotion(s) - Promotion Not to Exceed is a promotion made on a temporary basis. Promotion NTE is also used when an employee who is entitled to a grade retention under 5 U.S.C. 5362 is temporarily assigned to a position at a grade above the retained grade.

Labor Organization Officer - any constitutional (elected) officer, any person authorized to perform the functions of president, vice president, secretary, treasurer, or other executive functions of a labor organization, and any member of its executive board or similar governing body. Shop stewards are not required to be elected because they do not exercise executive functions.

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.

Workplace Violence - Could involve violence, threats, harassment, intimidation, and other disruptive behavior in a workplace that cannot be tolerated; that is, all reports of incidents will be taken seriously and will be dealt with appropriately. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action, criminal penalties, or both. Also see Adjutant General's policy on workplace violence.

APPENDIXES

Appendix I Supervisor Technician Checklist

Appendix II Appellate Review Form

Appendix III Technician Rights Waiver

Appendix IV Grievance form

Appendix I Supervisor Technician Checklist

Supervisor/Technician Orientation

- 1) Supervisory Chain
 - a) _____
 - b) _____
 - c) _____
 - d) _____
- 2) Pay
 - a) Pay scale
 - b) Within grade increases
 - c) ATAAPS
 - d) COLA INCREASES
- 3) Time and Attendance
 - a) Work Week/Hours of Duty
 - b) Gym time – 3 Hours per week
 - c) Lunch break
 - d) Break periods
- 4) Leave types
 - a) Annual
 - b) Sick
 - c) Military
 - d) LWOP
 - e) COMP TIME
 - f) HOLIDAYS
 - g) AWARD
 - h) Administrative Leave
- 5) Assigned Duties
 - a) Assigned Duties - See Position Description
 - b) Extra Duties
 - c) Appraisal/Standards/MYBIZ
- 6) Other
 - a) TSP
 - b) Health benefits/BENEFEDS
 - c) Uniforms
 - d) Travel/GTC/DTS
 - e) Customs and Courtesies
 - f) Union Stewards/Officers
 - g) Military buy back

- h) Technician Classes (getting started on the right foot/mid-career/retirement)
- 7) Resources for your use
 - a) **Labor Management Agreement** – See Union Stewards/Officers
 - b) **Technician Personnel Regulations** - <http://www.ngbpdc.ngb.army.mil/pubs/TPR/tpepage.htm>
 - c) **Command Policies** -
<https://www.my.af.mil/gcssaf/USAF/ep/globalTab.do?channelPagelId=s6925EC13349AOFB5E044080020E329A9&command=org>.
 - d) **Sharepoint** - <https://langley.eim.acc.hedc.af.mil/192fw/default.aspx>

NOTES

Supervisor_____

Date_____

Technician_____

Date_____

Appendix II Appellate Review Form

APPELLATE REVIEW REQUEST

Date¹:

Name of Appellant:

Adverse Action Reference: (please circle one)

Suspension

Reduction in Grade

Termination

Name(s) of Employee's Representative(s) to be present²:

***** **This area reserved for the Adjutant General's use** *****

The parties to the Adverse Actions may make oral presentations to the Adjutant General in regards to the Appellate Review:

Date and Time for Appellate Review Meeting³:

Location of Meeting:

Signature of The Adjutant General:

¹ The date of request must be within the time limits provided for by the original decision

² Both parties are to confine the number of participants as established in TPR 752

³ All times may be adjusted by mutual agreement

WEINGARTEN RIGHTS FORM

OLD DOMINION CHAPTER,

ASSOCIATION OF CIVILIAN TECHNICIANS

Date:

Time:

Location:

Name of Person being interviewed: _____

Name of Supervisor facilitating interview: _____

Do you understand that you have the right to be represented at any examination by a representative of the agency in connection with an investigation if –

I. You reasonably believe that the examination may result in disciplinary action against you

II. And you request representation

Do you understand each of these rights I have explained to you? Yes _____ No _____

After having been advised of my rights, I Do _____ Do Not _____ require union representation.

Signed: _____ Date/Time: _____
(Interviewee)

Supervisor(s): _____

Witness(s): _____

Appendix IV Grievance Form

GRIEVANCE FORM

1. Grievant(s) Name: _____

2. Grievance Step: _____

3. Unit / Work Site: _____ 4. Duty Phone: _____

5. Position(s) Occupied: _____

6. Representative's Name & Duty & Phone: _____

7. Grievance addressed to: _____

8. BACKGROUND AND NATURE OF GRIEVANCE: State section of CBA or other regulation allegedly violated; indicate names, dates, times, places, phone numbers, etc., where applicable; attach supporting documents, if necessary, continue on back or add attachments to this form.

9. Grievance Remedy

10. Signature of Grievant(s): _____ Date: _____

11. Signature of Representative: _____ Date: _____

DATE OF EXECUTION AND AGREEMENT

In witness the parties hereto, by their authorized representatives, have executed this Agreement on this 09 day of June, 2016

FOR THE COMMANDER

192d Mission Support Group



President
Old Dominion Chapter ACT



Major General, VARNG
The Adjutant General

NEGOTIATION TEAM MEMBERS

FOR THE EMPLOYER:

FOR THE UNION:

This Labor Management Agreement was approved by the Department of Defense on

//SIGNED//

**VaARNG Labor Relations
Specialist**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ADJUTANT GENERAL, COMMONWEALTH OF VIRGINIA

AND

OLD DOMINION CHAPTER OF THE

ASSOCIATION OF CIVILIAN TECHNICIANS

1. PURPOSE: The Adjutant General as the duly authorized representative, under 5 USC, section 7114(b) (2), of the United States Department of Defense (Agency) and its sub-units, the Department(s) of Army/Air Force, NGB (National Guard Bureau) and the Old Dominion Chapter as the authorized representative of the Association of Civilian Technicians, hereby establish ground rules and joint procedures for negotiating a collective bargaining agreement (CBA).

2. CONTRACT NEGOTIATIONS: It is agreed between the named parties that contract negotiations will be officially opened on 10 March 2016. It is understood by all parties that the negotiation and appeal process will be subject to the provisions of the Civil Service Reform Act of 1978 (Public Law) 95-454), the Technician Act of 1968 (Public Law 90-486); 32 U.S.C. Section 709; the Federal Service Labor Management Relations Statute (5 U.S.C. Chapter 71); excluding matters concerning a term or condition of military service within the meaning of 10 U.S.C. § 976. Both parties acknowledge that other case law or legislation may further define a "term or condition of military service" and agree that those references may be applicable.

3. CURRENT AGREEMENT: Each provision of the current agreement dated July 18, 2009 will remain in effect during the negotiations period or until the new agreement is approved in accordance with paragraph nine (9) of this Memorandum of Understanding.

4. CONTRACT PROPOSALS:

- a.** The parties will simultaneously exchange initial proposals on 04 February 2016. Thirty (30) days after the simultaneous exchange the contract negotiations will commence. During the negotiation process, counter proposals may be submitted at any time.
- b.** Proposals that are considered to be negotiable subjects, on which agreement cannot be reached in a reasonable amount of time will be considered to be at impasse. FMCS/FSIP procedures will apply to the resolution of all impasses.

5. NEGOTIATING TEAMS AND MEMBERS: The negotiation teams will be comprised of five (5) regular members. Each side may have one (1) alternate member. The names of the team members will be provided to the other side in writing, no later than ten (10) days prior to the first formal negotiation session, with the full assurance of authority by the Adjutant General and the Labor Organization to negotiate an agreement.

- a. Subsequent changes to the negotiation teams (or alternates) must be announced by a revision to the roster, and served to the opposite party to the negotiations, a minimum of three (3) workdays before the new members may participate in any negotiating session.
- b. Negotiators and alternate negotiators will be on official time for;
 - 1) Initial preparation of proposals to be exchanged under paragraph four above. Each Labor team and alternate member is entitled up to 40 hours of initial preparation of proposals official time.
 - 2) Negotiations. When being used for actual negotiations, alternates will be authorized up to two hours of preparation time prior to the initial negotiation session.

6. NEGOTIATION SESSIONS: Negotiation sessions will be convened at a time and place as agreed to by the chief negotiators. It is agreed that in the interest of efficiency and consistent with statutory intent, negotiation sessions will be accomplished as frequently as possible.

- a. Sessions will be scheduled Thursday and Friday of each week for eight (8) hours per session. Spokespersons will concur on an adjusted schedule, if required, and will in any case agree as to the schedule for the next session prior to the cancellation of any scheduled negotiation session.
- b. Negotiation sessions will be conducted at a location provided by the employer. Necessary clerical and administrative support to prepare the agreement for execution will be provided by the employer
- c. During negotiation sessions each team will have a chief negotiator. Negotiation teams shall have a minimum of three persons present. With mutual concurrence, each side has the right to call subject matter specialists for the express purpose of providing information on a particular area of concern. Neither subject matter specialists nor observers may participate in actual negotiations except upon concurrence of both sides. Subject matter specialists will depart upon completion of their presentation.
- d. Either side may caucus at any time it becomes necessary (not to exceed thirty (30) minutes) during the course of any negotiation session. Once a party has caucused for a thirty (30) minute period, or for shorter periods within one hour which total thirty (30) minutes, the party shall not be entitled to caucus again during the session until at least one hour of continuous negotiation has occurred before another caucus may be called. Recesses will only be by mutual consent. The employer will provide a mutually agreeable designated caucus area.
- e. Electronic recording devices will not be used unless agreed to and with the full knowledge of both parties. Each party may make its own notes. Subject matter specialists and/or observers are prohibited from note taking unless copies are provided to both chief negotiators.
- f. A concerted effort will be made to keep interruptions of negotiation sessions to a minimum.

7. AUTHORITY, INITIALING AND APPROVAL:

- a. The Chief Negotiator for the Agency has the authority to speak for The Adjutant General of the Commonwealth of Virginia and will act as the spokesperson in negotiating all aspects of the

agreement. The Chief Negotiator for the Labor Organization has the authority to speak for the union and will act as the spokesperson for the Old Dominion Chapter, Association of Civilian Technicians in negotiating all aspects of the agreement

- b. Upon agreement on a proposal (article, section, subsection), the chief-negotiators on each side will initial and date the proposal agreed upon. When agreement is concluded on an article, the Chief Negotiators will initial and date the article to confirm completion. Subsequent negotiation pertaining to any such article/sections/subsection will occur only upon agreement of both teams. If both parties agree that a section is severable, the remainder will be executed while the severed portion goes to mediation/impasse.

8. EXECUTION: Upon completion of the collective bargaining agreement, a thirty (30) day period will be provided for an overall review and proofreading by both parties, and ratification by the Old Dominion Chapter. At the end of the review period, both parties will formally sign the agreement.

9. CONTRACT APPROVAL: After signing, the Agency will forward the agreement to the Defense Civilian Personnel Management Service, Field Advisory Services (FAS) Division. The Employer shall deliver the executed contract to the Head of the Agency, or his or her designee, for consideration under 5 U.S.C. § 7114(c). The effective date of the contract and the effective date of each contract provision, and each portion thereof, shall be the 31st day after execution of the contract or the date the contract is approved under § 7114(c), whichever occurs first. Disapproval of a contract provision or a portion thereof under § 7114(c) shall not affect the effective date of any other provision, or any other portion of a provision, that was not disapproved under § 7114(c).

10. PROPOSALS AND PROVISIONS:

Referral of a proposal to the Federal Service Impasses Panel (FSIP) due to a negotiation impasse may occur at any time during the course of negotiations.

A negotiability dispute referred to the Federal Labor Relations Authority (FLRA) or a referral of a proposal to the Federal Service Impasses Panel (FSIP) shall not affect the obligation of a party to execute the contract or to deliver the executed contract to the Head of the Agency or his or her designee. Nor shall such referral affect the effective date of the contract or the effective date of any contract provision or portion thereof.

Any contract provision or portion thereof disapproved under § 7114(c) shall be deemed incorporated in the executed contract and effective upon both parties' receipt of any final, non-reviewable FLRA or judicial decision holding the disapproval unlawful. Any proposal referred to the FSIP shall be deemed to be a provision of the executed contract upon both parties' receipt of a FSIP decision ordering the parties to adopt the proposal.

Upon receipt of a final, non-reviewable FLRA or judicial decision holding negotiable a proposal that had been referred by a party to the FLRA, the parties promptly shall negotiate the subject of the proposal either to impasse, with referral to the FSIP, or to executed agreement.

The Employer shall deliver to the Head of the Agency, or his or her designee, for consideration under 5 U.S.C. § 7114(c), a provision either adopted by FSIP order or executed by the parties after a final negotiability determination. The effective date of the provision, and any portion thereof, shall be the 31st day after adoption or execution of the provision or the date the provision is approved under §

7114(c), whichever occurs first. Disapproval of a portion of the provision under § 7114(c) shall not affect the effective date of any other portion of the provision that was not disapproved under § 7114(c). The decision by either party to refer any proposal to the Federal Services Impasse Panel because of negotiation impasse, or the Federal Labor Relations Authority as a result of any negotiability dispute, shall not delay the execution, submission for approval, the effective date, or implementation of the agreed upon provisions of the new agreement.

11. EFFECTIVE DATE: The effective date of the new contract shall be the 31st day from the execution of signing by the Labor Organization and the Adjutant General, or the date of Agency approval, whichever occurs first. The chief-spokespersons of each party shall jointly prepare and sign the cover letter that shall accompany the executed agreement. A copy of the MOU shall also accompany the agreement submission. In the event that the Head of the Agency does not approve any specific provisions the remainder of the agreement shall go into effect on the 31st day after execution by the parties.

Specific provisions not approved by the Agency shall later be incorporated when approved by the Agency after the parties have discussed and made appropriate revisions, if required. The chief-spokespersons will jointly prepare the letter to the Head of the Agency that submits the parties' changes or disagreements with the disapproved provisions. The letter will be mailed within three (3) days. The effective date of these revisions shall be the 31st day from the execution by the parties, or the date of Agency approval, whichever comes first. These provisions shall expire on the same date as the basic agreement, unless otherwise provided for.

12. MISCELLANEOUS:

- a. The Employer shall ensure that well-maintained photocopying equipment and supplies are conveniently available to the Labor Organization, without charge, to enable the Labor Organization to make reasonably necessary copies of proposals and other documents that are generated or made pertinent by the negotiations.
- b. Only those persons designated in accordance with this Memorandum of Understanding will be allowed to attend official contract negotiations. Negotiating sessions will be closed to the general public.
- c. Negotiators will not be required to wear the military uniform while engaged in the collective bargaining process or during contract preparation as a representative of the Labor Organization. Military titles will not be required.
- d. The chief negotiator for each party will be authorized to make a decision to: Accept a proposal, submit a counter proposal, withdraw a proposal, deem proposals to be at impasse, or table a proposal. Either party may un-table a proposal during the course of negotiations. All remaining tabled proposals will be removed individually from the table, and will be discussed in a final attempt to reach an agreement. Should the parties be unable to reach an agreement on a given proposal the provisions of section four b (above).
- e. The employer will make available, all basic governing rules and regulations for technician employment. These will include the Code of Federal Regulations (CFR) and any applicable National Guard Technician Personnel Regulations.

- f. Following completion of the final agreement, a team consisting of at least one representative from the Association and at least one Management representative will be formulated for the purpose of training all personnel affected by the new agreement. Such training sessions will be conducted jointly and will be on official time. The parties will jointly prepare the training materials that will be utilized during the training sessions.

13. EFFECTIVE DATE: This memorandum of understanding between The Adjutant General of the Commonwealth of Virginia and the Old Dominion Chapter of the Association of Civilian Technicians is effective on the date of execution by both parties. This memorandum of understanding will remain in effect for the duration of the Labor/Management agreement and by reference is incorporated herein. Any negotiations between the parties occurring during the period in which this memorandum of understanding is in effect shall be governed by the procedures outlined in this memorandum of understanding.

Chief Negotiator for The Adjutant
General of Virginia

Chief Negotiator for The Old Dominion
Chapter of Association of Civilian
Technicians