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Technician Personnel Management
Introductions

J1- Manpower and Personnel

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Overview

- Rules of Engagement
- Exercise
- Why are you here?
- Course Objectives
- Agenda and Binder Review
- Resources

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Rules of Engagement

- Start, breaks, and end times – on time
- Keep discussions relevant to topics
- Opportunity for everyone to share and participate
- One conversation at a time
- Share openly, however respect privacy
- Cell phones/blackberries turned off or silenced
- Have Fun!

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Exercise

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Exercise

- Partner with someone you do not know
- Name Tent
  - Fold paper into thirds, making a triangular name tent
  - Front: decorate & insert your name
  - Back: divided into 4 “window panes”
- Favorite Hobby
- Greatest Job Strength
- The best supervisor I ever had was….
- One thing I would like to learn from this course is….

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Why are you here?

Mandatory Training:

- Training for Supervisors. Supervisors of technician personnel must complete, as a minimum, the National Guard Technician Personnel Management Course within the first year of appointment.
- Supervisors will receive periodic training at least every 3 years via the state HRO offices. This training specifically supports the unique regulations governing the management of NG full-time employees.
- Source: Technician Personnel Regulation (TPR) 400

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Course Objectives

- Increase awareness of HR-related statutory/regulatory requirements
- Help you plan ahead to establish priorities and prevent "avoidable" problems
- Reinforce your consideration of people's individual, personal, and professional needs, while still ensuring that the mission is accomplished
- Provide you with a tool kit to hit the ground running
- Assist you in becoming a better supervisor
- Exceed your expectations of this course

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Review of Agenda

- Monday
  - Welcome & Introductions
  - Generations in the Workplace
  - Equal Employment Opportunity
  - You, As Supervisor and Coach
  - Telework Program
- Tuesday
  - Self Service HR/DCPDS
  - Classification & Position Management
  - Recruitment & Placement
  - Pay Administration
- Wednesday
  - Labor Relations
  - Union Brief
  - Ethics
  - Conduct Management
  - Employee Assistance Program
  - Time & Attendance
  - Leave Administration
- Thursday
  - Benefits and Retirement
  - Performance Mgmt (PAA)
  - HR Development & Training / Supervisor Work folder
  - Incentives
  - Workers' Compensation (OWCP)
  - Closing

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Resources

- Your Classmates
- Other Supervisors
- Manpower and Personnel Directorate
  - Human Resource Development Specialist (training opportunities, library)
- Binder (Desktop Tool)
- Public Website
- Provided Policies and Regulations
- Web Links

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Did you know?

- According to a recent 10-year study conducted (based on interviews with over 10,000 employees at more than 700 organizations
  - Day-to-day communication between supervisory managers has more impact than any other single factor on employee productivity, quality, morale, and retention
  - ***Immediate supervisors are now the most important people in the workplace***

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Questions

Technician Support Branch

Classification WIJS-J1-CL	Staffing WIJS-J1-ST	Employee Relations WIJS-J1-SVC	Information Systems WIJS-J1-IS	Technician Training and Travel WIJS-J1-TD
TSgt Steven Ulrich ext. 3719 SSgt Samantha Kotula ext. 3704	TSgt Jacqueline Santana ext. 3722 SPC Matt Keating ext. 3710	SSgt Stacy Otwaska ext. 3712 SGT Jacob Pederson ext. 3709 MSgt Kenneth Young ext. 3711 TSgt Lee Rettmann ext 3705	CMSgt Scott Donohue ext. 3713 MSgt Natalie Huschka ext. 3728	SrA Heather Ihlenfeldt, HRDS ext. 3708 Ms. Vicki Lipka ext. 3715
* Position Builds * Realignments * Data Element Changes * POA / OH Management * Position Descriptions * PD Amendments, Addendums * Self-service Hierarchy	* Applicant Builds * Promotions * Change to Lower Grades * Pay Setting * Pay & Grade Retention * Retention * Relocation * Recruitment * Job Announcements * Job Certifications * Compatibility * Appointment Extensions * Reassignments * Position Changes	* FEHB (Health Insurance) * FEGLI * NGAUS * Thirft Savings Plan (TSP) * Retirements * Terminations * Separations * Name Changes * Leave Without Pay (LWOP) * Return to Duty (RTD) * Service Computation Dates * Wage Grade Increases and Adj. * Awards (Monetary & Time Off) * Military Deposits * Appraisals (PAA) * Mobilization & Reintegration * Length of Service Awards * Workman's Compensation	* Product Distribution * Reports * Personnel System Modifications * Data Quality / Integrity * Security * MyBiz / My Workplace * Customer / User Support	* Advertises & facilitates technician training * Defense Travel System (DTS) reviewer/approver * Processes Group and Individual Training Requests (SF 182) * Audits and manages completed training in DCPDS * Training and Travel Budget Manager * Performance Improvement Plans (PIP) Manager * Individual Improvement Plans (IDP) Manager

Supervisory of Human Resources (Employee Relations, Training & LRS):	1LT Ronald Adams	ext. 3707
Supervisory of Human Resources (Staffing, Classification & Info Systems):	Major Caressa Tralongo	ext. 3703
State Equal Opportunity Officer:	1LT Ronald Adams (Interim)	ext. 3702
Labor Relations Specialist:	CPT Kristin Boustany	ext. 3707

GENERATIONAL DIFFERENCES

Managing, Mentoring, & Motivating

1LT Ronald J. Adams

Before we begin…

"But those who bemoan the next generation's shortcomings grow more and more bitter, angry, disappointed and cynical. On the other hand, those who bless not only grow old with grace and joy, they have a disproportionate influence on the generation that follows."

~ G.T. Smith (1999)

An Overview

- A generation is:
  a cohort of people connected by their historical location and shared life events.
- Culture is…
  *membership in a socially constructed way of living, which incorporates collective **values**, **beliefs**, norms, boundaries, and lifestyles that are cocreated with others who share similar **worldviews** comprising biological, psychosocial, historical, psychological, and other factors* (ACA, 2005, p. 20)
- Caveats about cultural research

Thoughts to Ponder

- Generations takes for granted the good that was done before them, react against the bad that was done to them, and respond to the historical situation in which they live.
- Approaching generational differences as cultural differences.
  - Behavior is purposeful

The Four Generations in the Workplace

- The Veterans: 1925-1945
  - 87 to 67 years old
  - 34.8 million
- Generation X: 1965-1981
  - 47 to 31 years old
  - 61.1 million
- The Baby Boomers: 1946-1964
  - 66 to 48 years old
  - 81.5 million
- Millennials: 1982-2001
  - 30 to 11 years old
  - **85 million**

Estimates based on 2010 US Census data http://www.census.gov/prod/cen2010/briefs/c2010br-03.pdf

Baby Boomers

- Significant People
  - Martin Luther King Jr
  - JFK
  - Walter Cronkite
- Significant Events
  - Civil Rights Movement
  - Walk on the moon
  - Roe v. Wade
  - Vietnam
- Pay-your-dues leadership
- Attach to organizations
- Work = life
- Financially motivated

Baby Boomers

This is the generation for which management training and techniques are generally designed.

- Motivated by:
  - Financial bonuses
  - Minimal need for on-going verbal encouragement or affirmation
- Strengths:
  - Life and work experience
  - Big-picture understanding with an appreciation for details
  - Loyal & dedicated

Generation X

- Significant People
  - Richard Nixon
  - Ronald Regan
  - Nelson Mandela
- Significant Events
  - Challenger Explosion
  - Rodney King
  - AIDS
  - Watergate
  - Iranian Hostage Crisis
  - Fall of Communism
  - 9/11
- Leadership based on competence
- Attach to individuals
- Distrust of Organizations
- Work/life balance
- Skeptical

Generation X

This is the lost generation – they have learned to blend into a Boomer world or leave and create their own

- Motivated by:
  - Independence & freedom
  - Periodic affirmation
  - Validation of life outside of work (paid time off)
- Strengths:
  - Innovative
  - Systemic perspective – spheres of influence
  - Independent, self-starters

Millennials

- Significant People
  - Barack Obama
  - Bill Clinton
  - Their parents
- Significant Events
  - 9/11
  - Clinton-Lewinsky
  - Operation Iraqi Freedom
  - Hurricane Katrina
- Still being defined
- Attach to small groups
- Relationships matter
- Social justice
- 24/7 access, service, & questions answered

Millennials

Educational system, inadvertently, taught them to expect different things from the workplace than Xers or Boomers were modeled

- Motivated by:
  - Mentorship
  - Having a voice in the process
  - Regular feedback, affirmation, and validation
- Strengths:
  - Technology savvy
  - Collaborative
  - Multiculturally diverse and aware
  - Eager to be mentored

Mentoring

- Rediscovering the Art of Mentorship
  - Be intentional
  - Be authentic
  - Be teachable
  - Serve, with relationship in mind
  - Consider out-of-the-box approaches that still accomplish the goal
  - When possible, go to them

What now…

- Identify your strengths AND weaknesses
- Where might you benefit from another generation's perspective or skills?
- How might you be intentional about the mentoring process?
  - Who might you approach regarding a mentoring relationship?

Recommended Reading

Atkinson, M. L. (2004). Advice for (and from) the young at heart: Understanding the millennial generation. *Guidance & Counseling*, (19)4, 153-157.

Hershatter, A., & Epstein, M. (2010). Millennials and the world of work: An organization and management perspective. *Journal of Business Psychology*, *(25)* 211-223.

Kuperschmidt, B. R. (2006). Addressing multigenerational conflict: Mutual respect and carefronting as strategy. *Online Journal of Issues in Nursing, 11*(2). http://www.medscape.com/viewpublication/1151_toc?vol=11&iss=2

Nesbit, E. A. (2010). *Generational affiliation as a component of culture: Focus group perspectives of three generational cohorts*. Retrieved from ProQuest Digital Dissertations.

Twenge, J. M. (2006). *Generation Me: Why today's young Americans are more confident, assertive, entitled – and more miserable than ever before*. New York: Free Press.

Twenge, J. M. (2010). A review of the empirical evidence on generational differences in work attitudes. *Journal of Business Psychology, (25)* 201-210.

Verespej, M. A. (1999). What each generation wants. *Industry Week*, *(248)*19, 14-15.

Wellner, A. S. (2000). Generational Divide. *American Demographics*, *(22)*10, 52-58.

Equal Employment Opportunity (EEO)

National Guard
Technician Personnel Management Course

AGENDA

- EEO Concept
- Affirmative Employment
- Discrimination
- EEO program responsibilities
- EEO Complaint Process
- Mediation
- References

2

EEO: THE CONCEPT

Equal:
- Of same measure, quantity, amount or number
- Alike in quality, nature or status
- Alike for each member of a group, class or society

Employment:
- Activity in which one engages or is employed
- An instance of such activity
- Act of employing; state of staying employed

3

EEO: THE CONCEPT

Opportunity:

- A favorable juncture of circumstances
- A good chance for advancement or progress

EEO: The Legal Definition

- Providing equal opportunity in employment on the basis of merit and fitness without regard to race, color, religion, sex, national origin, age and/or disability.

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AFFIRMATIVE EMPLOYMENT

- **Provides** equal opportunity in employment **for all** technician personnel or applicants for employment with the National Guard,

and

- **Prohibits** discrimination in **all** aspects of its personnel policies, programs, practices and operations and of **all** its working conditions and relationships with employee and applicants for employment

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AFFIRMATIVE EMPLOYMENT

- Employment decisions must be made using EEO provisions under the law
- The Responsible Team:
  - ~Staffer
  - ~State Equal Employment Management (SEEM)
  - ~**Supervisor**

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DISCRIMINATION

Definition:

To provide different treatment or to show favoritism on a basis other than individual merit

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EEO PROGRAM RESPONSIBILITIES

The State Equal Employment Manager (SEEM) manages and directs the program through EEO counselors…

- Who are trained to serve as a bridge between management and employees for EEO matters
- Whose primary objective is to attempt an informal resolution of all complaints brought before them
- Who must be perceived by both parties as neutral

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SUPERVISOR/MANAGER EEO RESPONSIBILITIES

- Prevent or correct situations that may give rise to complaints of discrimination.
- Ensure that all members of their organization refrain from actions or comments that might be viewed as discriminatory.

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SUPERVISOR/MANAGER EEO RESPONSIBILITIES

- Allow employees with collateral EEO duties enough duty time to perform their EEO functions and allow complainants and their representatives reasonable amount of time, both at the informal and the formal stages of a complaint, to pursue their complaints.

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SUPERVISOR/MANAGER EEO RESPONSIBILITIES

- Ensure full cooperation with EEO counselors, SEEM, investigators, and administrative judges in discrimination complaint processing.

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Resolve conflicts at the lowest level
Explore options to improve relationships
Sensitize yourself & your subordinates
Promote positive human relations
Eliminate unacceptable behavior
Consider organization & employee needs
Teach non-discrimination & EO skills

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EEO COMPLAINT PROCESS

1. Technician has **45 days** to file a complaint with an EEO Counselor
2. The EEO Counselor then has **30 days** to conduct an informal inquiry; attempt an informal resolution (60 extra days if ADR process is attempted)

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EEO COMPLAINT PROCESS

3. If resolution is not reached, a formal complaint may be filed within 15 days of final interview.
4. In that case, the AG requests a formal investigation.

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EEO COMPLAINT PROCESS

5. Investigator conducts formal investigation and prepares/presents formal ROI
6. The AG or designee meets/holds a discussion with the complainant

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EEO COMPLAINT PROCESS

7. If no resolution at that time, complainant may request a final decision by NGB within 30 days
8. If complainant is dissatisfied with NGB decision, the complainant can file a civil action within 180 days from the date of the complaint

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MEDIATION PROCESS

- Non-controversial in nature
- Provided through the skills of a trained mediator (not typically from within the direct chain of command)
- Allow parties involved to arrive at what each of them agree is the best resolution
- Permits the complainant to still pursue a formal complaint if not satisfied with the process

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Primary Regulations

- **NGR (AR) 690-600/NGR (AF) 40-1614, Vol I**
- **NGR (AR) 690-600/NGR (AF) 40-1614, Vol II**

Policy Letters 4/11/22/26/35

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You, as Supervisor and Coach

J1- Manpower and Personnel

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Overview

- Course Objectives
- Definitions
- What Employees Want
- Profile of a Good Supervisor
- Top 10 Tips to Motivate and Retain Talented Employees
- Goal Setting
- Delegation

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Course Objectives

- Your objectives
- Provide an orientation to the basics of supervision/coaching and personnel management.
- Participants will learn ways to ensure their decisions and actions reflect appropriate interest, concern and motivational direction for the mission *and* the people who make it happen.

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Definitions

- Supervise
  - "to be in charge of (someone or something) **:** to watch and direct (someone or something)" *-Webster*
  - Meeting the needs of your customers by getting the technical work of the unit done on time, with resources available, in a way that meets or exceeds standards….by coaching others rather than doing it yourself.

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What Employees Want

- Physical safety conditions of the workplace
- Coworkers Relationships
- Flexibility of hours
- Job security
- Boss or Immediate Supervisor
- Vacation Time
- Recognition
- Chance for Promotion
- Health insurance
- Retirement Plan
- Money

Source: Gallup Poll, 2008, "U.S. Job Satisfaction is Relatively High"

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Video

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Profile of a Good Supervisor

- The best job I ever had was…..
- The best supervisor I ever had was….
- The worst supervisor I ever had was…..
- The most rewarding experience I've had as a supervisor…
- The most difficult or challenging situation I have faced as a supervisor……

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Profile of a Good Supervisor

- Emotional Stability
- Enthusiasm
- Self Assurance
- Tough-Mindedness
- Energy
- Maturity
- Empathy
- Vision
- Integrity
- Dedication
- Openness
- Creativity
- Fairness
- Assertiveness
- Dependable
- Knowledgeable
- Tactful
- Loyal
- Unselfish
- Team-builder

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Top 10 Tips to Motivate and Retain Talented Employees

1. Pay employees fairly and well; then get them to forget about money.
2. Treat each and every employee with respect. Show that you care about each employee as a person not just as a worker.
3. Praise accomplishments…and attempts.
4. Clearly communicate goals, responsibilities, and expectations.
5. Recognize performance appropriately and consistently.

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Top 10 Tips to Motivate and Retain Talented Employees

6. Involve employees in plans and decisions, especially those that affect them. Solicit their ideas and opinions. Encourage initiative.
7. Create opportunities for employees to learn and grow. Link the goals of the organization with the goals of each individual in it.
8. Actively listen to employees' concerns – both work related and personal.
9. Share information – promptly, openly, and clearly. Tell the truth…with compassion.
10. Celebrate successes and milestones reached – both organizational and personal. Create an organizational culture that is open, trusting and fun.

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Goal Setting

- Specific
  - Tell employees exactly what is expected, when & how much
- Measurable
  - Measuring helps show progress towards completion
  - Milestones, motivation
- Aligned
  - Important in reaching the organizations mission/vision
- Realistic
  - Goals set too high or too low become meaningless
- Timed
  - Goals must have starting points, ending points & fixed durations

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Delegation – The Manager's No. 1 Tool

- Why do managers have a hard time delegating?
  - ***Too busy, not enough time***
  - ***Don't trust employees to complete assignments correctly or on time***
  - ***Don't know how to delegate effectively***
- Why to you need to delegate?
  - ***Your success as a manager depends on it!***
  - ***You can't do it all.***
  - ***Your job is to concentrate on things you can do that your staff can't.***
  - ***Delegation gets workers in the organization more involved.***
  - ***Delegation gives you the chance to develop your employees.***

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Summary

- Definitions
- What Employees Want
- Profile of a Good Supervisor
- Top 10 Tips to Motivate and Retain Talented Employees
- Goal Setting
- Delegation

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Questions

J1/Service Member Support Division (SMSD)

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Outline

- SMSD Organization
- SMSD Programs
  - Family Readiness
  - Joint Family Support Assistance Program
  - Transition Assistance
  - Deployment Cycle Support
  - Resilience / Prevention, Response & Outreach (PRO)
- Community Wellness Program
- Reporting At Risk Behavior

2 2

Organization

Service Member Support Division

- Family Program PAX: 4
- Air Family Program PAX: 2
- Child & Youth PAX: 2
- Family Assistance Specialists (FACs) PAX: 7
- Family Readiness Support Assistants (FRSAs) PAX: 6
- Badger Yellow Ribbon PAX: 6.5 Pax: 1
- Joint Family Spt Assistance Program PAX: 4
- Dir Psych Health (DPH) PAX: 1 PAX: 2
- Transition Assistance Advisor (TAA) PAX: 1
- SMSD HQs PAX: 4
- Total PAX: 73.5
- ESGR PAX: 3.5
- Suicide Prevention, Response, Outreach Program PAX: 3
- Sexual Assault Response Program (SARC) PAX: 2
- Resilience PAX: 1.5
- Military Funeral Honors (MFH) PAX: 19
- Survivor Outreach Services (SOS) PAX: 2
- WI Employment Assistance (WERC) PAX: 2

LEGEND: JOINT = Purple; Army = Green; Air = Blue

STAFF: AGRs, Technicians, Contractors, M-DAY, & Intern

Family Readiness

- **Family Program**
  - Family Readiness Group / Key Volunteer Program (Leaders & Treasurers)
  - Volunteer Training
  - State Advisory Council
- **Child & Youth Program**
  - Youth Advisory Board
  - Military Teen Resilience Summit
  - WING Youth Camps
- **Family Assistance**
  - **24/7 Assistance - Resource & Referral Call 1-800-292-9464 option 3**
  - Provide Families Information on Entitlements and Benefits, Referrals
  - Serves all Components
- **Community Outreach**
  - Community Based Partnerships: (ISFAC, VSOs, Non-profits, i.e. Operation Home Front & USO, and State Agencies – Year of the Veteran)

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http://www.yearoftheveteran.com/

Joint Family Support Assistance Program (JFSAP)

- **Military OneSource (MOS)**
  - **Specialists on Resources, Programs and Services for Military Families**
  - **Outreach and Partnership Networking**
  - **Supports all Components**
  - **Prohibitions & Exclusions**
- **Adult Military & Family Life Consultant (MFLC)**
  - **Life Skills Information and Education.**
  - **Outreach and Referral Services**
  - **Supports all Components**
- **Child & Youth Military & Family Life Consultant (MFLC)**
  - **Parenting and Child Development Information and Education**
  - **Outreach and Referral Services**
  - **Supports all Components**
- **Personal Financial Counselor (PFC)**
  - **Education, Support and Assistance on Personal Finance Solutions**
  - **Supports all Components**
  - **Not Financial Aid**

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Transition Assistance Programs

- Transition Assistance Advisor (TAA)
  - 1st Line of Support for Returning Veterans
  - Benefits, Education Assistance, Employment and Transition Issues
- Employer Support of the Guard & Reserve (ESGR)
  - Education and Awareness Regarding Employer Relations and USERRA
  - Interaction with many Employers
- Wisconsin Employment Resource Connection (WERC)
  - Connect WI Service Members and Spouses with Employer Partners
  - Education and Partnership Building
- Survivor Outreach Services (SOS)
  - Long term Care to Surviving Families; Benefits Counseling &Referral Assistance
- Military Funeral Honors (MFH)
  - Provide Grave Side Flag Folding, up to Full Military Honors to Families of Veterans
  - Staffed by FTNG Soldiers throughout the State

7 7

Deployment Cycle support

- Badger Yellow Ribbon
  - Educational Events and Activities to all WI Service Members & Families
  - Six events during Deployment Cycle (typically one day events)
    - Pre-Mobilization Brief for Service Members and Families
      - Topics: Legal, Child & Youth, Chaplain, PAO, TRICARE, ESGR, MOS
    - During Deployment - 30 In Theater Brief for Families
      - Topics: Stress Management, Child & Youth Programs, Financial
    - During Deployment - Reunion Brief for Families
      - Topics: Resilience, MOS, TRICARE, Family Wellness, Return & Reunion
    - Reintegration PH I for Service Members and Families
      - Topics: Returning Veterans Benefits
    - Reintegration PH II for Service Members and Families
      - Topics: Education and Employment
    - Reintegration PH III for Service Members
      - Topics: Service Member Wellness

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Resilience / Prevention, Response & Outreach (PRO)

- Resilience Program
  - MRT/RTA Training: Actively Train Resilience, Life Skills, or Mental Coping Strategies
  - Comprehensive Soldier Fitness
    - Global Assessment Tool (GAT), Comprehensive Resilience Modules (CRM), Institutional Military Resilience Training, Master Resilience Trainers (MRT/RTA)
- Sexual Assault Prevention & Response / SHARP
  - Sexual Assault Response Coordinator
    - Prevention Training to all Service Members
    - Resources and Referral Services to Victims
  - Unit Victim Advocates – Trained by SARC
  - Domestic Violence

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Resilience / Prevention, Response & Outreach (PRO)

- Suicide Prevention
  - Prevention, Intervention and Post-vention Support for "At Risk" Soldiers.
  - Referrals for Resources available to Service Members (such as VA and Vet Centers)
  - Suicide Intervention Officer (SIO) – Applied Suicide Intervention Skills Training (ASIST)
- Director of Psychological Health
  - Assistance to Service Members experiencing Transitional Challenges adjusting to Redeployment or Life
  - Referrals to Longer-Term Care agencies, such as VA
- WING Campaign Plan 12-01 (Community Wellness Program) 1 NOV 11

10 10

WING Campaign Plan 12-01 (Community Wellness Program) 1 NOV 11 Lines of Effort (LOE)

Each MSC has a representative appointed to the Community Health Promotion Council with access to the Plan via GKO

LOE 1: Total Force Fitness
LOE 2: Resilience and Risk Reduction
LOE 3: Prevention, Response and Outreach
LOE 4: Strategic Communication Plan
LOE 5: Behavioral Health and Substance Abuse
LOE 6: Employment Assistance and Education
LOE 7: Community Based Partnerships
LOE 8: Unit Level Implementation
LOE 9: First Line Leaders Roles and Responsibilities

Reporting At Risk Behavior: When to Send an SIR to the JOC?

12

Friendly Forces Info Requirements (FFIR)

FFIR 1. Has a WING Soldier or Airman been identified as a casualty?

- 1a. Soldier or Airman killed
- 1b. Soldier or Airman state-side death
- 1c. Soldier or Airman missing in action/prisoner of war
- 1d. Soldier or Airman very seriously injured
- 1e.* Soldier or Airman seriously injured
- 1f. Soldier or Airman not seriously injured (OCONUS)
- 1g. Soldier or Airman at Risk

FFIR 7.* Has a WING Soldier or Airman been arrested, detained, or investigated for criminal misconduct?

FFIR 1e - Wake-up G1/ A1 only*

FFIR 7 – Types of reportable misconduct: wrongful possession, manufacture, or distribution of a controlled substance, aggravated arson, child abuse, serious domestic violence incident, incidents involving firearms that cause injury/death*

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DEFINE: FFIR 1g Soldier or Airman at Risk

1. Hospitalization due to high risk behavior/suicide attempt.(Suicide/Deaths)

2. Self-mutilation, suicidal ideations/plan, suicide attempt. (Homicidal ideations/plan)

3. When Unit or JFHQ calls Law Enforcement due to high risk behavior.

4. Patterns of high risk behavior: DUI, weapons charges, arrest, substance abuse, domestic violence, AWOLs, behavioral changes, financial issues (not an inclusive list)

More Tools & Resources

- National Resource Directory:
  https://www.nationalresourcedirectory.gov/
- DCoE Outreach Center For Psychological Health and Traumatic Brain Injury Information, Resources, 24/7 Outreach 1-866-966-1020
- National Crisis Line: 1-800-273-TALK (8255)
- VA Vet Centers:
  - Locations: Green Bay, La Crosse, Madison, Milwaukee, and Wausau
  - Veterans, Family members of Veterans
  - Up to 5 "humanitarian" visits for non-Veteran service members "At Risk"
  - Confidential – no records shared with VA/military without release

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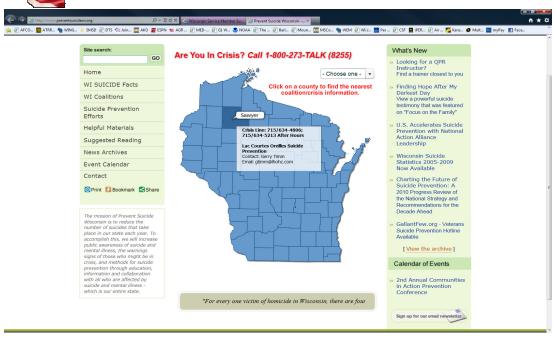
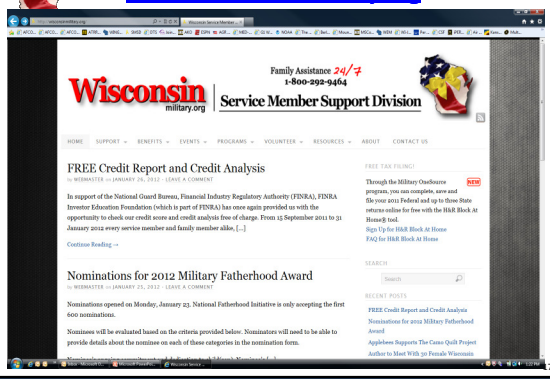
Prevent Suicide Wisconsin

http://www.preventsuicidewi.org/



SMSD WEBSITE

www.wisconsinmilitary.org



Questions?

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Telework Policy Guide

J1- Manpower and Personnel

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Overview

- References
- Purpose
- Definitions
- Benefits
- Challenges
- Eligibility
- Guidelines
- Exercise

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References

- Section 359 of Public Law No. 106-346
  - *"Department of Transportation and related Agencies Appropriation Act 2001", 23 Oct 2000*
- DoD Telework Policy Guide for Civilian Employees, 22 Oct 2001
- DODI 1035.01 Telework Policy, 3 April 2007
- NGB J1
  - *All States Log Number P10-0007, 23 March 2010*
- *WING HRR 301-1, 1 April 2007*
- www.telework.gov

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Definitions

- Telework
  - Means to an alternative work arrangement for employees to ***conduct all or some of their work away from the primary workplace***.
  - Work location might be a residence, an office closer to the employee's residence or another acceptable locations

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Definitions

- Regular or Recurring Telework
  - Work schedule where eligible employees ***regularly work at least one day per biweekly pay period*** at an alternative worksite.
- Ad Hoc Telework
  - Telework performed at an alternative worksite on an ***occasional, one-time or irregular basis***
- Work-at-home Telework
- Other Approved Worksites
  - Any other worksite funded by employee's component

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Benefits

- Valuable management tool
- Improve quality of life
- Allows employees to balance their work lives with private and family responsibilities
- Can enhance the National Guard's efforts to recruit & retain high quality employees
- Benefits our society
  - Cleaner air
  - Reduced energy consumption
  - Decreased traffic congestion

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Challenges

- Employee
  - Telework concerns
  - Operational adjustments
  - Technology requirements
  - Telework might jeopardize my chances for advancement.
  - I'm not sure I'll like working alone.
  - Can I really live up to my manager's expectations?
  - Will I be able to separate home and work?

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Challenges

- Supervisors
  - Although telework has been around for a while, there are still several misperceptions that have made some managers reluctant to approve a telework arrangement.
  - Once I allow my employee to telework, I will never see or hear from him/her again.
  - If I approve one telework agreement, I will have to let all my employees telework.
  - Telework stands in the way of effective teamwork.
  - Worker productivity will drop if I am not watching my employees every minute.

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Supervisor Driven

- Selection of Participants
  - Supervisors identify positions suitable for telework
  - Supervisors may select employees to participate voluntarily
  - Continued participation is not statutory or an automatic right
  - Supervisors may change, modify or terminate due to mission needs or other eligibility consideration at any time

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Eligibility

- Eligible Positions
  - Those involving tasks and work activities that are ***portable***
  - Do not require employees being at a traditional work site
  - Conducive to supervisory oversight at the alternative worksite
- Positions Not Eligible
  - Those involving tasks that are ***not portable***
    - Require employee to have daily face-to-face contact with supervisor, colleagues, clients, general public
    - Require daily access to classified information
    - Trainee or entry level positions

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Suitability

- Demonstrated dependability & ability to handle responsibility
- Proven record of high personal motivation
- Ability to prioritize work effectively
- Good time management skills
- Proven/expected minimum performance rating of fully successful

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Guidelines

- Written Agreements
  - See Appendix A, B, C of our WING HRR
  - Sample
- Time and Attendance
  - Codes
    - TW: Telework Regular
    - TS: Telework Situational
    - TM: Telework Medical
- Home Office Space
  - Employees must complete a self certification checklist
  - Appendix B (Safety Checklist)

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Questions

Appendix A

Wisconsin National Guard and Employee Teleworking Agreement
Approval for Alternative Work Site

Name: _____

Organization/Office: _____

Current Duty Station: _____

Geographical Location: _____

Approved Alternative Work Place: _____

Geographical Location: _____

Voluntary Participation
I voluntarily agree to work at the approved alternative work site indicated above and agree to follow all applicable policies and procedures. I recognize this arrangement is not an employee benefit but an additional method the agency may approve to accomplish work. Telework is a management option. It is not an employee benefit or right and does not change employment terms and conditions.

Official Duties
I shall perform official duties only at the official duty station or supervisors approved alternate work site and will not conduct personal business, such as caring for dependents or making home repairs, while in official duty status at the alternate work site.

Work Schedule and Tour of Duty
Unless the supervisor and I agree otherwise, the number of hours I am scheduled to work remains the same. My official tour of duty will be

_____
_____
_____
_____
_____
_____
(specify days, hours, and location such as official duty station or alternative work site). I further understand I am expected to report for work at my official duty station at least one day per pay period. I am also expected to attend all required staff meetings at my official duty station.

Time and Attendance
_____My timekeeper will have a copy of my schedule. My supervisor will certify biweekly the time and attendance for hours worked at the official duty station and alternative work site. (**Note**: the organization may require me to complete a self-certification form).

Leave
_____ I shall follow established office procedures for requesting and obtaining approval of leave.

Compensatory Time
_____As a technician, I agree to work compensatory time only if my supervisor so orders and is approved in advance by second level supervision. Working without such approval may result in terminating the teleworking privilege and/or other appropriate action.

Equipment and Supplies
_____ I shall protect all government-owned equipment and use it only for official purposes. The agency will install, service, and maintain its own equipment if applicable. I shall install, service, and maintain any personal equipment I use. I understand the Wisconsin National Guard is not responsible for the expense to repair, restore or replace any personal computers, peripherals, and media or data files used for teleworking from the home worksite.

Security
_____ I will comply with security policies and protect all Wisconsin National Guard resources, including Wisconsin National Guard data and information, at the alternate work site.

Liability
_____The Wisconsin National Guard is not liable for damages to my personal or real property while I work at the approved alternate work site except to the extent the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act holds the Wisconsin National Guard, as a government agency, liable.

Work Area
_____ I shall provide a furnished work area adequate for performing official duties.

Work Site Inspection
_____I agree to permit supervisory inspection of my alternate work site during normal working hours at a pre-arranged time to ensure proper maintenance of government-owned property and conformity to safety standards. (I will complete a self-certification safety checklist (appendix B) for an at-home work site.)

Alternative Work Site Costs
_____The Wisconsin National Guard will not pay installation, infrastructure and/or operating costs associated with using my home as an alternate work site; e.g., home maintenance and insurance. However, I do not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for Wisconsin National Guard, as provided for by statute and implementing regulations.

Injury Compensation (Check the Applicable Paragraph)
_____As a *civilian member,* I am covered under the Federal Employee's Compensation Act or appropriate state regulations if injured while actually performing official duties at my official duty station or alternate work site. I agree to notify my supervisor immediately of any accident

or injury that occurs at the alternate work site; the supervisor will investigate my report immediately and in addition, notify the appropriate safety office/officer.
_____As a *military member,* I am covered under 32 USC if injured actually performing official duties at my official duty station or alternate work site. I agree to notify my supervisor immediately of any accident or injury that occurs at the alternate work site. The supervisor will investigate my report immediately and in addition, notify the appropriate safety office/officer.

Work Assignments
_____I shall complete all assigned work according to procedures my supervisor and I mutually agree to and according to guidelines and standards in my performance plan.

Performance
_____My most recent performance rating must be at least Fully Acceptable or Excellent. My supervisor may require me to report regular progress to assist in judging performance.

Disclosure
_____I shall protect government records from unauthorized disclosure or damage and will comply with requirements of the Privacy and Freedom of Information Act Manual. I will not store, gain access to, or use classified information at a home work site.

Standards of Conduct
_____I understand standards of conduct continue to apply to me while I work at my telework site(s) in accordance with applicable regulations.

Cancellation
_____After appropriate notice to my supervisor, I may resume working my regular schedule at my official duty station. After appropriate notice to me, my supervisor may instruct me to resume working my regular schedule at my official duty station if my performance declines, the project fails to benefit organizational needs, the need for in-office interaction between me and my coworkers or customers arises, or for other work-related reasons. The supervisor will follow any applicable administrative or negotiated telework procedures.

Other Action
_____Nothing in this agreement precludes management from taking any appropriate disciplinary or adverse action against me if I fail to comply with the provisions of this agreement. Nothing in this agreement shall be construed so as to infringe upon an employee's rights or benefits provided by law, regulation, or contract.

Employee's Signature and Date: _____

Supervisor's Signature and Date: _____

Telework Coordinator Signature and Date: _____

Cancellation Date:
If this agreement is canceled please indicate date of cancellation below:

Cancellation Date: _____

Employee's Acknowledgment and Date: _____

Supervisor's Signature and Date: _____

SUMMARY INFORMATION

Check the description that applies:

Telework Arrangement

_____ 1 day per 2 weeks or _____ More than 1 day per 2 weeks
Occasionally; i.e., project nature
_____
Position Type:

Civilian: _____

Military: _____

Send a copy of this agreement, along with this Safety checklist, Security Audit Checklist and Computer System Information to your supervisor, and retain a copy for your records. Send a copy of this agreement to the Human Resource Office.

CF:
Directors
Telework Coordinator
J1

Appendix B

WISCONSIN NATIONAL GUARD SELF-CERTIFICATION SAFETY CHECKLIST FOR TELEWORKER WORKING AT HOME

Name: _____

Organization/Office: _____

Telephone: _____

This checklist assesses the overall safety of the home work site. Each participant will read, complete, sign, and date the self-certification safety checklist.

Address of home work site location:

_____

_____

Describe the designated home work area:

_____

_____

A. WORKPLACE ENVIRONMENT

1. Are temperature, noise, ventilation, and lighting levels adequate to maintain your normal level of job performance? ☐ Yes ☐ No

2. Are all stairs with four or more steps equipped with handrails? ☐ Yes ☐ No

3. Does the electrical system conform to appropriate local building codes? Will the building's electrical system provide for grounding equipment (three prong receptacles)? Is all electrical equipment free of recognized hazards that would cause physical harm (frayed or loose wires, exposed wiring, missing/broken outlet/switch covers)? ☐ Yes ☐ No

4. Are aisles, doorways, and corners free of obstructions to permit visibility and movement? ☐ Yes ☐ No

5. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways? ☐ Yes ☐ No

6. Do chairs have any loose casters (wheels)? ◯ Yes ◯ No

7. Are the phone lines, electrical cords, and extension wires secured under a desk or along a baseboard? ◯ Yes ◯ No

8. Is the office space neat, clear, and free of excessive amounts of combustibles? ◯ Yes ◯ No

9. Are floor surfaces (including carpets) clean, dry, level, and free of worn or frayed seams? ◯ Yes ◯ No

10. Is there enough light to read? ◯ Yes ◯ No

11. Is the residence equipped with working smoke detectors? ◯ Yes ◯ No

COMPUTER WORKSTATION (IF APPLICABLE)

12. Is your chair adjustable? ◯ Yes ◯ No

13. Does a back rest support your back adequately? ◯ Yes ◯ No

14. Is your computer monitor at eye level? ◯ Yes ◯ No

15. When keying, are your forearms close to parallel with the floor? Are your wrists fairly straight? ◯ Yes ◯ No

Explain any no responses:

_____
_____
_____
_____
_____
_____

Employee Signature _____ Date _____

Attach a copy of this list to your Telecommuting Agreement, retain a copy for your record and send one copy to your Human Resource Office.

Appendix C

WISCONSIN NATIONAL GUARD SELF-CERTIFICATION SECURITY AUDIT CHECKLIST FOR TELEWORKERS WORKING AT HOME

Name: _____

Organization/Office/Location: _____

Phone: _____

This checklist assesses the overall ability to protect United States Government, state, and Wisconsin National Guard data and information processed, stored, transmitted, or received at the home work site. Each participant shall read, complete, sign, and date the security audit checklist.

Home work site location:

_____

USER SECURITY

1. Have you received adequate Automated Information Systems (AIS) security awareness and training?	Yes	No
2. Have you signed an AIS user responsibility acknowledgment form?	Yes	No
3. Do you possess an adequate working knowledge of how your computer transmits and receives data?	Yes	No
4. Do you possess an adequate working knowledge of what data needs to be protected when you transmit or receive?	Yes	No
5. Do you possess an adequate working knowledge on properly storing and handling storage media (e.g., floppy disks, CD-ROMs, backup tapes, etc.)?	Yes	No
6. Are you familiar with computer virus detection and eradication procedures?	Yes	No

Employee Signature _____ Date _____

Attach a copy of this list to your Telecommuting Agreement, retain a copy for your record and send one copy to your Human Resource Office.

Appendix D

Wisconsin National Guard Telework Summary Report

For the Month of: _____

Functional Area: _____

Telework Coordinator Name: _____

Email Address: _____

Phone Number: _____

Using the table below, specify the total number of teleworkers by the indicated categories:

Participation Rate	***Federal (NDS) Non-Dual Status***	***Federal (DS) Dual Status***	***AGR***	***Notes***
1 day per pay period				
More than 1 day per pay period				
Ad hoc (i.e., Occasional Project)				

Labor Relations

CPT Kristin Boustany
National Guard
Technician Personnel Management Course

Agenda

- Employee Rights
- Union Rights
- Management Rights
- Bargaining Procedures
- How to avoid Grievances
- Unfair labor Practices
- Formal Discussions
- LR Tool Kit

2

DEFINITION OF A SUPERVISOR

5 USC 7103

A supervisor is a person who is authorized, with respect to employees, to do or recommend at least one of the following:

-hire	-promote	-direct employees
-transfer	-furlough	-suspend
-assign	-remove	-reward
-recall	-lay-off	-adjust grievances
-discipline		

3

Basic Employee Rights under 5 USC Chapter 71:

- **An employee has the right to:**
- FORM, JOIN, or ASSIST a labor organization;
- ACT AS A REPRESENTATIVE of a labor organization;
- BARGAIN COLLECTIVELY through a labor organization

4

Who Can ***NOT*** Join the Union?

- **THE BARGAINING UNIT:**
- Certain employees are excluded from bargaining units by 5 USC 7112.
- These are the exclusions:
  - Supervisors/Management officials
  - Employees engaged in personnel work (other than clerical);
  - Employees working in a confidential capacity for officials who formulate general labor relations policy;
  - Employees engaged in intelligence or security work affecting national security;
  - Employees investigating or auditing work or conduct of other agency employees;
  - Professional employees unless a majority of the professionals vote for inclusion.

5

UNION RIGHTS WHEN GRANTED EXCLUSIVE RECOGNITION

5 USC 7114

- May negotiate agreements for all employees in the collective bargaining unit
- Responsible for representing the interests of all bargaining unit employees –member or NOT
- Must be given the opportunity to be represented at all formal management-employee discussion concerning grievances or other negotiable issues

6

UNION RIGHTS WHEN GRANTED EXCLUSIVE RECOGNITION

5 USC 7114

Investigating Interviews
THE WEINGARTEN RIGHT
(5 USC 7114(a)(2)(B)

7

UNION RIGHTS WHEN GRANTED EXCLUSIVE RECOGNITION

5 USC 7114

Must be given the opportunity to be present at any investigative examination of a unit employee, IF the employee…

- Reasonably believes the examination may result in disciplinary action,

AND

- Requests representation

8

NON-NEGOTIABLE MANAGEMENT RIGHTS

5 USC 7106(a)

- Determine mission, budget, organization, employee numbers and internal security
- Hire, direct, lay-off and retain employees
- Suspend, remove, reduce (grade/pay) or discipline employees

9

NON-NEGOTIABLE MANAGEMENT RIGHTS

5 USC 7106(a)

- Assign work, contract out and determine which personnel will perform operations
- Select and appoint employees
- Take necessary emergency actions

10

Labor Management Agreements: Bargaining

11

DUTY TO BARGAIN

5 USC 7106(b)

Nothing precludes management and the union from "Impact and Implementation" bargaining on:

- ***Procedures*** which management will observe in exercising its rights
- ***Appropriate Arrangements*** for employees adversely affected by management in exercising its rights

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DUTY TO BARGAIN

Personnel Policies

- Merit Promotion/Hiring & Reduction In Force (RIF)/Furlough Procedures

Personnel Practices & Working Conditions

- Parking assignments; picnics; employee lockers; location of coffee makers and microwave ovens; office space/design; type and placement of office furniture, etc

13

Grievances & Unfair Labor Practices (ULP's)

14

NEGOTIATED GRIEVANCE PROCEDURES

5 USC 7121

Coverage:

- All employee grievances except those excluded by 5 USC 7121 (b) & (c) (no strike/work stoppage provisions) and/or 32 USC 709e (NG Technician Act provisions)
- Must provide for final and binding arbitration
- Must provide for settlement of questions or arbitration

15

NEGOTIATED GRIEVANCE PROCEDURES

5 USC 7121

Coverage (continued):

- Limits employees to either union or self representation
- Does NOT apply to people excluded from the bargaining unit

16

MANAGEMENT UNFAIR LABOR PRACTICES

under 5 USC 7116(a)

- Interference, restraint or coercion of an employee in the exercise of assured rights
- Encourage or discourage membership in a labor organization by discrimination with respect to conditions of employment
- Sponsor, control or otherwise assist a labor organization

17

MANAGEMENT UNFAIR LABOR PRACTICES

under 5 USC 7116(a)

- Discipline or discriminate against an employee because the employee has filed a complaint or given testimony under 5 USC 7116
- Refuse to consult/negotiate
- Fail to cooperate in impasse procedures
- Enforce rules or regulations in conflict with a prior collective bargaining agreement

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ALTERNATIVE DISPUTE RESOLUTION (ADR)

Types of Mechanisms:

- Joint Dispute Resolution Committees
- Internal Agency Third-Party Review
- Facilitation
- Mediation

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ALTERNATIVE DISPUTE RESOLUTION (ADR)

Types of Mechanisms (continued):

- Fact-finding
- Advisory Arbitration
- Mediation – Arbitration
- Interest-Based (win-win) Bargaining

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ADR MECHANISM COVERAGE

- Grievances
- EEO cases/issues
- Hearing examiner cases
- Workplace problems
- ANY issue the parties agree to place under ADR
- ULP cases
- Contract interpretation disputes
- Bargaining disputes

21

WHY USE ADR MECHANISM?

- Decrease litigation/ resolution costs (money/time/man-power)
- Increase consensual settlements
- Improve relationships

22

WHY USE ADR MECHANISM?

- Decrease formality
- Limit adversarial opportunities
- Facilitate future problem resolution

23

WHAT IS A FORMAL DISCUSSION?

Under 5 USC 7114(2)(A)

A discussion which is…

- formal in nature,
- between one or more representatives of the agency AND one or more bargaining unit employees or representative, ***AND***
- related to any grievance or any personnel policy or practices or other general conditions of employment

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MANAGEMENT OBLIGATIONS

5 USC 7117(d)(2)

- Notify the appropriate union representative of the meeting
- Afford union the opportunity to select its representative and to attend
- Allow the union representative to actively participate at the meeting

25

THERE IS NO FORMAL DISCUSSION WHEN/IF…

Discussion is about and with an individual employee related to his/her:

- Personal problems
- Job performance
- Performance evaluation
- Oral reply to proposed disciplinary action(s)

During impromptu meetings on the shop floor

26

PAST PRACTICE

5 USC 7117

Once the parties establish a practice it becomes a condition of employment and must be bargained

You do not have to bargain over the decision to change a practice which conflicts with law or a government-wide regulations

- Management is not free of the obligation to provide the union with advance notice of its intent to change what has been a condition of employment
- Management must also bargain on demand on bargainable proposals which come back

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HANDOUT

28

USE OF OFFICIAL TIME

5 USC 7131

Internal union business shall be conducted during the non-duty hours of the employees concerned.

MUST approve for:	Collective Bargaining FLRA Proceedings
MAY approve for:	Other representational activities
MAY NOT approve for:	Internal union business

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QUIZ

- **Q: When I sit down with an employee to discuss what is expected of him or her, must I invite the union to sit in?**

A: No. The union has no right to be present at one-on-one discussions with employees to communicate performance standards for a particular job.

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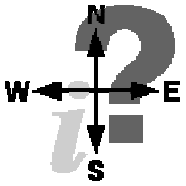
QUIZ

- **Q: What are examples of unfair labor practices?**

- **A: Threatening an employee because he/she files a grievance; admonishing or giving an employee a low performance appraisal because of active union involvement; permitting union activities to influence, or give the appearance of influencing, selections for promotion for training opportunities.**

31

Questions



32

ELEMENTS OF A FORMAL DISCUSSION

5 U.S.C. 7114(a)(2)(A)

Management must give notice to the Union, if the following occur:

1. *a discussion*

2. *formal in nature*

   factors to consider:

   --Who held the meeting, first level supervisor or higher level
   --Were other management officials present?
   --Where held?
   --How long did the meeting last
   --How was meeting called (e.g., in advance or impromptu)
   --Was there a formal agenda?
   --Was employee attendance mandatory?
   --How was meeting conducted? (e.g. minutes taken)?

3. *between an agency representative and bargaining unit employee*

4. *subject matter must concern*

   --any grievance or
   --a personnel policy or practices or
   --any other general condition of employment

The following is a general list of the actions which an exclusive representative may and may not take with respect to a **FORMAL DISCUSSION.**

UNIONS CAN - -	UNIONS CANNOT - -
Designate its own representative to attend the formal discussion Ask management for a short delay so that a representative versed in the subject matter of the meeting may attend to represent the union	Unreasonably delay the meeting because a particular representative is not able to attend at the scheduled time Insist that more than one union representative attend
Designate a particular individual (with backup) as the union official to receive notice of all formal discussions or designate different individuals depending upon the type of meeting	Refuse to attend a formal discussion where there has been actual notice which allowed the union to select a representative of its choice, but there was no formal notice of the meeting
Ask management what the meeting is going to be about	Demand that all information to be discussed at the meeting first be discussed only with the union (assuming the meeting would not be a bypass) Demand that other unrelated topics be added to the agenda
Clarify matters being discussed	Engage in an argument with the management officials conducting the meeting which interferes with the purpose of the meeting
Represent the interests of the bargaining unit	Raise issues that are not related to the topic or purpose of the meeting so as to disrupt the meeting and thwart its purpose
Speak, comment and make statements about the subject matter of the meeting	Take charge of the meeting so as to disrupt the meeting and thwart its purpose
Ask questions concerning the matter being discussed	Act in a manner that disrupts the meeting
Propose to negotiate at the applicable time over the manner in which the formal discussion right will be implemented by the parties	Insist that the notice be given and meeting be conducted in a particular manner as decided by the union

FORMAL DISCUSSION ELEMENT	FACTORS INDICATING A FORMAL DISCUSSION	FACTORS NOT INDICATING A FORMAL DISCUSSION
FORMALITY	Do you intend to require employees to attend?	Do you intend to make attendance voluntary?
FORMALITY	Do you intend to take notes or minutes or record the results of the meeting, use an agenda or a plan for conducting the meeting?	Do you intend to have a casual conversation?
FORMALITY	Do you intend to hold the meeting in a conference room or other non-workplace area?	Do you intend to hold the meeting on the shop floor?
FORMALITY	Do you intend to invite higher level management officials or other agency employees not involved in the day-to-day work with the employees?	Do you intend to only have a first line supervisor present?
FORMALITY	Do you intend to schedule the meeting in advance?	Do you intend to inform employees just before the meeting is to take place to gather together?
FORMALITY	Do you intend to conduct the meeting for a scheduled amount of time?	Do you intend to plan to only talk for a few minutes?
FORMALITY	Do you intend to discuss a significant topic of concern to the employees and the union?	Do you intend to discuss a routine topic?
SUBJECT MATTER	Do you intend to discuss any pending grievance, whether at the informal or formal stages of the negotiated grievance procedure?	Do you intend to discuss a matter of concern raised by a particular employee?
SUBJECT MATTER	Do you intend to discuss a workplace matter of concern to employees generally?	Do you intend to meet only with one employee to discuss a performance matter that concerns only the employee?
SUBJECT MATTER	Do you intend to discuss a personnel policy or practice that pertains generally to all the employees?	Do you intend to meet with one or a few employees to discuss the routine monitoring of job functions?
SUBJECT MATTER		Do you intend to discuss an employee=s job performance or conduct?
SUBJECT MATTER	Do you intend to discuss a formal EEO complaint?	Do you intend to discuss an informal EEO complaint?

The following is a general list of the actions which an exclusive representative may and may not take with respect to an **INVESTIGATORY INVESTIGATION.**

UNIONS CAN - -	UNIONS CANNOT - -
Designate its own representative to represent the employee at the exam, absent special circumstances	Designate a representative whose participation as a representative will interfere with the employer's interest in achieving the objective of the investigation or compromise its integrity
Ask management for a short delay so that a representative versed in the subject matter of the exam may attend to represent the union	Unreasonably delay the exam because a particular representative is not able to attend at the scheduled time Insist that more than one union representative attend
Ask management what the investigation is about	Demand that all questions to be discussed or documents to be referred to at the meeting be given first to the union representative before the meeting
Briefly consult with the employee before the exam	Delay the exam
Raise relevant facts and issues related to the investigation	Hide or confuse facts, mislead the investigators or delay or impede the investigation
Clarify questions being asked to ensure the employee understands the question	Answer the questions for the employee or repeatedly interrupt the questioning of the employee
Represent the interests of the bargaining unit and assist the employee in raising all relevant facts and issues	Raise issues that are not related to the investigation so as to disrupt, delay or impede the exam Engage in an argument with the management officials conducting the meeting which interferes with the purpose of the exam
Elicit favorable facts and extenuating circumstances	Take charge of the meeting so as to disrupt, delay or impede the exam
Consult with the employee during the examination	Disrupt, impede or delay the exam; or answer questions for the employee
Ask questions concerning the matter being discussed	Act in a manner that: interferes with achieving the objective of the exam; damages the integrity of the investigation; or creates an adversarial contest
Propose to negotiate, at the applicable time, over the manner in which the investigatory examination right will be implemented by the parties	Insist that the investigatory examinations be conducted in a particular manner as decided by the union

INVESTIGATORY EXAMINATION ELEMENT	FACTOR INDICATING AN INVESTIGATORY EXAMINATION	FACTOR NOT INDICATING AN INVESTIGATORY EXAMINATION
PARTICIPANTS	Do you intend to have an agency or department employee, or a contractor as a substitute for the agency, conduct the exam?	Do you intend to have an outside law enforcement official not affiliated with the agency or department, without agency or department participation, conduct the exam?
PARTICIPANTS	Do you intend to examine a unit employee?	Do you intend to examine an employee who is not in the bargaining unit?
EXAMINATION IN CONNECTION WITH AN INVESTIGATION	Do you intend to ask questions of, or solicit information from, the employee about a matter under investigation?	Do you intend to ask questions about a routine workplace issue?
EXAMINATION IN CONNECTION WITH AN INVESTIGATION	Do you intend to secure an admission from the employee or ask the employee to explain his/her conduct?	Do you intend to ask the employee for his/her opinions on a topic?
REASONABLE BELIEF OF DISCIPLINE	If you were in the employee's place, and under the circumstances, would you be concerned that a response could 'get you in trouble with" management?	If you were in the employee=s place, and under the circumstances, would you have no ''worries" about providing any information about the topic under investigation?
REQUEST FOR REPRESENTATION	Did the employee make a clear request for representation?	Did the employee make no request for representation?

Technician Personnel Regulation 715

Labor Management Relations

Voluntary and Non-Disciplinary Actions

Departments of the Army and the Air Force
National Guard Bureau
Arlington, VA 22202-3231
13 July 2007

UNCLASSIFIED

SUMMARY of CHANGE

TPR 715
Voluntary and Non-Disciplinary Actions
Revision dated 13 July 2007

- Provides more clarity and specificity in addressing non-disciplinary action issues
- Changes procedures for voluntary or non-disciplinary actions, including changes to the law regarding 32 U.S.C. 709 and the Americans with Disabilities Act
- Changes rules for termination of General Officers
- Clarifies Management-Directed Reassignment rules for employee concurrence/non-concurrence with change to lower grade actions

Departments of the Army and the Air Force ***TPR 715**
National Guard Bureau
Arlington, VA 22202-3231
13 July 2007

Labor Management Relations

Voluntary and Non-Disciplinary Actions

By Order of the Secretaries of the Army and the Air Force:

H STEVEN BLUM
Lieutenant General, USA
Chief, National Guard Bureau

Official:

GEORGE R. BROCK
Chief, Plans and Policy Division

History. This printing publishes a revision of TPR 715.

Summary. This revision updates the Human Resources procedures for voluntary and non-disciplinary actions for National Guard technicians, including changes to the law regarding 32 United States Code (U.S.C.) 709 and the Americans With Disabilities Act (ADA).

Applicability. This regulation applies to Title 32 U.S.C. National Guard technicians employed by the Army National Guard (ARNG) and Air National Guard (ANG) in the various states, territories and District of Columbia as defined by 10 U.S.C.§ 10216 & 10217.

Proponent and exception authority. The proponent of this regulation is the Chief, National Guard Bureau. The proponent has the authority to approve exceptions to this regulation when consistent with controlling law and regulation.

Management Control Process. This regulation is not subject to the management control requirements of AR 11-2 (Management Control) and does not contain management control provisions.

Supplementation. Supplementation of this regulation/instruction is authorized. One copy of any supplement should be provided to Chief, National Guard Bureau, ATTN: NGB-J1-TNL, 1411 Jefferson Davis Highway, Arlington, VA 22202-3231.

Suggested Improvements. Users are invited to submit comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) directly to the Chief, National Guard Bureau, ATTN: NGB-J1-TNL, 1411 Jefferson Davis Highway, Arlington, VA 22202-3231.

Distribution. B.

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* This publication supersedes TPR 715, 23 February 1987.

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Chapter 1
Introduction

1-1. Purpose
This technician personnel regulation establishes responsibilities, policies and procedures for all voluntary and non-disciplinary actions in the National Guard Technician Program. Section 10, Public Law 90-486 requires issuance of regulations to prescribe the policies and responsibilities in Technician Personnel Programs. This regulation meets those requirements and provides The Adjutants General (TAG) and the Commanding General (District of Columbia) regulatory guidance for the administration of the National Guard Technician Program at the state level.

1-2. References
Required and related publications and prescribed and referenced forms are listed in Appendix A.

1-3. Explanation of abbreviations and terms
Abbreviations and special terms used in this regulation are explained in the glossary.

1-4. Responsibilities
a. The Chief, National Guard Bureau (CNGB) serves as the strategic focal point in developing, managing, and integrating employment of National Guard capabilities for the Office of the Secretary of Defense, the Joint Staff, and the Departments of the Army and Air Force in support of Combatant Commanders. Administers DoD, Joint, Army and Air Force programs; acquires, distributes, and manages resources. Coordinates departmental policies and programs for the employment and use of National Guard technicians under section 709 of Title 32, U.S.C., in accordance with the National Guard Bureau Charter.

b. NGB-J1 Manpower and Personnel Directorate serves as the primary advisor to the CNGB on all personnel and manpower issues in the National Guard. Provides oversight and has primary responsibility to the CNGB on the human resource program development, staffing, and execution of policy, plans, and programs concerning technician employment.

c. The Chief, Technician Personnel Division, NGB-J1-TN, is the primary advisor to NGB-J1, commanders, staff, and operating officials on all matters pertaining to military technicians assigned to the National Guard. Develops, maintains, and revises technician programs concerning voluntary and non-disciplinary actions in employment.

d. The Adjutant General (TAG). Establish an effective system to provide coordinated management direction regarding voluntary and non-disciplinary actions.

e. Joint Force Headquarters-State, JFHQ (St) J-1 provides oversight and has primary responsibility to TAG on the state's human resources technician program development, staffing, and execution of policy, plans and programs concerning voluntary and nondiscipinary actions.

f. Human Resources Officer (HRO).

(1) Issues regulatory guidance and direction to State managers and supervisors on their responsibilities, rights and obligations;

(2) Ensures State programs comply with applicable law, this TPR, and negotiated collective bargaining agreements (CBA);

(3) May negotiate with local labor organizations supplementary procedures within the context of appropriate arrangements for all bargaining unit technicians.

g. Employee Relations Specialist in conjunction with the Labor Relations Specialist. Administers voluntary and non-disciplinary action programs for the Human Resources Officer (HRO) and TAG.

(1) Implement and prepare local guidance.

(2) Provide advice, assistance and training to commanders, managers, and supervisors on effective use and participation in the program.

(3) Monitor compliance with law, applicable CFR's, CPM's, and sections of this TPR, and all local directives and policies of TAG.

(4) Represent and/or advise the representative of TAG in cases regarding Technician Employee Relations.

(5) When proposing new regulations, policies and local directives that substantially impact working conditions, the exclusive representative (labor organization) for the bargaining unit will be notified. Local directives and policies may not violate a negotiated CBA.

h. Managers and Supervisors. Ensure actions taken or proposed on behalf of TAG comply with law, applicable CFR's, CPM's, and sections of this TPR, all local directives and policies of TAG, and the CBA if required.

Chapter 2
Voluntary Action

2-1. Resignation

a. Resignation is a voluntary termination of employment. A technician can resign at any time; advance notice is not required. Management may ask for a reasonable period of notice to allow for a replacement or work adjustment but may not set an earlier or later date than the date selected by the technician.

b. A technician who plans to resign should complete a SF 52 or submit the resignation in writing, signed and dated, with an effective date and reasons for resigning. When the resignation is made orally, management should try to obtain written confirmation of the resignation from the technician. If this is not possible, the person to whom the resignation request is addressed should prepare a memorandum for the record to document the request including reasons given by the technician, the date, and names of any witnesses. Relevant documents are attached to the SF 52 used to process the resignation. Technicians should be encouraged to give specific reasons for resigning since these reasons are used to determine future employment eligibility and entitlement to various benefits including unemployment compensation. They also provide management with helpful information in assessing employment trends.

c. Management cannot demand a technician's resignation. However, when a technician is faced with an adverse action, management should refer the individual to the HRO for advice on options, including resignation. The technician should also be advised the effective date of the resignation, such as prior to or after the adverse action is proposed, dictates whether remarks about the adverse action can be placed on the resignation SF 50. A technician who resigns rather than face the adverse action process forfeits adverse action appeal rights. To make a well-informed decision, a technician should be referred to the HRO for advice on options, rights and benefits information.

d. A technician may request to withdraw a resignation before it becomes effective. Requests to withdraw must be in writing; verbal requests must be followed up in writing within five workdays. Within the Department of Defense there are generally two circumstances where management may deny withdrawal. These are:

(1) When the technician's position has been or is scheduled to be abolished; or

(2) When a commitment of the position to be vacated has been obligated to someone else (e.g. an individual is selected for the projected vacancy through the merit placement process and has given notice to his/her current employer). If a technician's request to withdraw a resignation before it becomes effective is denied, management must provide a written explanation of its decision and advise the technician of the right to request an appellate review or administrative hearing (see TPR 752 for a description of both appeal processes). Management has the burden of establishing the validity of its reasons for denying withdrawal (5 CFR Subpart B part 715.202).

e. A technician who has resigned and then alleges the resignation was involuntary must be advised by the HRO of the right to appeal. The technician can request an appellate review, administrative hearing (see TPR 752 for a description of both appeal processes), or a grievance under the terms of an applicable collective bargaining agreement. The timely selection of one forum precludes processing an appeal/grievance in the other forum. The burden is upon the technician to prove by a preponderance of the evidence[1] the involuntary nature of the action.[2]

f. When a request for a voluntary resignation in lieu of an adverse action is withdrawn, the adverse action under TPR 752 that prompted the resignation will be resumed. All time periods under TPR 752 that were stayed or delayed because of the resignation will be resumed at the point the voluntary resignation is withdrawn.

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[1] Considering the record as a whole, the evidence is more convincing to The State Adjutant General than the opposing evidence.

[2] Case law holds that free choice is undermined to the extent that employees experience duress, time pressure, or mental incompetence at the time of their decision. Several decisions hold that a resignation is deemed involuntary if free choice is compromised (obtained by deception, coercion, duress, time pressure or intimidation).
Note however that a choice between two adverse events is not generally held to be coercion, duress or intimidation.

2-2. Change to a Lower Grade

a. A technician can request a voluntary change to a lower grade at any time. Such requests are normally made for personal reasons and are usually in the technician's own best interest. A request for a voluntary change to lower grade must be in writing with all facts and circumstances surrounding the action documented. A voluntary change to lower grade at the request of the technician does not carry a right to pay retention under 5 U.S.C. 5363(a)(3). See TPR 500 for guidance on grade and pay retention.

b. Management cannot demand a technician request a change to lower grade. However, when a technician is faced with an adverse action, management may advise the individual of the option to voluntarily request a change to a lower grade. To make a well-informed decision, a technician should be referred to the HRO for rights and benefits information.

c. A technician may withdraw a voluntary request for a change to lower grade before it becomes effective. Requests to withdraw must be in writing (signed and dated); verbal requests must be followed up in writing within five workdays. There are two circumstances where management may deny withdrawal. Both are explained in paragraph 2-1d. If a technician's request is denied, management must provide a written explanation of its decision and advise the technician of the right to an appellate review , administrative hearing (see TPR 752 for a description of both appeal processes), or a grievance under the terms of an applicable CBA. Management has the burden of establishing the validity of its reasons for denying the withdrawal.

d. A technician who alleges the change to lower grade was not voluntary will have his/her allegations processed in accordance with the procedures established in paragraph 2-1e.

e. When a request for a voluntary change to lower grade in lieu of an adverse action is withdrawn, the adverse action under TPR 752 will be resumed. All time periods that were stayed or delayed because of the request for change to lower grade will be resumed at the point the request for a voluntary downgrade is withdrawn.

2-3. Optional Retirement

a. Application for optional retirement is a voluntary expression of a technician's desire to retire. The effective date is specified in the retirement application (SF 2801) provided the eligibility requirements are satisfied on that date.

b. Management cannot demand a technician retire. When a technician is faced with an adverse action, however, management may advise the individual of the option to retire. To make a well-informed decision, a technician should be referred to the HRO for rights and benefits information.

c. A technician may request to withdraw an application for retirement before it becomes effective. Requests to withdraw must be in writing; verbal requests must be followed up in writing within five work days. Within the Department of Defense there are two circumstances under which management may deny the request to withdraw. These two circumstances are explained in paragraph 2-1d. If a technician's withdrawal request is denied, management must provide written explanation of its decision and advise the technician of the right to an appellate review, an administrative hearing (see TPR 752 for a description of both appeal processes), or a grievance under the terms of an applicable Collective Bargaining Agreement. Management has the burden of establishing the validity of its reasons for denying the withdrawal.

d. A technician who has retired and then alleges the action was involuntary will have the allegations processed in accordance with the procedures established in paragraph 2-1e.

e. When a request for a voluntary retirement is withdrawn that is made in lieu of an adverse action, the adverse action under TPR 752 that prompted the retirement will be resumed. All time periods that were stayed or delayed will be resumed at the time the request for voluntary retirement is withdrawn.

2.4. Abandonment of Position

a. A technician can be removed for abandonment of position if he/she fails to report for work within a reasonable time (usually 10 calendar days). Management must attempt to ascertain the technician's intentions and document those attempts. If no intent to return can be established, the HRO processes the removal action and forwards the written notice by certified mail to the technician's last known home address. The removal is effective the last day the technician was at work or the last day of approved leave, whichever is later.

b. Abandonment of position is a voluntary termination from technician employment and as such will not require the 30-day notification established by 32 U.S.C. 709(f)(5).[3]

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[3] 32 USC 709(f)(5) … a technician shall be notified in writing of the termination of his employment as a technician and . . . such notification shall be given at least 30 days before the termination date of such (Cont. next page)

c. A technician who requests to return to duty after an abandonment of position will be advised by the HRO of the right to appeal as outlined in paragraph 2-1e. The burden is on management to prove the technician abandoned the position.

d. A technician who challenges an abandonment of position determination may be charged with the offense(s) of AWOL under the provisions of TPR 752.

Chapter 3
Non-Disciplinary Action[4]

3-1. Loss of Military Membership

a. Federal law requires civilian personnel employed pursuant to 32 U.S.C. 709 (a) to maintain membership in the National Guard as a condition of continued employment and requires prompt termination from the current position upon loss of membership in the Army or Air National Guard.[5] The one exception to the requirement for prompt termination upon loss of military membership is in pending disability retirement claims. Under these circumstances, a technician who has lost military membership may be retained until the OPM's adjudication is received.

b. A technician must be notified in writing of his/her termination at least 30 calendar days before the termination date[6] (unless serving under a temporary appointment, serving a trial or probationary period, or has voluntarily ceased to be a member of the National Guard). Termination from technician employment will coincide with separation from the National Guard since waiting until the military separation date to issue the notice would not be in keeping with the intent of Congress. The following rules apply when computing the 30-day notice:

(1) Day means calendar day;

(2) Calendar day is the 24-hour period between 12 midnight and 12 midnight;

(3)The 30-day period begins the day after the notification is given directly to the technician or, if mailed, five days after the date mailed as shown on the certified mail return receipt;

(4) The last day of the 30-day period may not be a non-work day and

(5) There is no prohibition against effecting this action during the period 15 December through 3 January.

c. A technician has the option of waiving the 30-day notice requirement (waivers must be in writing). Preparation and issuance of the notice is an HRO responsibility.

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employment (unless the technician is serving under a temporary appointment, is serving a trial or probationary period or has voluntarily ceased to be a member of the National Guard…).

[4] Non-disciplinary action is an adverse action taken for reason(s) other than to correct an employee's delinquency or misconduct. These actions are normally initiated and decided upon based on actions such as, but not limited to: lack of funds or work; changes to lower grade based on classification; or physical or mental inability to perform the duties of the position.

[5] 32 U.S.C. 709(b)(1) and (2) ... a person employed under subsection (a) must . . . be a military technician (dual status). . be a member of the National Guard....

32 U.S.C. 709(f)(1)(A) . . . a person employed under subsection (a) who is a military technician (dual status) . . . who is separated from the National Guard or ceases to hold the military grade specified by the Secretary concerned for that position shall be promptly separated from military technician (dual status) employment . . .

The Supreme Court of the United States, in the case of *Tennessee v. Dunlap*, 426 U.S. 312 (1976), found no constitutional or due process defect in this arrangement.

[6] 32 U.S.C. 709(f)(5) a technician shall be notified in writing of the termination of his employment as a technician and . . . such notification shall be given at least 30 days before the termination date of such employment (unless serving under a temporary appointment, serving a probationary or trial period, or voluntarily ceases to be a member of the National Guard…).

3-2. Failure to Meet a Condition of Employment

a. There are many situations that constitute a failure to meet a condition of employment. The following represent the more common ones:

(1) Failure to maintain a compatible military assignment. For example, a technician fails a training course required for military assignment and is militarily reassigned, resulting in an incompatible assignment. Or, because of poor performance in the technician's military assignment, an individual is militarily reassigned, causing an incompatible assignment.[7] In both examples, management may reassign the technician to a compatible military assignment, or terminate the technician for failure to maintain a compatible military assignment.

(2) Failure to maintain the military appointment requirement for the position. For example, a technician assigned to an "enlisted only" position is appointed as a commissioned officer.[8]

(3) Failure to maintain the military rank required for the position.

(4) Failure to maintain flying status.

(5) Failure to maintain a state driver's license.

(6) Failure to maintain current qualifications as an aircrew member.

(7) Failure to meet the physical standards required for an aircrew member.

(8) Revocation of authorization to carry a firearm.

(9) Failure to maintain security clearance.

(10) Failure to remain qualified in the Personnel Reliability Program.

(11) Failure to complete military training.

(12) Physical inability to perform technician duties efficiently and/or safely.[9] For example, the technician is physically prohibited by his/her physician from climbing, if it is not a temporary condition.

(13) Failure to maintain a compatible military assignment.

(14) Failure to restore to technician status after five years of uniformed service. Refer to Uniformed Services Employment and Reemployment Rights Act (USERRA).

b. If a technician can no longer meet a condition of their employment, management must take appropriate action. If the situation is of a temporary nature, management shall review the portion of the duties the technician will be able to continue performing and if the organization can withstand curtailment of duties for a temporary period of time. Answers to these questions will assist management to assess its options in:

(1) Leaving the technician in his/her position for the time period involved;

(2) Detailing the technician;

(3) Reassigning the technician;

(4) Offering the technician a change to lower grade; or

(5) Terminating the technician.

c. If the inability to meet a requirement of the position is permanent, management must remove the technician from the position either by reassignment, change to lower grade, or termination.

d. Decisions made in each case must be documented with well-founded justification. No decisions should be made without HRO coordination since placement could involve such things as compatibility, qualifications, training, pay, and technician assistance program. Regardless of the alternative selected, the HRO must advise the technician in writing.

e. If management determines a change to lower grade or reassignment is necessary, it must provide the technician with a reasonable amount of time to accept or reject the offer, usually 15 calendar days. The written notification must inform the technician that should he/she choose not to accept the offer, termination will be effected.

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[7] *Martelon v. Temple*, 747 F.2d 1348 (10th Cir. 1984), *cert. denied* 105 S.Ct. 2675 (1985).

[8] TPR 300(302.7) permits The Adjutants General to make an exception to this requirement when the military appointment requirement (officer, warrant officer, enlisted) of a technician's position changes.

[9] The Americans With Disabilities Act (ADA) requires agencies to make "reasonable accommodations" to "qualified individuals with disabilities". An individual is considered to have a "disability" if s/he has a physical or mental impairment that substantially limits one or more major life activity, has a record of such impairment, or is regarded as having such an impairment. It is strongly recommended that applicable EEOC regulations be reviewed before proceeding with this type of action.

The notice must include any appeal and grievance rights. The date of termination included in the memorandum to the technician must provide for a 30-day written notice.

3-3. Military Appointment Requirements

Military appointment requirements (officer, warrant officer, enlisted) are specified on position descriptions. A technician who fails to maintain the military appointment requirements must be removed from the technician position. Normally this occurs when an enlisted technician is commissioned into the warrant officer or officer corps. Therefore, military technicians must be advised as early as possible about the effects such a military appointment will have on his/her technician employment. The supervisor is responsible for issuing a written notice informing the military technician that:

a. Acceptance of an incompatible military appointment will result in termination from technician employment;

b. Unless selected for a position designated as warrant officer or officer, termination from technician civilian employment will occur upon receipt of temporary Federal recognition (ARNG) or upon graduation from the Academy of Military Science (ANG).

Subsequently, the HRO must ensure the 30-day notice requirement established by 32 U.S.C. 709(f)(5) is accomplished.

3-4. Termination of General Officers

A military technician promoted to general officer cannot continue in technician employment unless they meet the criteria outlined in TPR 303. Therefore, the HRO must issue a written notice as early as possible to advise the military technician that: (1) promotion to general officer will result in termination from technician employment, and (2) termination will occur not later than 14 days following the date of Federal recognition to any general officer grade that does not meet the criteria outlined in TPR 300. A copy of the Standard Form 50 terminating technician status must be provided to the NGB General Officer Management Office (NGB-GO) before Federal recognition orders can be published. The HRO must ensure the 30-day notice requirement established by 32 U.S.C. 709(f)(5) is accomplished.[10]

3-5. Management-Directed Reassignment

a. Management may reassign a technician to another position at the same grade and pay.[11] It can also include the movement of a technician from a position with potential for noncompetitive promotion to a position without that potential. There must be a valid reason for a management-directed reassignment. Examples of valid reasons include but are not limited to the following: management needs the technician's expertise / talents elsewhere; action is required to prevent an incompatible assignment or a grade inversion situation; or action is required to eliminate or avoid disruption and conflict where personal disagreements are affecting work relationships.

b. The Human Resources Office is responsible for providing the technician with written notification of a management-directed reassignment. At a minimum, this notification will:

(1) Explain why the management-directed reassignment is taking place (i.e. there must be sufficient detail to establish the action is for legitimate reasons);

(2) State the effective date for the action;

(3) Provide the technician with a reasonable amount of time (normally 5 work days) to accept or reject the assignment;

(4) Provide benefit information applicable to the technician if the technician rejects the offer and termination occurs;

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[10] As part of the package to be considered for general officer, a technician must sign a Statement of Understanding acknowledging the termination of their technician status in order to become a general officer. A copy of the Statement of Understanding is provided to the HRO from the personnel offices (ARNG and ANG) at the state HQ eight months prior to any action being taken. This Form may serve as the 30-day written notice under the statute.

[11] If the reassignment is a change to a lower graded position but is considered to be in the best interest of the Government and the technician concurs in the action, then the action is processed in accordance with TPR 715. If the technician does not concur with the reassignment to a change to lower grade, then the action must be processed in accordance with either TPR 752 (misconduct), or TPR 430 (performance).

(5) Explain that if the offer is rejected, the notification memorandum constitutes a 30-day notice of termination; and

(6) Inform the technician that there is no appeal of termination under this section.

3-6. Transfer of Function.

The NGB reduction-in-force regulation, TPR 351, establishes procedures for transfer of function, although it is advised to also review the CBA. The HRO is responsible for providing written notification of the transfer. This notice must:

a. Explain why the transfer of function is occurring;

b. Provide the effective date for the transfer;

c. Give the technician a reasonable amount of time (normally 10 calendar days) to accept or reject the transfer;

d. Explain that if the offer is rejected, the notification memorandum constitutes a 30-day notice of termination; and

e. Provide benefit information applicable to the technician if termination occurs.

3-7. Furlough for 30 Days or Less (22 Workdays)

a. Management has the inherent authority to furlough any or all of its technicians if there are legitimate reasons. Situations under which a furlough can be used include lack of work, lack of funds, or unforeseeable circumstances such as breakdown in equipment, natural disasters, sabotage, or sudden emergencies requiring immediate curtailment of activities.

b. Collective bargaining obligations and negotiated agreement provisions on furlough procedures must be honored. If exception to negotiated procedures are required by management's authority to act in an emergency, labor organizations should be informed in advance of the nature and extent of the emergency.

c. The HRO is responsible for preparing and issuing written furlough notices. Such notices may be addressed to groups of technicians, but a copy must be provided to each technician or forwarded to the technician's address of record a minimum of 24-hours before the effective date of the furlough. Such notices will include: (1) the reason for the furlough; (2) the estimated length of the furlough (a furlough period can be for 30 consecutive calendar days or 22 nonconsecutive workdays; e.g., 1 day per week for 22 weeks); and (3) a statement the technician has the right to have the furlough action reviewed by TAG.

d. A technician who requests review of the furlough action submits his/her objections to the HRO. TAG takes whatever action he/she deems appropriate to thoroughly review the technician's objections along with management's need for the furlough. A final decision is then issued by TAG summarizing the objections and the method of review and concluding with the reasons for the final decision. (Management is responsible for establishing the appropriateness of the furlough.) The decision must also advise the technician there is no further administrative appeal to TAG's final decision.

(NOTE: Furloughs in excess of 30 calendar days (22 workdays) must be processed in accordance with TPR 300(351).)

3-8. Decrease in the Hours of Duty for a Part-time Technician

a. Part-time employment is covered in TPR 300. Before management can decrease the specific number of hours a part-time technician has been employed to work on his/her prearranged scheduled tour of duty, the technician must be provided written notification of the decrease. As a minimum, the notification must be given to the technician in advance of the pay period in which the change occurs. The notice must include the reason for the decrease and a right to have the action reviewed by TAG. The notification memorandum must be cleared by the HRO before issuance.

b. A technician who requests review of the decrease in hours submits his/her objections to The TAG. TAG takes whatever action he/she deems appropriate to thoroughly review the technician's objections along with management's rationale for the decrease. A final decision is then issued by TAG summarizing the objections and the method of review and concluding with the reasons for the final decision. (Management is responsible for establishing the appropriateness of the decrease). The technician must also be advised there is no further administrative appeal to TAG's final decision.

3-9. Enforced Leave

a. Management has the right to require a technician to leave the worksite when it is determined that: the technician is not ready, willing, and able to perform assigned duties; and/or the technician's continued presence is

highly undesirable or presents an immediate threat to Government property or the well being of the technician, co-workers, or the public. The following three examples illustrate this management right:

(1) A technician reports to work without required safety equipment. At that point the technician is not ready and able to perform assigned duties. A supervisor can place the technician on annual leave, compensatory time-off, or LWOP until he/she reports to work with the required safety equipment.

(2) A technician appears for work in what the supervisor reasonably determines to be an unsafe state due to illness, alcohol abuse, medication, controlled substance abuse, or other causes. Attempts to have the technician explain the condition are unsuccessful. The supervisor determines that the technician's continued presence creates an immediate threat to Government property, the technician, and/or fellow co-workers. The supervisor affords the technician an option of being taken home or to a family physician or having a family member called. If he/she refuses to choose or is unable to choose, the supervisor selects the best alternative. When the technician reports to work the next day, the supervisor advises him/her that unless there is a reasonable explanation, the leave status for the non-duty time will be LWOP. If there is a reasonable explanation (for example, reaction to new medication that can be supported by a doctor's statement), the supervisor can give the technician the option of using annual leave, compensatory time-off, or sick leave. The technician is then advised no further action will be taken or the incident is still being appraised and disciplinary or adverse action could result.

(3) A technician is in a rage, disrupting the entire shop (throwing objects and cursing). Attempts to calm the technician are rebuked. The supervisor determines the technician's continued presence would be highly undesirable. The technician is advised he/she is being placed in a LWOP status and to immediately leave the worksite and return when calmed down. The technician regains composure and reports to work the next day. The supervisor advises the technician that unless there is a reasonable explanation, the LWOP status from the previous day will not be changed. If the explanation alters the supervisor’s position on the LWOP (for example, technician first learned of a family member's serious illness), the technician can be offered the option of taking appropriate leave. The technician is advised no further action will be taken or the incident is still being appraised and disciplinary or adverse action could result.

b. Enforced leave may not be continued once management determines the technician is ready, willing, and able to perform assigned duties or the immediate emergency is resolved.

Appendix A
References

Section I
Required Publications

Executive Order 11478
Equal Employment Opportunity in the Federal Government

TPR 430
National Guard Technician Performance Appraisal System

5 CFR Part 630
OPM Policies and Requirements for Absence and Leave Programs

5 U.S.C. Chapter 63
Absence and Leave. Provides basic statute governing leave and hours of work

32 U.S.C. Section 709
Technicians: Employment, Use, Status. A Codification of The National Guard Technicians Act, Public Law 90-486 of 1968

Section II
Related Publications
Contains no entries.

Section III
Prescribed Forms
Contains no entries.

Section IV
Referenced Forms
Contains no entries.

Appendix B
Leave and Absence Coding

B-1. Paid Absences

Annual Leave	LA
Court Leave	LC
Enforced Annual Leave	LF
Holiday Leave	LH
Military Leave (DC Guard Only)	LI
Law Enforcement Leave (LEL)	LL
Military Leave	LM
Administrative Leave (Excused Absence)	LN

Sick Leave	LS
Traumatic Injury (Continuation of Pay – COP)	LT
Time Off Award	LY

B-2. Unpaid Absences

Leave Without Pay	KA
Suspension	KB
Absent Without Leave (AWOL).....	KC
Workers Compensation Program (OWCP).....	KD
Furlough.....	KE
Leave Without Pay – US (For Military Duty) .	KG

B-3. Compensatory Time

Compensatory Time Earned	CE
Compensatory Time Taken	CT

Glossary

Section I
Abbreviations

ANG
Air National Guard

ARNG
Army National Guard

ADT
Active Duty for Training

AT
Annual Training

CBA
Collective Bargaining Agreement

CFR
The Code of Federal Regulations

CG
Commanding General

CJCS
Chairman of the Joint Chiefs of Staff

CPM
Civilian Personnel Manual

DoD
Department of Defense

EEO
Equal Employment Opportunity

EO
Executive Order

FY
Fiscal year

HQDA
Headquarters, Department of the Army

HR
Human Resources

HRO
Human Resources Officer

IDT
Inactive Duty Training

LEL
Law Enforcement Leave

LWOP
Leave Without Pay

MOS
Military Occupational Specialty

MPA
Military Personnel Authorization

NGB
National Guard Bureau

OPM
Office of Personnel Management

OSD
Office of the Secretary of Defense

PCS
Permanent Change of Station

SAD
State Active Duty

TAG
The Adjutant General

TPR
Technician Personnel Regulation

USA
United States Army

USAF
United States Air Force

VLT
Voluntary Leave Transfer

Section II
Terms

Accrued Leave
Leave earned by an employee during the current leave year that is unused at any given time in that leave year.

Accumulated Leave
Unused leave remaining to the credit of an employee at the beginning of a leave year.

Excused Absence
Absence from duty administratively authorized without loss of pay and without charge to leave.

Leave Year
The period beginning with the first day of the first complete pay period in a calendar year and ending with the day immediately before the first day of the first complete pay period in the following calendar year.

Medical Certificate
A written statement signed by a registered practicing physician or other practitioner, certifying to the incapacitation, examination, treatment, or the period of disability.

Technician
Dual Status and Non-Dual Status technicians defined in 32 U.S.C. §709.

Section III
Special Terms
This section contains no entries.

Technician Personnel Regulation 752

Conduct Management

Discipline and Adverse Action

National Guard Bureau
Arlington, VA 22202-3231
August 27, 2010

UNCLASSIFIED

SUMMARY of CHANGE

TPR 752
Discipline and Adverse Action
This publication supersedes TPR 752, dated 23 February 1987.

- Prescribes policies, procedures and responsibilities governing the discipline and adverse action program for National Guard technicians employed under Title 32 USC Chapter 7.
- Separates disciplinary actions and adverse actions from adverse action appeals and the National Guard hearing examiner system.
- Adds purpose, references, definitions and responsibilities in Chapter 1.
- Adds appendices with samples of a letter of reprimand, proposed action letter, original decision letter, letter of representation, and last chance agreement.
- Updates the “Table of Penalties” in Appendix D.
- Adds a list of “Douglas Factors” which management must consider and weigh in deciding an appropriate course of action in Appendix F.
- Condenses counselings, warnings and admonitions under non-disciplinary actions in Chapter 2.
- Expands on Letters of Reprimand subject to grievance procedures, and use in adverse action proceedings as a previous offense, in Chapter 3.
- Adds reference to probation/trial periods, and to suspensions with pay, in paragraph 4-1.
- Adds miscellaneous provisions in Chapter 8.
- Removes requirement to stay adverse action decisions during the time a technician enrolls in an Employee Assistance Program (EAP) for drug or alcohol use. It separates referral to EAP actions from misconduct actions in paragraph 8-10.

National Guard Bureau
Arlington, VA 22202-3231
August 27, 2010

Conduct Management

Discipline and Adverse Action

By Order of the Secretaries of the Army and the Air Force:

CRAIG R. MCKINLEY
General, USAF
Chief, National Guard Bureau

Official:

JOHN D. SELMER
Lt Col, USAF
Chief, Strategy and Policy

History This publication supersedes TPR 752, dated 23 February 1987.

Summary. This revision separates disciplinary actions and adverse actions from adverse action appeals and the National Guard hearing examiner system. It adds purpose, references, definitions and responsibilities; updates the "Table of Penalties"; adds appendices with a sample letter of reprimand, proposed action letter, original decision letter, letter of representation, and last chance agreement; and adds a list of "Douglas Factors" which management must consider and weigh in deciding an appropriate course of action.

Applicability. This regulation applies to all Title 32 USC National Guard technicians employed by the Army National Guard (ARNG) and Air National Guard (ANG) in the various states and territories, as defined by 10 USC§§ 10216 & 10217. Title 5 USC Chapter 75 adverse actions do not apply to National Guard technicians.

Proponent and exception authority. The proponent of this regulation is the Chief, NGB-J1-TN. The proponent has the authority to approve exceptions to this regulation when the exceptions are consistent with controlling law and regulation.

Management Control Process. This regulation is not subject to the management control requirements of AR 11-2 (Management Control) and does not contain management control provisions.

Supplementation. Supplementation of this regulation/instruction is authorized. One copy of any supplement should be provided to CNGB, ATTN: NGB-J1-TN, 1411 Jefferson Davis Highway, Arlington, VA 22202-3231.

Suggested Improvements. Users are invited to submit comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) directly to the CNGB, ATTN: NGB-J1-TN, 1411 Jefferson Davis Highway, Arlington, VA 22202-3231.

Distribution. B.

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Glossary

Chapter 1
Introduction

1-1. Purpose
This regulation prescribes policies, procedures, and responsibilities governing the discipline and adverse action program for National Guard technicians employed in accordance with the provisions of Title 32 USC Chapter 7. National Guard technicians are either military technicians (dual status) as defined in 10 USC §10216 or non-dual status technicians serving in a technician position as defined in 10 USC§10217.

1-2. References
Related publications, prescribed forms and referred to forms are listed in Appendix A.

1-3. Explanation of abbreviations and terms
Abbreviations and definitions of selected terms used in this regulation are listed in the Glossary.

1-4. Responsibilities
a. The Chief of the National Guard (CNGB) serves as the strategic focal point in developing, managing, and integrating employment of National Guard capabilities for the Office of the Secretary of Defense, the Joint Staff, and the Departments of the Army and Air Force in support of Combatant Commanders. Administers DoD, Joint, Army and Air Force programs; acquires, distributes, and manages resources. Coordinates departmental policies and programs for the employment and use of National Guard technicians under section 709 of Title 32, United States Code (USC) in accordance with the National Guard Bureau Charter.

b. NGB-J1 serves as the primary advisor to the CNGB on all personnel and manpower issues in the National Guard. Provides oversight and has primary responsibility to the CNGB on human resource technician program development, staffing, and execution of policies, plans and programs concerning technician employment.

c. The Chief, Technician Personnel Division, NGB-J1-TN, is the primary advisor to NGB-J1, commanders, staff and operating officials on all matters pertaining to military technicians assigned to the National Guard. Develops, maintains and revises the technician disciplinary and adverse action program.

d. The Adjutants General (TAG) supplement and publish military technician management policies relating to technician programs and processes. Monitor the states' compliance with technician guidelines, polices, directives, and report to NGB-J1 and CNGB on program effectiveness. Establish an effective process to provide due process for affected technicians under this regulation.

e. JFHQ (St) J1 provides:

(1) Oversight and management of the disciplinary/adverse action program.

(2) The administration of the disciplinary/adverse action program.

f. The State Human Resources Office (HRO):

(1) Provides guidance and direction to all managers and supervisors on disciplinary responsibilities, rights and obligations;

(2) Assists supervisors and managers with the procedural aspects of an action before issuance of a proposed adverse action or original decision;

(3) Provides necessary training to managers and supervisors on the subject of this regulation;

(4) Represents and/or advises the State Adjutant General (TAG) or TAG representative in disciplinary and adverse actions cases;

(5) Provides general and procedural guidance and case information to the affected technicians; and

(6) Consults with the State Judge Advocate Office.

g. The Manager and/or Supervisor:

(1) Maintains an office or shop atmosphere which is conducive to good employee-management relations;

(2) Practices and maintains discipline to reduce the need for formal discipline or adverse actions;

(3) Ensures employees understand the duties and work practices, safety and security requirements and administrative procedures; and

(4) Ensures any disciplinary action taken is justified by facts and circumstances and is consistent with agency policy, precedent and applicable collective bargaining agreement.

Chapter 2
Non-Disciplinary Actions

2-1. General
Non-disciplinary action—counseling or admonition—is communication from a supervisor requiring an employee to stop or to not repeat misconduct that is an offense stated in Table D-1. Non-disciplinary action is appropriate where the offense is minor and cessation or non-repetition of the offense is a satisfactory resolution of the matter.

2-2. Counseling
Where non-disciplinary action is appropriate, counseling is appropriate in the first instance. Counseling is oral and is not recorded in the Supervisor's Work Folder on the Supervisor's Employee Brief for the technician.

2-3. Admonitions
If after counseling the misconduct continues or is repeated, but non-disciplinary action is still appropriate, admonition is warranted. The admonition is written in the Supervisors Work Folder on the Supervisor's Employee Brief for the technician. The employee must be allowed to write on the brief his or her reply to the facts and reasons stated by the supervisor. If the employee replies orally and declines to reply in writing, the supervisor will write on the brief a summary of the reply. The supervisor will state the date on which the admonition and reply will be expunged, absent continuation or repetition of the misconduct. This date may not be more than one year after the date of the admonition. Expungement eliminating all record of the occurrence of the admonition will be accomplished on that date absent continuation or repetition of the misconduct.

Chapter 3
Disciplinary Actions

Letter of Reprimand

3-1. General
A letter of reprimand is a disciplinary action without an adverse action connected to it. A letter of reprimand may be used where a counseling or admonition is ineffective or where the nature of the offense warrants a more serious and formal action. Appendix D delineates various offenses and possible penalties.

3-2. Procedures
A letter of reprimand is issued by a person in the technician's supervisory chain. If it is issued by a supervisor other than the first line supervisor, the first line supervisor will receive a copy of the letter of reprimand. The supervisor issuing the letter of reprimand must determine by a preponderance of the evidence that the facts supporting the issuance of the letter of reprimand are substantiated. This may, but does not always, require an investigation, either formal or informal. The letter of reprimand should be in substantially the same form as the Sample Letter of Reprimand in Appendix B. All letters of reprimand will be cleared for procedural accuracy through the Human Resources Office. All letters of reprimand must at a minimum include the following:

a. A description of the violation/offense/action (hereinafter referred to as the cause) in sufficient detail to show why the letter of reprimand is being given.

b. The timeframe that the letter of reprimand will remain in effect in the Official Personnel Folder (OPF) of the technician. The timeframe is typically 1-3 years. Circumstances or the applicable Collective Bargaining Agreement (CBA) may require some other timeframe. If circumstances require some other timeframe, those circumstances must be detailed.

c. Notice that the letter of reprimand may be grievable through the negotiated grievance procedure or the State administrative grievance procedure as applicable.

d. A statement that the repeat of this type of conduct or behavior may result in a more severe disciplinary action to include suspension, change to lower grade or removal.

3-3. Grievances
All letters of reprimand are subject to grievance procedures except letters of reprimand issued by The Adjutant General as a reduction of a penalty imposed in an adverse action. All bargaining unit technicians must use the

negotiated grievance procedure. All non-bargaining unit technicians must use the State administrative grievance procedure.

3-4. Use in adverse actions
Letters of reprimand may only be used in adverse action proceedings as a previous offense if the adverse action is commenced before the timeframe specified in the letter of reprimand has expired. Letters of reprimand remain in effect for the period of time stated in the body of the letter. Letters of reprimand that have expired by their terms do not constitute a previous offense in determining the penalty to be imposed. Letters of reprimand that have expired may be used as a consideration when determining the penalty to be imposed in an adverse action when a range of penalties may be imposed.

Chapter 4
Adverse Actions

4-1. General

a. Actions that constitute adverse actions. Adverse actions are actions that may result in a suspension without pay, a reduction to a lower grade, or removal from technician employment.

b. Actions that do not constitute adverse actions. The following actions do not constitute an adverse action, and the procedures and protection provided in this regulation will not be applied:

(1) Actions addressed in TPR 715, Voluntary and Non-Disciplinary Actions.

(2) Performance-Based Actions that cover performance management in general (such as performance standards, ratings, etc.).

(3) Actions based on classification or job grading determinations.

(4) Reduction-in-force and furlough actions covered by TPR 300(351).

(5) Discharge of probationary or trial period technicians. (An adverse action procedure applies when suspending probationary or trial period technicians.)

(6) Mandatory retirements.

(7) Denial of within-grade increases.

(8) Actions excluded by law (i.e., political activity cases, Hatch Act violations).

(9) Alleged loss or lessening of promotion potential.

(10) Reduction of technician rates of pay from rates that are contrary to law or regulation.

(11) Recording absences as absent without leave (AWOL can become the basis for initiating adverse action.)

(12) Termination or reduction of entitlements that affect employee pay but do not involve any loss of base pay (e.g. night differential, hazardous duty pay, environmental differential pay).

(13) Actions that entitle technicians to grade or pay retention or actions to terminate such entitlements.

(14) Terminations of temporary or indefinite type appointments or termination of temporary promotions, details, etc.

(15) Placement of technicians serving on an intermittent or part-time basis in a non-duty status in accordance with conditions established at the time of appointment.

(16) Details to lower-graded positions without a change in official position assignment or loss of pay.

c. Trial/Probationary technician removals.

(1) Removal action may be taken at any time during the probationary period. If the removal of the technician is for post-appointment reasons, the technician is entitled only to written notice, with a general conclusion about deficiencies, before the end of tour of duty on the last day of the probationary period.

(2) A trial period (dual status technician) or a probationary period (non-dual status technician) removal does not provide the affected technician with the right to an administrative hearing or appellate review. This applies to either pre-appointment or post- appointment trial/probationary period removals.

(3) A 30 day notice is not required for removal of trial/probationary technicians within their trial/probationary period.

d. Suspension with pay. The fact that an adverse action is being processed does not require that a technician be prevented from performing their normal duties. In cases where there is no good reason to do so the technician will continue with their normally assigned duties. Where the continued presence of the technician may have an adverse impact on the mission, cause a safety concern or will unduly disrupt the work area, the technician 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 a technician is suspended with pay, arrangements must be made with the technician 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 technician or their representative.

4-2. Procedures
All adverse actions may have the following steps: 1. Proposed action letter (mandatory); 2. Technician's response (responses may be made by or on behalf of the technician at the technician's option, but are not required); 3. Original decision letter (mandatory); 4. Technician's appeal (Appeals may be made by or on behalf of the technician, at the technician's option, but are not required); and 5. Final decision letter (mandatory if technician appeals).

Chapter 5
Proposed Action Letter

5-1. General
The proposed action letter is the first official document produced in the adverse action proceeding. The initiator of the proposed action letter is someone in the technician's supervisory chain. Prior to the proposed action letter being issued, the initiator must develop the facts (by a preponderance of the evidence) that constitute cause for the adverse action. The supporting facts may, but do not have to, be determined as a result of an investigation. Any investigative method or process may be used provided that the technician's "Weingarten Rights" (refer to Glossary, Section II, Terms, for brief explanation) are not violated. The proposed action letter must consist of the following parts: 1.The cause for the action being taken; 2. What penalty is being proposed; 3. The right to interview witnesses that agree to do so voluntarily, and to review, copy or receive the materials (documents, recordings, emails, reports of investigations etc.) that support the cause for the action; 4. The technician's right to reply; 5. A representative from the HRO that can provide technical assistance; and 6. The deciding official's contact information. All proposed action letters must be produced in conjunction with the HRO. A sample proposed action letter is provided at Appendix C.

5-2. Cause
Cause is the reason that the adverse action is being proposed. Stating the cause by listing an offense from the Table of Penalties for Various Offenses, Appendix D, is not sufficient. Enough additional facts must be included in the proposed action letter to allow the technician to know the details (who, what, when and where) of the offense that they are charged with. All separate causes should be combined in the same action, for example AWOL and misuse of a government vehicle, but different levels of the same offense should not be included, such as AWOL and unexcused tardiness. If a technician is arrested, indicted or convicted of a criminal offense, the arrest, indictment or conviction should not be used as cause. When a technician is arrested, indicted or convicted of a criminal offense, the conduct that lead to the arrest, indictment or conviction can be used as cause for the adverse action. Conduct occurring away from the workplace or outside of the technician duty day may be the basis for cause if there is a nexus between the conduct and the technician workforce. Where a nexus is alleged, it must be fully explained in the cause portion of the letter.

5-3. Penalty being proposed
The penalty being proposed must be completely stated and an explanation for selection of it must be briefly stated. Penalties must be similar for similar offenses with like circumstances. The Table of Penalties for Various Offenses, Appendix D, provides a general guide for common offenses. Variation from the proposed penalties is permissible. When circumstances require a variation, those circumstances must be provided in enough detail for the technician to be able to respond to them. When a removal is proposed, the proposed action letter will also constitute the 30-day advance notice of removal.

5-4. The right to review material relied upon
The technician 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. 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 technician's response does not start until the materials are made available to the technician 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 technician 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.

5-5. The right to reply
The technician must be informed that they have the right to reply to the proposed action letter by means of written submissions, orally or by both methods. The technician is informed of the timeframe for making their reply. The timeframe will be specified in calendar days, a minimum of seven days will be afforded, and the technician will be informed of the process for requesting extensions of time to reply. The employer must provide a reasonable amount of excused absence for the technician to prepare their reply. At a minimum, this is four (4) hours and should be longer if the circumstances require.

5-6. HRO technical assistance
The technician must be provided with the name and contact information for a member of the HRO that will be available to assist the technician with technical assistance about the adverse action process. The HRO member cannot provide representation for the technician concerning the merits of their case, but is limited to providing procedural advice.

5-7. The deciding official
The technician is provided with the identity and contact information of the individual to whom they must reply if they decide to make a reply. This individual must be higher in the supervisory chain of the technician than the supervisor who proposed the adverse action. The deciding official must be reasonably available during the period for reply and any extensions. Contact information including address, telephone numbers and email address will be provided.

5-8. Employee assistance information (optional)
If it reasonably appears that a personal problem may have contributed to the cause for the adverse action, it is encouraged that employee assistance information be provided to the technician. Providing employee assistance information is for the voluntary use of the technician only and will be used for no other purpose.

Chapter 6
Technician's Reply

The technician named in a proposed action letter has the right to reply to any fact or procedural issue raised by that letter. The technician (or their representative) may reply in writing, orally or by both methods. Witnesses will not be called during the reply portion of an adverse action. Voluntary statements or documents may be submitted as a portion of any reply. More than one reply by the technician may be submitted during the reply step. A reply is not required, and no adverse inference may be drawn from the fact that a reply was not made.

Chapter 7
The Original Decision Letter

7-1. General
The deciding official named in the proposed action letter must make the original decision; this duty may not be delegated. The original decision letter will be prepared in conjunction with the HRO. The original decision letter contains the following parts: 1. A statement of what action has been decided upon; 2. The date the action will be effective; 3. Reference the technician's replies; 4. The reasons for the decision; 5. HRO assistance information; and 6. Appeal rights. The original decision letter is issued as soon as practical after the period for the technician reply has ended. A sample original decision letter is contained in Appendix E.

7-2. Statement of what action has been decided upon

The deciding official may uphold the proposed action, select a less severe penalty, or take no action at all. A more severe penalty than recommended in the proposed action letter may not be imposed. If a suspension is decided upon, the number of days should be clearly stated. If a change to a lower grade is decided upon, the grade and step for the lower grade must be specified.

7-3. The effective date
The deciding official will specify the date that the action taken will be effective on. The effective date may not be before the date of the original decision letter. If the action decided upon is removal, the removal cannot be effective on a date sooner than 30 days after the date of the proposed action letter.

7-4. Reference to the technician's replies
The original decision letter will refer to all replies received from the technician. If an oral reply is received, the original decision letter must provide a brief description of the issue or issues raised in the reply. When referencing replies, the original decision letter will note all issues raised in the replies and indicate if the issues were resolved. If no reply is received, this fact will be noted as well. No adverse inference may be made from the fact that no reply has been received.

7-5. Provide the reasons for the decision
The original decision will explain what causes in the proposed action letter were sustained and which were not. The causes need not be restated. All "Douglas Factors", found in Appendix F, that apply to resolution of each cause will be noted. When the penalty proposed in the proposed adverse action letter is to be imposed, an explanation of why such penalty is appropriate will be included. Any modification of the penalty from that included in the proposed action letter will be explained.

7-6. Provide HRO assistance information
The contact information for the member of the HRO that can provide technical and procedural assistance will be given. See section 5-6 above.

7-7. Appeal rights
Information about the right to appeal, the process for making the appeal and the types of appeals will be provided to the technician in the original decision letter. The letter will refer the technician to TPR 752-1. Notice will also be given that if an appeal is not made, or is not made in a timely manner, that the original decision letter will become final.

Chapter 8
Miscellaneous Provisions

8-1. Technician representatives
The technician who is the subject of an adverse action may choose any individual (other than a member of the HRO) to represent them. If the applicable collective bargaining agreement has provisions about representatives, those provisions will be followed. All representatives will be designated in writing with a statement of understanding that is substantially the same as that in the example found in Appendix G. Any changes of representation will be provided in writing.

8-2. Delivery of documents
The preferred method of delivery of documents is personal delivery with receipt of delivery noted on the retained copy of the delivered document; see the example letters in Appendices B, C, and E. The acknowledgement of a document is only an admission that the document was received and does not constitute agreement with the contents of the received document. Documents received by or provided to the designated representative will be deemed to be received by the technician represented. If personal delivery cannot be accomplished, delivery may be accomplished by mail or email. Delivery by mail must be by certified, return receipt requested, delivery. Delivery by mail is effective on the date signed for. Delivery by email is effective on the date the email is opened by the technician's account.

8-3. Counting of days
In all actions which specify that some follow-on action must take place within a certain number of days, the day of delivery is not counted in that number of days. The first day of the specified time period is the next calendar day after delivery. All calendar days are then counted, provided that the last day of the period cannot be a non-work day. If the period ends on a non-work day, the follow on action must be completed by close of business on the next scheduled work day.

8-4. Requests for extension of time limits
All requests for extension of time limits will be made to the 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 and initial requests for short extensions routinely should be granted even if unsupported by stated facts and reasons. 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.

8-5. Harmful error
A harmful error is an administrative or procedural error which may have caused management to reach a conclusion different than the one it reached, or an error that substantially diminishes the technician's ability to prepare and present a defense to the proposed adverse action. Harmful errors must be alleged immediately upon discovery. The burden of proof for showing that an error was a harmful error is on the technician. If an alleged harmful error is not immediately raised, the harmful error is deemed waived. Immediately means by separate writing or in the next scheduled response, such as the technician's reply.

8-6. Corrective actions
If an administrative or procedural error occurs but can be corrected to prevent or eliminate harm, the correction must be made. This may be done by issuing a new letter, allowing additional reply or response time or other such action as long as it may be clearly shown that the action as corrected afforded the technician with all the due process that they are entitled to.

8-7. Cancelling and re-starting adverse actions
Adverse actions are administrative actions, not criminal actions and are not subject to "double jeopardy" rules. At any time before an original decision letter is issued, an adverse action may be cancelled, changed and restarted. If an adverse action is cancelled for purposes of starting it over, the technician affected by the adverse action must be made whole. Making a technician whole means returning that technician to the position they would have been in had the action not been started. This may include returning the technician to a position they previously held, restoring leave and back-pay. All references to the action, to include cancellation, must be removed from the technician's files.

8-8. Last chance agreements
On occasion it may be desirable to enter into a last chance agreement, rather than immediately removing a technician from their Federal position. This is a determination that is at the sole discretion of the original decision maker or the final appeal authority. Last chance agreements hold removals in abeyance on certain conditions. These conditions must be part of the last chance agreement: (a) the continued good behavior of the technician with no repeat of a like offense, or one of like severity, (b) the continued good performance of the technician, (c) a written admission by the technician that they committed the offense that they were accused of, (d) that that offense would justify their removal, (e) how long this last chance agreement will remain in effect (not more than 2 years) and (f) that if they violate this last chance agreement during the period that it remains in effect that their removal can be effected immediately with no right to appeal. Any such last chance agreement must be reduced to writing and signed by the original decision maker/final appeal authority, the technician and their representative (if any).

8-9. Stay of imposition of penalties other than removal
On occasion it may be desirable to not impose a penalty based upon justice or the needs of the organization. Where an original decision has been issued and no appeal is pending, or where the final appeal authority has made a determination on an appeal, a penalty may be directed, but not imposed based upon certain conditions. These conditions must be part of the stay of imposition: (a) the continued good behavior of the technician with no repeat

of a like offense, or one of like severity, (b) the continued good performance of the technician, (c) the period of time that the stay of imposition will remain in effect (not more than 1 year) (d) acknowledgement by the technician that a violation of this stay of imposition will result in the immediate imposition of the penalty previously imposed, and (e) acknowledgement by the technician that the new offense that constituted a breach of the stay of imposition will be the subject of an entirely separate adverse action.

8-10. Drug or alcohol use

Where drug or alcohol use is cited as a defense or contributing factor for a technician's misconduct, the misconduct will be dealt with separately from the drug or alcohol use problem. The employee will be referred to a medical provider or an employee assistance program for the drug or alcohol use. The misconduct will be treated in the same manner that all such misconduct dealt with and similar penalty for a similar offense will be imposed. If the penalty imposed is a penalty other than removal and the technician can establish that the drug or alcohol use is a handicapping condition, then reasonable accommodations may be made. If the penalty imposed is removal, consideration should be made about the date of the proposed removal to allow the technician to obtain medical or treatment services as recommended by competent medical or professional authority.

Appendix A
References

Section I
Required Publications

This section contains no entries.

Section II
Related Publications

AFI 90-301
Inspector General Complaints

AR 11-2
Management Control

AR 15-6
Procedures for Investigating Officers and Boards of Officers

AR 20-1
Inspector General Activities and Procedures

AR 690-12
Equal Employment Opportunity and Affirmative Action

AR 690-400
Total Army Performance Evaluation System

Comptroller General Decision – Excused Absence
39 Comp. Gen. 203 (1958)

DA Memo 690-7
Employee Administrative Grievance System

DoDD 1400.25
DoD Civilian Personnel Management System

PL 90-484
Technician Act of 1968

PL 92-261
Equal Employment Opportunity Act 1972

PL 95-454
Civil Service Reform Act of 1978 (CSRA)

TPR 200
National Guard Bureau Personnel Management

TPR 300(351)
Reorganizations, Realignments, and Reduction in Force

TPR 430
National Guard Technician Appraisal Program

TPR 715
Voluntary and Non-Disciplinary Actions

5 CFR 300
Employment, General

5 CFR 550, Subpart H
Pay Administration (Back Pay)

5 USC 301
Departmental Regulations

5 USC Chapter 23
Merit System Principles

5 USC Chapter 43
Performance Appraisal

5 USC Chapter 71
Labor-Management Relations

32 USC 709
Technicians: employment, use, status: A codification of the National Guard Technician Act, Public Law 90-486 of 1968

42 USC
The Public Health and Welfare

Section III
Prescribed Forms

This section has no entries.

Section IV
Referenced Forms

DA Form 11-2-R
Management Control Evaluation Certification Statement

DA Form 2028
Recommended Changes to Publications and Blank Forms

NGB Form 904-1
Supervisor's Record of Technician Employment

Appendix B
Sample Letter of Reprimand

Heading: (name, date, etc.)
Subject: Letter of Reprimand

1. This letter is a reprimand for your conduct on (time and location). At that time, you (specify the details, who, what and effect). This has had an adverse impact on the organization by (specify impact).

2. A repeat of this or similar conduct may result in more severe action being taken such as suspension, reduction to a lower grade or removal.

3. This letter was coordinated with the Human Resource Office and will remain in your Official Personnel File (OPF) for a period of (time period).

4. This letter may be grieved using the (State or negotiated grievance procedure).
(For letters of reprimand where TAG issued it as a reduction from a more severe penalty in an adverse action appeal, this paragraph should state that this letter is a result of an appeal proceeding and may not be grieved.)

5. (Optional) Provide employee assistance information.

Signature block

I _____, have received this letter of reprimand this ___ day of _____. My signing below is not agreement with the content, only acknowledgement that I have received a copy of it.

_____
Technician name

Received this ___day of _____, by the HRO for placement in the employee file of _____, for a period not to exceed _____.

_____
HRO

Appendix C
Sample Proposed Action Letter

Heading: (name, date, etc.)
Subject: Proposed Action Letter

1. This is notification that I propose to (suspend and/or change to lower grade or remove) you from your position as (title and grade of technician position). The cause for this action is (a complete explanation of the cause {or offense} including the who, what, when and where. {Include all separate charges such as AWOL and misuse of a government vehicle, but not offenses of different severity for the same action such as AWOL, failure to follow leave procedures and unexcused tardiness}.

2. I propose to (suspend you for __ number of days, reduce you to ____grade, step_____, or remove you from your technician employment). {In removal cases add} This letter constitutes your 30 day notice of removal.

3. The witnesses known to me are (names and positions). You are entitled to interview them, and any other employees or military members who may have relevant information, if they are willing to be interviewed. You may arrange interviews on your own or with my assistance. I have enclosed all documents that I have relied upon for

your use. Or: You may review and copy the documents I have relied upon by making arrangements with _name_ at _location_. {NOTE: the period for the technician to reply does not start until the supporting documents are made available to the technician}.

4. You have the right to reply to this proposed action letter orally, in writing, or by both methods to Name, address and contact information who will receive your reply(s) and will issue the original decision letter after the period for reply has ended. You will be granted amount of time, hours or days of excused absence to prepare your reply. Arrange for the use of this time with your immediate supervisor.

5. The Human Resource Office (HRO) has been consulted on the issuance of this letter and name, and contact information of the HRO is available to answer your procedural questions. This HRO member is not your representative.

6. After the period for your reply has ended, name, address and contact information will issue the original decision letter. If you require more time to reply, you must request an extension from the original decision maker in writing, providing the reasons for the extension and the period of time the extension is requested for. This request must be received by the original decision maker before the end of the reply period. The original decision maker may grant all, a portion, or none of this extension request.

7. (Optional) Provide employee assistance information.

Signature block

I _____, have received this letter of proposed action this ___ day of _____. My signing below is not agreement with the content, only acknowledgement that I have received a copy of it.

_____
Technician name

Appendix D
Table of Penalties for Various Offenses

The table of penalties below is a guide; it is not all-inclusive. The penalties are graduated in severity based on whether the alleged offense is the first, second, or third. Conduct that was the subject of counseling or admonishment is not an offense for purposes of this table. For example, if a technician was counseled for unexcused tardiness and admonished for a second instance of unexcused tardiness and management then decides to take disciplinary action for a third instance of unexcused tardiness, this third instance is the first offense for purposes of this table. More serious types of misconduct have a more serious suggested penalty or range of penalties for a first offense than less serious types of first offenses. The table provides suggested penalties and should not be applied inflexibly so as to impair consideration of factors relevant to the individual case. Note: Numbered remarks in last column follow this table.

Table D-1.
Penalty Guide

Item	Nature of Offense	Sub-category	First Offense	Second Offense	Third Offense	Remark
1a	Attendance related offenses	Unexcused tardiness	Letter of reprimand	Letter of reprimand to 1 day suspension	2-day to 5-day suspension	1
1b		Failure to follow established leave procedures	Letter of reprimand to 1-day suspension	1-day to 5-day suspension	5-day suspension to removal	

Item	Nature of Offense	Sub-category	First Offense	Second Offense	Third Offense	Remark
1c		Absence without leave (AWOL) includes leaving work site without permission	Letter of reprimand to 1-day suspension	1-day to 15-day suspension	5-day suspension to removal	2
2a	Failure to observe written regulations, rules	Violation where safety to persons or property is not involved	Letter of reprimand to 1-day suspension	1-day to 15-day suspension	2-day suspension to removal	3
2b		Violation where safety to persons or property is involved	Letter of reprimand to removal	30-day suspension to removal	Removal	3
3a	Breach of security regulations or practices	Classified information is not compromised and breach is unintentional	Letter of reprimand to 5-day suspension	1-day to 15-day suspension	2-day suspension to removal	
3b		Classified information is not compromised and breach is intentional	Letter of reprimand to removal	30-day suspension to removal	Removal	
3c		Classified information is compromised and breach is unintentional	Letter of reprimand to 15-day suspension	2-day suspension to 30-day suspension	30-day suspension to removal	
3d		Classified information is compromised and it is a deliberate violation	30-day suspension to removal	Removal		
4a	Alcohol-related offenses	Unauthorized use of alcoholic beverages while on Govt. premises or in a duty status	Letter of reprimand to 15-day suspension	15-day to 30-day suspension to removal	30-day suspension to removal	4
4b		Sale or transfer of alcoholic beverage on Govt. premises or while any person involved is in a duty status	Letter of reprimand to 15-day suspension	15-day to 30-day suspension to removal	30-day suspension to removal	4
4c		Reporting to or being on duty while under the influence of alcohol to a degree which interferes with proper performance of duty, a menace to safety, or prejudicial to the maintenance of discipline	Letter of reprimand to 15-day suspension	15-day suspension to removal	Removal	4
5a	Drug-related offenses	Introduction of an unlawfully possessed controlled substance to a work area or Govt. installation for personal use	Removal			4
5b		Reporting to or being on duty while under the influence of unlawfully used drugs to a degree which interferes with proper performance of duty, a menace to safety, or prejudicial to the maintenance of discipline	Letter of reprimand to removal			4
5c		Introduction of a controlled substance to a work area or Govt. installation with the intent to unlawfully distribute it	Removal			4

Item	Nature of Offense	Sub-category	First Offense	Second Offense	Third Offense	Remark
6a	False statements	Deliberate misrepresentation, exaggeration, falsification, concealment or withholding of a material fact	Letter of reprimand to removal	1-day suspension to removal	15-day suspension to removal	7
6b		Making false or unfounded statements against coworkers, supervisors, subordinates or Govt. officials which tend to damage the reputation or undermine the authority of those concerned	Letter of reprimand to removal	30-day suspension to removal	Removal	
6c		False statements, misrepresentation, or fraud in entitlements; time card, leave form, travel voucher	Letter of reprimand to removal	30-day suspension to removal	Removal	5
6d		False statements, misrepresentation on documents pertaining to qualifications, or other official record	Letter of reprimand to removal	Removal		6
7a	Refusal to testify; interference or obstruction	Refusal or willful failure to testify or cooperate in a properly authorized inquiry or investigation	3-day suspension to removal	5-day suspension to removal	Removal	
7b		Interference with or attempting to influence or attempting to alter testimony of witnesses or participants	5-day suspension to removal	30-day suspension to removal	Removal	
7c		Attempting to impede inquiry or investigation or to influence investigating officials	10-day suspension to removal	30-day suspension to removal	Removal	
8	Insubordination	Refusal to obey lawful orders, defiance of authority	Letter of reprimand to removal	5-day suspension to removal	Removal	
9a	Fighting; creating a disturbance	Creating a disturbance resulting in an adverse affect on morale, production or maintenance of proper discipline	Letter of reprimand to 5-day suspension	5-day to 10-day suspension	Removal	8
9b		Threatening or attempting to inflict bodily harm	Letter of reprimand to 15-day suspension	15-day suspension to removal	30-day suspension to removal	8, 19
9c		Hitting, pushing, or other acts against another without causing injury	Letter of reprimand to 30-day suspension	30-day suspension to removal	Removal	8, 19
9d		Hitting, pushing, or other acts against another causing injury	30-day suspension to removal	Removal		8
10a	Discourtesy	Rude, unmannerly, impolite acts or remarks (non-discriminatory)	Letter of reprimand to 1-day suspension	Letter of reprimand to 5-day suspension	1-day to 10-day suspension	9
10b		Use of insulting, abusive, offensive, obscene language, gestures or similar conduct (non-discriminatory)	Letter of reprimand to 10-day suspension	5-day suspension to removal	30-day suspension to removal	9

Item	Nature of Offense	Sub-category	First Offense	Second Offense	Third Offense	Remark
11	Stealing	Stealing, actual or attempted, unauthorized possession of Govt. property or property of others, or collusion with others to commit such acts	Letter of reprimand to removal	Removal		10
12a	Misuse or abuse of Govt. property or personnel	Negligent loss, destruction or damage to Govt. property	Letter of reprimand to 5-day suspension	Letter of reprimand to removal	15-day suspension to removal	10
12b		Loss or damage to Govt. property, records or information when a technician is entrusted in safeguarding Govt. property as a requirement of the job	Letter of reprimand to 15-day suspension	Letter of reprimand to removal	15-day suspension to removal	10
12c		Using Govt. property or personnel in duty status for other than official purposes	Letter of reprimand to removal	1-day suspension to removal	15-day suspension to removal	10
12d		Misuse of Govt. credentials	Letter of reprimand to removal	5-day suspension to removal	15-day suspension to removal	
12e		Willful use or authorizing use of Govt. vehicle or aircraft for other than official purpose	30-day suspension to removal	Removal		11
12f		Intentionally mutilating or destroying a public record	Removal			12
13a	Sleeping on duty	Where no danger to persons or property is involved	Letter of reprimand to 1-day suspension	Letter of reprimand to 5-day suspension	5-day suspension to removal	
13b		Where danger to persons or property is involved	Letter of reprimand to removal	15-day suspension to removal	30-day suspension to removal	
14a	Loafing; delay in carrying out instructions; dereliction of duty	Idleness or failure to work on assigned duties	Letter of reprimand to 3-day suspension	Letter of reprimand to 5-day suspension	5-day suspension to removal	
14b		Delay or failure to carry out instructions within the time required	Letter of reprimand to 15-day suspension	3-day suspension to removal	5-day suspension to removal	
14c		Dereliction of duty	Letter of reprimand to removal	5-day suspension to removal	Removal	
15a	Gambling	Participating in an unauthorized gambling activity on Govt. premises or in a duty status	Letter of reprimand	1-day to 5-day suspension	5-day to 30-day suspension	
15b		Operating, assisting or promoting unauthorized gambling activity on Govt. premises while in duty status or while others are in a duty status	15-day suspension to removal	Removal		
16	Prohibited job actions	Participating in or promoting a strike, work stoppage, slow down, sick out or other prohibited job action	Removal			

Item	Nature of Offense	Sub-category	First Offense	Second Offense	Third Offense	Remark
17	Indebtedness	Failure to honor just financial obligations in a proper and timely manner	Letter of reprimand	Letter of reprimand	Letter of reprimand	13
18a	Sexual harassment	Not involving a subordinate	Letter of reprimand to 5-day suspension	5-day suspension to removal	10-day suspension to removal	14
18b		Involving a subordinate	3-day suspension to removal	10-day suspension to removal	30-day suspension to removal	14
19	Discrimination because of race, color, religion, age, sex, national origin, political affiliation, handicap or marital status	Prohibited discriminatory practice in any aspect of employment and includes failure to prevent or curtail discrimination of a subordinate when the supervisor knew or should have known of the discrimination	Letter of reprimand to removal	30-day suspension to removal	Removal	15
20a	Reprisal	Intentional interference against exercising the right of, or reprisal against a technician for exercising a right to grieve, appeal or file a complaint through established procedures	Letter of reprimand to removal	5-day suspension to removal		
20b		Intentional interference with right to exercise, or reprisal against a technician for exercising a right under 5 USC 7101	Letter of reprimand to removal	5-day suspension to removal		
20c		Intentional reprisal against a technician for providing information to the IG, EEOC or NGB investigator, or for testifying in an official proceeding	30-day suspension to removal	Removal		.
21	Constitutional violation	Violation of constitutional rights, freedom of speech, association, religion	Letter of reprimand to removal	5-day suspension to removal	30-day suspension to removal	
22a	Political activity	Violation of prohibition against soliciting political contributions	Removal			
22b		Violation of prohibition against campaigning or influencing elections	30-day suspension to removal	Removal		
23	Misappropriation	Directing or rendering without a supervisor's direction services known not to be covered by appropriations	Removal			
24a	Misuse of Govt. charge card; travel or purchase	Deliberate or negligent travel card misuse, abuse, delinquency and fraud	Letter of reprimand to removal	5-day suspension to removal	10-day suspension to removal	
24b		Purchase card use for deliberate or negligent illegal, improper, or incorrect purchase	Letter of reprimand to removal	14-day suspension to removal	30-day suspension to removal	

Item	Nature of Offense	Sub-category	First Offense	Second Offense	Third Offense	Remark
25a	Conduct unbecoming a National Guard technician	Immoral, indecent, or disgraceful conduct	1-day suspension to removal	Removal		
25b		Solicitation of or accepting anything of monetary value from person seeking contracts or other financial gain	10-day suspension to removal	Removal		16
26a	Uniform wear	Failure to wear uniform while performing duties as a military technician	Letter of reprimand	Letter of reprimand to 1-day suspension	1-day to 5-day suspension	17
26b		Failure to wear uniform properly	Letter of reprimand	Letter of reprimand to 1-day suspension	1-day to 5-day suspension	17
27	Misuse of Govt. communication systems & equipment	Intentionally using Govt. communication systems for other unauthorized purposes	Letter of reprimand to 15-day suspension	Letter of reprimand to removal	15-day suspension to removal	18

Remarks:

1. This includes delay in reporting at the scheduled starting time, returning for lunch or break periods, and returning after leaving workstation on official business. Penalty depends on the length and frequency of tardiness. Fourth offense typically may warrant 5-day suspension to removal.

2. These penalties generally do not apply to Absent Without Leave (AWOL) charged for tardiness of one hour or less. If a technician is absent without leave being approved, it is appropriate the time be recorded as AWOL and later changed to an approved leave category only when the approving authority determines that extenuating circumstances were such the absence is improperly charged to AWOL. This offense includes leaving the workstation without permission. Penalty depends on length and frequency of absences. Removal may be appropriate for a first or second offense if the absence is prolonged.

3. “Persons” includes “self”. Penalty depends on seriousness of injury or potential injury and extent or potential extent of damages to property.

4. Using the Employee Assistance Program (EAP) and “reasonable accommodation” for assistance will not normally stop management from carrying out an adverse action.

5. This offense includes falsifying information on a time card, leave form, travel voucher, or other document pertaining to entitlement.

6. Removal is warranted when selection was based on falsified resume or credentials, where falsification was intentional and/or where the technician occupies a position with fiduciary responsibilities.

7. This offense includes perjury, making false sworn statements, and lying to the supervisor.

8. Lawful self-defense or defense of another is not an offense. Penalty may be exceeded based on such factors as type of threat, provocation, extent of injuries, whether actions were defensive (but in excess lawful self-defense or defense of another) or aggressive in nature, or whether actions were directed at a supervisor.

9. Penalty for fourth offense within one year may be 14-day suspension to removal. Penalty may be exceeded if discourtesy or similar conduct was directed to a supervisor.

10. Penalty depends on such factors as the value or the property or the amounts of employee time involved, and the nature of the position held by the offending employee, which may dictate a higher standard of conduct.

11. In accordance with 31 USC§ 1349, penalty cannot be mitigated to less than 30-day suspension.

12. Penalty dictated by 18 USC§ 2071.

13. There must be a clear nexus between efficiency of the service and the debt complaint.

14. Sexual Harassment – Influencing, offering to influence, or threatening the career, pay, job, or work assignment of another person in exchange for sexual favors; or deliberate or repeated offensive comments, gestures, or physical contact of a sexual nature. Appropriate penalty depends on the facts in a given case weighed against National Guard policy that sexual harassment will not be tolerated. Where conduct creates a hostile or offensive work environment, removal is warranted for a first offense.

15. Includes failure to prevent or curtail discrimination of a subordinate when the supervisor knew or should have known of the discrimination. Appropriate penalty depends on the facts in a given case weighed against National Guard policy that discrimination is prohibited.

16. DoD Directive 5500.7 contains exceptions to this general prohibition of accepting gratuities.

17. IAW 32 USC§709(b), AR 670-1, AFI 36-2903, TPR 400.6(e), and TPR 400.12(b).

18. Telephone, facsimile machine, pager, e-mail, Internet, cellular phone, personal digital assistant (PDA), video camera, tape recorder, or other commercial information systems paid for by the Government.

19. Metz Factors – Management must weigh the evidence in order to determine if a "threat" has actually occurred. Evidence of an employee's intent in making a statement can show the statement was or was not a threat. Rumors, or fear based on rumors, cannot suffice to prove an employee threatened anyone. Management should not, however, disregard subjective evidence of fear or intent. Remember objective evidence typically bears the heaviest weight.

The five "Metz Factors" provide a framework to weigh the evidence fairly and must all be considered, and are as follows:

a. Listener's reactions
b. Listener's apprehension of harm
c. Speaker's intent
d. Any conditional nature of the statements
e. Attendant circumstances

Appendix E
Sample Original Decision Letter

Heading: (name, date, etc.)
Subject: Original Decision Letter

1. On date, Major John Smith proposed that you be removed from National Guard technician employment. I have decided that there is (cause for your removal, or cause for taking adverse action but with some lesser specified penalty, or not cause for taking adverse action).

2. This action will be effective on date. (Note: for removals it cannot be effective sooner than the next workday after 30 days from the proposed action letter.)

3. I have considered your reply(s) of date(s). In your reply(s) you raised the following points or issues (summarize the substance of the technician reply(s)).

4. I have decided upon this action because (describe the reasons that support the imposition of whatever adverse action was imposed. The reasons for finding each cause must be spelled out, and reasons for not finding the issues raised in the technician's reply(s) and any Douglas Factors applied to the action should be included.)

5. The Human Resource Office (HRO) has been consulted on the issuance of this letter and Name, and contact information of the HRO is available to answer your procedural questions on your appeal rights. This HRO member is not your representative.

6. You have the right to appeal this original decision. You may request either an appellate review or an administrative hearing. You may not request both methods of appeal. The appellate review is accomplished by the State Adjutant General without the involvement of a NGB hearing examiner. This appellate review involves a review by the State Adjutant General of all pertinent records including the reply(s) of the technician and any documents submitted with the appeal. In an administrative hearing, a NGB hearing examiner from another State will gather all available and relevant facts through the administrative hearing process. After the hearing process, the NGB hearing examiner will issue a report of findings and recommendations to the State Adjutant General. In either method of appeal the final decision on appeal is issued by the State Adjutant General. You can appeal by sending a written notice to the HRO specifying which method of appeal you request. This request must be postmarked no later than 20 days after the date of this letter, or emailed to the HRO no later than 20 days from the date of this letter. If a request for extension of this appeal period is requested, such request is directed to the State Adjutant General and must be received within the 20 day period, and the reasons for the request must be included. The State Adjutant General will decide if the requests for extension should be granted or not.

Signature block

I _____, have received this original decision letter this ___ day of _____. My signing below is not agreement with the content, only acknowledgement that I have received a copy of it.

_____
Technician name

Appendix F
The "Douglas Factors"

In determining the appropriate remedy, management must observe the principle of "like penalties for like offenses in like circumstance." This means penalties will be applied as consistently as possible. Management must establish the penalty selected does not clearly exceed the limits of reasonableness. A well-known Merit Systems Protection Board (MSPB) case *(Douglas v. Veterans Administration*) addressed this issue in detail. A number of factors which management must weigh in deciding an appropriate course of action are discussed in this case. These factors are often referred to as the "Douglas Factors". Some factors may not be applicable to a given case; relevant factors must be considered. Bear in mind, however, certain offenses (e.g., drug trafficking) warrant mandatory penalties.

F-1. Appropriateness of the Penalty
In both the appellant review and the administrative hearing, a vital consideration is whether or not a disciplinary penalty is fair and reasonable. In determining the appropriate penalty, management must observe the principle of "like penalties for like offenses in like circumstances". This means penalties will be applied as consistently as possible.

a. Consider the nature and seriousness of the offense, and its relation to the technician's duties, position, and responsibilities, including whether the offense was intentional or inadvertent, or was committed maliciously or for gain, or was frequently repeated.

b. Consider the technician's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position.

c. Consider the technician's past disciplinary record.

d. Consider the technician's past work record, including the length of service, performance on the job, ability to get along with fellow workers, and dependability.

e. Consider the effect of the offense on the employee's ability to perform his/her job at a satisfactory level and its effect on supervisor's confidence in the technician's ability to perform assigned duties.

f. Consider the consistency of the penalty with those imposed on other technicians for the same or similar offenses.

g. Consider the consistency of the penalty with NGB guidance regarding disciplinary actions.

h. Consider the notoriety of the offense and its impact on the reputation of the agency.

i. Consider the clarity with which the employee was on notice of any rules violated in committing the offense, or any warning about the conduct in question.

j. Consider the potential for the technician's rehabilitation.

k. Consider mitigating circumstances surrounding the offense such as unusual job tensions, personal problems, mental impairment, harassment or bad faith, malice, provocation on the part of others involved in the matter, or deployment induced/combat related stress.

l. Consider the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

F-2. Past Discipline or Adverse Action

Management must ensure when a technician's past disciplinary or adverse action record is referred to, that it is in fact a past action (in effect) at the time the most recent conduct occurred. Otherwise, the TAG and/or Hearing examiner will have to find consideration of it improper and not rely on it.

Appendix G
Sample Letter of Representation

I, Name and duty position, appoint name and contact information, to act as my representative in this adverse action proceeding. All notices/letters provided to me will also be provided to my representative. Notices or letters received by either of us will be binding on both of us.

Printed Name of Technician

Signature of Technician

I, Name and contact information, agree to represent name of technician. I agree to represent him/her, to receive notices/documents /letters on his/her behalf. I am familiar with the adverse action regulation TPR 752 and with the Appeal procedures in TPR752-1. I understand that my actions will be binding on him/her in this action. I understand that my representation will continue until revoked in writing.

Printed Name of Representative

Signature of Representative

Appendix H
Sample Last Chance Agreement

Heading: (Name, Date, etc.)
Subject: Last Chance Agreement

1. On date, technicians name was proposed to be removed from his/her technician position because (state the facts and cause which support a termination). Technician's name admits and agrees that his/her actions would support his/her removal from the technician program.

2. The employer State National Guard, mindful of its right to terminate the above named employee, desires to allow them to continue in their position as an employee of the State National Guard under the following conditions:

a. That the employee will continue to perform their duties at an acceptable or higher level of performance.

b. That the employee will not commit any same or similar level of offense against the employer/employee relationship.

3. This Last Chance Agreement will remain in effect for a period of one-two years. If the employee should violate any terms of this agreement, the employee in consideration of their continued employment hereunder specifically agrees as follows:

a. That the removal proposed above may be effected immediately, without further notice provided that it is at least 30 days after the above referred to proposed action letter.

b. That no further right of appeal exists for the above proposed action, either by Administrative Hearing or Appellate Review.

4. This agreement will remain in force and effect for the entire period specified above, and shall not lapse or become void because of change of supervisor or change of technician position by the technician.

Signature blocks for:

_____
Technician

_____
Technician Representative (if any)

_____
Original Decision Maker

_____
HRO Representative

Glossary

Section I
Abbreviations

ADR
Alternative Dispute Resolution

AG
Adjutant General

ANG
Air National Guard

AR
Army Regulation

ARNG
Army National Guard

CFR
Code of Federal Regulations

CNGB
Chief, National Guard Bureau

DA
Department of the Army

DoD
Department of Defense

DoDD
Department of Defense Directive

EAP
Employee Assistance Program

EO
Executive Order

EEO
Equal Employment Opportunity

EEOC
Equal Employment Opportunity Commission

ERS
Employee Relations Specialist

FLRA
Federal Labor Relations Authority

FY
Fiscal Year

HQDA
Headquarters, Department of the Army

HRO
Human Resources Office(r)

IG
Inspector General

JAG
Judge Advocate General

MFR
Memorandum for Record

MOS
Military Occupational Specialty

MSPB
Merit Systems Protection Board

NGB
National Guard Bureau

OPF
Official Personnel Folder

OPM
Office of Personnel Management

PL
Public Law

TAG
The Adjutant General

TAP
Technician Assistance Program

TPR
Technician Personnel Regulation

TDY
Temporary Duty

USC
United States Code

Section II
Terms

Absent Without Leave
Absence from duty not authorized by the proper leave-approving official.

Administrative Grievances
An administrative grievance system is provided for all employees not covered by a bargaining agreement. This grievance system provides technicians with the opportunity to receive an objective review of individual or group complaints regarding work conditions, employment decisions, etc.

Adverse Action
An official personnel action, usually taken for disciplinary reasons, which adversely affects an employee and is of a severity that a suspension, reduction in grade or status, or removal is warranted.

Cause
The reason that the adverse action is being proposed. Additional facts must be included in the proposed action letter to allow the technician to know the details (who, what, when and where) of the offense they are charged with.

Collective Bargaining Agreement
A written agreement between the agency and a labor organization, usually for a definite term, defining conditions of employment, rights of employees and labor organizations, and procedures to be followed in settling disputes or handling issues that arise during the life of the agreement.

Conditions of Employment
Personnel policies, practices and matters whether established by rule, regulation or otherwise, affecting working conditions. It does not include policies, practices and matters relating to prohibited political activities, to the classification of any position, or to the extent the matters are specifically provided for by statute.

Days
Calendar days.

Deciding Official
The deciding official is normally the next level supervisor or management official who resolves and renders decisions on grievances.

Disciplinary Action
Letter of reprimand or adverse action.

Double Jeopardy
The fact of taking adverse action on an employee twice for substantially the same offense. Adverse actions are administrative actions, not criminal actions and are not subject to “double jeopardy” rules. At any time before an original decision letter is issued, an adverse action may be cancelled, changed and restarted. If an Adverse action is cancelled for purposes of starting it over, the technician affected by the adverse action must be made whole.

Douglas Factors
A number of factors which management must weigh in deciding an appropriate course of action. In determining the appropriate remedy, management must observe the principle of “like penalties for like offenses in like circumstance.” This means penalties will be applied as consistently as possible. Management must establish the penalty selected does not clearly exceed the limits of reasonableness. A well-known Merit Systems Protection Board (MSPB) case *(Douglas v. Veterans Administration*) addressed this issue in detail.

Grievance
Request by an employee, or by a group of employees acting as individuals, for personal relief in a matter of concern of dissatisfaction which is subject to the control of agency management and relates to the employment of the employee(s).

Investigations
Management has a responsibility to investigate the charges against the technician and/or any defense raised by the technician, using AR 15-6, AFI 90-301, or any other investigation procedure. If management determines the conduct warrants criminal investigation, management must stop the investigation and contact the HRO and Staff Judge Advocate (SJA).

Metz Factors
Metz v. Dept. of Treasury, 780 F.2d 1001 (Fed. Cir. 1986), threats would be evaluated based upon: (1) the listener's reactions; (2) the listener's apprehension of harm; (3) the speaker's intent; (4) any conditional nature of the remarks; (5) the circumstances surrounding the incident.

Negotiated Grievances
Technicians who are covered by a collective bargaining agreement may exercise their right to file a negotiated grievance. A grievance is a complaint of a technician or labor organization concerning a claimed violation or misapplication of the collective bargaining agreement or any law, rule, or regulation affecting conditions of employment.

Nexus
A connection or link between conduct occurring away from the workplace or outside of the technician duty day and the technician workforce. Where a nexus is alleged, it must be fully explained in the cause portion of the letter. There must be a clear nexus between efficiency of the service and the debt complaint.

Preponderance of Evidence
The greater weight of the evidence, sufficient to incline a fair and impartial mind to one side of the issue rather than the other. A supervisor issuing a letter of reprimand must determine by a preponderance of the evidence that the facts supporting the issuance of the letter of reprimand are substantiated. Prior to serving a proposed action letter, a supervisor must develop the facts by a preponderance of the evidence that constitute cause for the adverse action.

Previously involved
Official must have directly influenced the decision regarding the matter being grieved or must have a personal interest in the matter.

Procedural Advice
Technical assistance provided by a member of the HRO, usually the Labor Relations Specialist, to assist a technician with procedures regarding the adverse action process.

Range of Penalties
A variation of possible penalties, that are graduated in severity based on whether the alleged offense is the first, second, or third offense.

Reasonable Accommodations
An action taken to adapt or adjust for a technician, done in a way that does not impose an undue hardship on the employer/agency.

Supervisor
Under 5 USC§ 7103, an individual employed full-time by an agency having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees; adjust their grievances or to effectively recommend such action. The performance of one or more of these duties qualifies an employee as a "supervisor" for labor relations purposes and excludes the employee from the bargaining unit.

Technician
Dual status and non-dual status technicians defined in 32 USC§ 709(e).

Weingarten rights
Refers to the right of a bargaining unit employee to be represented by the union when (1) the employee is examined in an investigation conducted by one or more representatives; (2) the employee reasonably believes disciplinary action against him or her may result; and (3) the employee requests union representation.

Labor Management Agreement

Between

THE ADJUTANT GENERAL
STATE OF WISCONSIN

And

CHAPTER 26
ARMY
ASSOCIATION OF CIVILIAN TECHNICIANS

January 2010 – January 2013

Labor-Management Agreement, January 2010 – January 2013

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NEGOTIATED AGREEMENT UNDER TITLE VII, P.L. (95-454)

PREAMBLE

This agreement is entered into under the provisions of Title VII, Public Law 95-454, hereinafter referred to as the "Employer" and The Association of Civilian Technicians, Wisconsin Chapter (Army), hereinafter referred to as the "Association."

The intent and purpose of this agreement is to promote and improve the effectiveness and efficiency of the Wisconsin Army National Guard and the welfare and security of its employees (technicians) within the meaning of the law. The parties hereinto concur that this can best be accomplished by a commitment to partnership.

The parties hereinto agree to assume responsibility for eliminating all practices that hinder efficient operation, affirm that they will cooperate in all these endeavors and exert concerted effort to strengthen good relations between the "Employer" and the "Employees."

Wherever language in this agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

Now therefore, be it hereby known, the undersigned parties hereinto agree to the following Articles.

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

It is hereby certified that the Association of Civilian Technicians, Wisconsin Chapter (Army), hereinafter referred to as the Association, has been designated and selected by a majority of the employees of the Wisconsin ARNG as their representative for purposes of exclusive recognition, and that pursuant to The law, the said organization is the exclusive representative of all the employees in such unit.

INCLUDED: All Wisconsin Army National Guard Technicians employed in the State of Wisconsin, except for the following:

EXCLUDED: All Management Officials, Supervisors, Guards, Employees engaged in Federal personnel work in other than a purely clerical capacity and professional employees.

ARTICLE 2

CONSULTATION AND NEGOTIATION

SECTION 1 - APPROPRIATE MATTERS FOR CONSULTATION: It is agreed and understood that matters appropriate for consultation or consideration between the Employer

and the Association are personnel policies, programs, procedures and personnel practices or other matters relating to or affecting general working conditions of employees in the unit which are within the discretion of the Employer. These include but are not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, RIF practices, and hours of work. Representatives of the Employer and the Association shall meet at reasonable times and confer in good faith with respect to personnel policies, practices and matters affecting working conditions under applicable laws and regulations, including policies set forth in the appropriate regulations, published agency policies and regulations, and national or other controlling agreement of a higher level.

SECTION 2 - DISPUTED INTERPRETATIONS OF APPLICABLE LAWS AND REGULATIONS: If in connection with negotiations, an issue develops as to whether a proposal is contrary to laws and regulations and therefore not negotiable, it may be resolved by either party submitting their interpretation to the head of the appropriate agency or primary national subdivision or the Federal Labor Relations Authority (FLRA) for determination after notifying the other party of its intent to do so.

ARTICLE 3

PROVISIONS OF LAW

SECTION 1 - APPLICABILITY: In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the appropriate regulations; by published agency policies and regulations in existence at the time the agreement was approved. Subsequently published rules or regulations which conflict with provisions of this agreement will not take precedence for purposes of the bargaining unit.

SECTION 2 - MANAGEMENT'S RIGHTS: Management officials of the Employer retain the right, in accordance with the law--

a. To determine the mission, budget, organization, number of employees, and internal security practices; and

b. In accordance with applicable law;

(1) To hire, assign, direct, lay off, and retain employees in the technician program, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;

(3) With respect to filling positions, to make selections for appointment from among properly ranked and certified candidates for promotion or any other appropriate source; and

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

c. Nothing in this section shall preclude the Employer and the Association from negotiating:

(1) At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational sub-division, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) Procedures which the Employer will observe in exercising any authority under this section; or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by the Employer.

(4) The provisions of (2) and (3) above are commonly known as Impact Bargaining.

ARTICLE 4

PARTNERSHIP

SECTION 1 – PARTNERSHIP AGREEMENT: The Agency/Union agree to maintain a Partnership **Committee** in accordance with the provisions of the Partnership Charter.

SECTION 2 - INTEREST BASED BARGAINING (IBB) TEAMS: a. Interest Based Bargaining. The parties agree that, when they form an Interest Based Bargaining Team composed of equal numbers of representatives appointed by the Association and the Agency, the proceedings of the Team will constitute Interest Based Bargaining. The recommendations of the team will be implemented without impact or interest negotiations (as the case may be) only if:

a. The deliberations of the Team result in a true consensus signified by the written assent of all team members.

b. The recommendations of the Team are adopted verbatim.

c. In the event either condition can not be satisfied, formal bargaining on negotiable matters will be required.

ARTICLE 5

LABOR - MANAGEMENT COOPERATION

SECTION 1 - LABOR MANAGEMENT CONFERENCES: The Employer or his/her representatives and representatives of the Wisconsin Chapter, Association of Civilian Technicians shall meet at times mutually agreed to, and confer in good faith with respect to

personnel policies and practices and matters affecting working conditions so far as may be appropriate under applicable laws and regulations, including published agency policies and regulations or other controlling agreements at a higher level (e.g. OPM, DoD, NGB). Subject matter will be exchanged two weeks in advance in writing. It is agreed that the Association will be permitted a maximum of two representatives (not from the same work activity) at all meetings and will be on official time and authorized use of Government transportation.

SECTION 2 - PUBLIC RELATIONS: The Labor Organization agrees to cooperate with the Employer in support of public relations and civic action projects during normal duty hours.

ARTICLE 6

CONSULTATION/IMPACT BARGAINING

SECTION 1 - CHANGES AFFECTING WORKING CONDITIONS:

a. Prior to implementation of changes in conditions of employment, or technician personnel policies and procedures, adversely affecting members of the bargaining unit, the Employer agrees to notify or, consult and/or bargain with the Association.

b. Negotiation of appropriate arrangements regarding the impact of changes will, if necessary, take place prior to any announcement of the change(s) proposed by management.

c. If the contemplated changes to policies and/or regulations have been prepared in draft form, the Employer agrees to provide copies of such drafts before implementation of the changes or meeting with the Association.

SECTION 2 - CONSULTATION AND/OR NEGOTIATION MEETINGS:

a. Upon the Association's receipt of notification or draft documents from the Employer, the Association will notify the Employer within ten (10) working days that formal discussion concerning the contemplated changes or the contents of the drafts is desired, whereupon a mutually agreeable date, time and place will be established.

b. The Employer and the Association agree to render decisions on cases not resolved at the meeting within fifteen (15) working days unless it is mutually agreed otherwise.

ARTICLE 7

UNFAIR LABOR PRACTICES

SECTION 1 - EMPLOYER RESPONSIBILITIES: It shall be an unfair labor practice for the Employer:

a. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the law;

b. To encourage or discourage membership in the Association by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;

c. To sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;

d. To discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under The law;

e. To refuse to consult or negotiate in good faith with the Association as required by the law;

f. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by the law;

g. To enforce any rule or regulation (other than a rule or regulation implementing Section 2302 of the law which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or

h. To otherwise fail or refuse to comply with any provisions of the law.

SECTION 2 - ASSOCIATION RESPONSIBILITIES: It shall be an unfair labor practice for the Association:

a. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the law;

b. To cause or attempt to cause the Employer to discriminate against any employee in the exercise by the employee of any right under the law;

c. To coerce, discipline, fine, or attempt to coerce a member of the Association 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;

d. To discriminate against an employee with regard to the terms or conditions of membership in the Association on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping;

e. To refuse to consult or negotiate in good faith with the Employer as required by the law;

f. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by the law;

g. To call, or participate in a strike, work stoppage, or slowdown, or picketing of the Employer in a labor-management dispute if such picketing interferes with the Employer's operation; or

h. To condone any activity described in subparagraph g. above by failing to take action to prevent or stop such activity or to otherwise fail or refuse to comply with any provision of the law.

i. The Association which is accorded exclusive recognition shall not deny membership to any employee in the unit except for failure to meet reasonable occupational standards uniformly required for admission, or for failure to tender initiation fees and dues uniformly required as a condition of acquiring and retaining membership. This paragraph does not preclude the Association from enforcing discipline in accordance with procedures under its constitution or by-laws, which conform to the requirements of the law.

SECTION 3 - JOINT RESPONSIBILITIES: Both parties agree to make a good faith effort to notify each other of an unfair labor practice prior to the filing of an unfair labor practice charge.

ARTICLE 8

RIGHTS AND RESPONSIBILITIES OF THE EMPLOYEE AND THE ASSOCIATION

SECTION 1 - RIGHTS OF THE EMPLOYEE:

a. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

b. An employee has the right to present appropriate grievances in accordance with this agreement.

c. An employee is permitted to decline to carry out a task when the employee has a reasonable belief that the task poses an imminent risk of death or serious bodily harm. Coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

d. No charge of wrongdoing shall be preferred either orally or in writing that does not inform the employee of the accusing party or parties unless such a disclosure is clearly prohibited by law. If such a disclosure of an accusing party or parties is denied by the Employer, the Employer will provide the legal cite.

e. **Supervisors shall not assign duties to an employee as a punishment or reward.**

f. Employees, who are geographically available to their supervisor, will initial all counseling, critical comments, disciplinary or adverse action entries in Block 12 of their individual NGB Form 904-1. Initialing will not imply agreement with the comments, merely concurrence with the date it is made. Entries made without an employee's knowledge or

initials should not be used against the employee in any administrative/personnel action by the Employer. All entries shall be either hand written or typed. An employee at any time may request to be provided a copy of his/her NGB Form 904-1.

g. The contents of this agreement are not intended to encompass all of the rights and benefits to which an employee may be entitled. Therefore, Employees should refer to appropriate **NGB or Wisconsin National Guard Technician Regulations (WING HRR), the Wisconsin Technician Handbook**, or consult with their supervisor and/or Association representative for information as to their specific rights and entitlements.

SECTION 2 - RIGHTS OF THE ASSOCIATION:

a. The Association has the opportunity, with the consent of the employee, to represent the employee during formal discussions on grievances. An Association representative will be authorized to attend such meeting without charge to annual leave or loss of pay.

b. An employee who is an official or representative of the Association may be excused by the Employer, without charge to leave, in conjunction with attendance at a training session sponsored by the labor organization or Government agency, provided the subject matter of such training is of mutual concern to the Government and the employee in his/her capacity as a labor organization representative and the Government's interest will be served by the employee's attendance. **Request will be made through the employee's immediate supervisor. Prior to endorsing or non-concurring, the immediate supervisor will determine whether mission essential requirements permit the employee to leave the workplace. The immediate supervisor's endorsement or non-concurrence, along with the employee's request, will be forwarded to the Director of Manpower and Personnel/J1 for final approval.**

(1) Training: Official time for this purpose will cover only such portions of a training session as meet the criteria above and will not normally exceed **three (3) normal working days** per calendar year for Association Officers and **two (2) normal working days** per calendar year for Association Stewards. Annually up to four (4) individuals, as designated by the Association, may utilize up to **four (4) normal working days** of official time each for national union training activities, in addition to the hours mentioned above. The Secretary or the Treasurer will be granted up to **two (2) normal working days** of official time to prepare and maintain records and reports required of the union by Federal agencies. All hours referenced in the above provision include applicable travel time.

(2) Requests for this type of official time will be submitted by the Association to the Employer in writing, ten (10) days in advance of the scheduled training session. Subject to the same criteria and limitations, an employee who is a representative of the Association with responsibilities under the Federal Wage System may also be excused for the purpose of attending a training session sponsored by the Association concerning FWS policies and operations. **Request must include specifically who is conducting the training and the subject matter to be covered in the training secession.**

(3) Travel and Per diem may be provided for up to two bargaining unit employees to travel to the semi-annual national training while on official time based on fiscal constraints.

(4) Lobbying: Up to four individuals designated by the Association will be allowed up to **five (5) normal working days** of official time annually (including travel time) for the purposes of visiting, phoning, and writing to Members of Congress regarding desired legislation (legislation that has not been introduced in either the Senate or the House of Representatives) concerning the conditions of employment of bargaining unit employees.

c. The Association will provide the Employer with a list that does not exceed seven Chief Stewards, eighteen Shop Stewards and the areas of representation not later than 1 January of each year. This list will establish the actual number of stewards and areas of representation that will remain in effect for the duration of this Agreement, unless mutually agreed otherwise by the Employer and the Association. The Association will provide the Employer with the changes of the Association Officers, Chief Stewards and Shop Stewards as they occur.

d. Use of Facilities.

(1) The Employer will provide office space at Fort McCoy in the MATES complex, Building 242 and at Camp Williams in the CSMS complex to conduct representational duties or other official union business. The Employer will provide the Association with a secure filing cabinet, desk and four chairs. All other necessary office equipment, which may be purchased by the Association, may also be located in this mutually agreed upon area for the exclusive use of the Union. A telephone line will be provided limited to local and/or credit card use only.

(2) The Association will be granted the use of meeting rooms for membership meetings at appropriate Wisconsin ARNG facilities when outside regular working hours and it will not interfere with other scheduled activities and when appropriately requested in writing to the custodian in charge of the facility. Arrangements for meeting rooms during lunch periods may be verbal and approved by the supervisor concerned.

e. Posting and Distribution of Literature

(1) Bulletin board space will be allotted to the Association in areas where employees congregate, on the basis of one bulletin board for each steward assigned to the facility. The supervisor will receive and consider the steward's request for space and location. In considering the steward's request, the supervisor and steward will coordinate what space is necessary.

(2) Literature posted or distributed within a Wisconsin ARNG facility must not violate any law, applicable provisions of this agreement, or the security of the Wisconsin ARNG facility, or contain scurrilous or libelous material. The Association is responsible for the contents of literature posted or distributed by their representatives.

(3) In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with organizing efforts and the internal management of the Association, including but not limited to the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petitions,

solicitation of signatures on dues withholding authorization form or forms revoking dues withholding authorizations, campaigning for Association office, and distribution of literature, may be conducted only during the non-work time of the employees involved. Similarly, when the Association schedules membership meetings, internal elections, workshops on negotiating skills or techniques, local, state or national conventions, or similar events wholly or partially within the scheduled working hours of employees, any employees attending or participating in such events shall do so in an annual leave, compensatory leave, or leave without pay status, except as provided for in this agreement or the negotiated Memorandum of Understanding.

f. The Employer agrees to place the Association on the distribution list for all **Director of Manpower and Personnel Wisconsin National Guard Human Resource Regulation (WING HRR)** and assure that policies and directives of the agency (OPM and NGB) on file are made available in the **Director of Manpower and Personnel/J1 (DMP/J1)** during normal duty hours.

g. The Association shall be granted permission to post appropriate information to the Partnership page within the **DMP/J1** Intranet site subject to the provisions of Article 8 Section 2e.

SECTION 3 - RESPONSIBILITIES OF THE ASSOCIATION: The Association is the exclusive representative of employees as outlined in the unit of recognition and is entitled to act for and to negotiate an agreement covering these employees, and to take such steps as are necessary to implement such agreement. It is responsible for representing the interests of all employees in the unit without discrimination and without regard to Association membership. The Association shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or matters affecting general working conditions of employees in the unit.

SECTION 4 - RESPONSIBILITIES OF THE EMPLOYEE:

a. To perform his/her duties as outlined in published job descriptions.

b. Give a full days labor for a full days pay; giving earnest effort and best thought to the performance of duties.

c. Use of Government communications resources shall be for official purposes only and is with the understanding that such use is not secure, not anonymous, and subject to monitoring. Inappropriate use of Government communications systems may be a basis for consideration of disciplinary action.

SECTION 5 - RECORDING OFFICIAL TIME:

a. Official Time: During Official Time, union officials or union officers will obtain authorization from their immediate supervisor to discontinue work for the purpose of union representation and will notify their immediate supervisor upon return. Approval will be given except in extraordinary situations that would seriously affect the workload. In such cases, the union official or union officer will be released at the earliest opportunity. The union official will

be permitted to contact the employee or management official involved advising them of his/her inability to be released from duty and what other arrangements will be made. The representative may be required to sign out and sign in with his/her supervisor. Representatives will notify the supervisor of the area being visited. Normally employees should use union representatives from their designated shop or work area when requirements for representation arise. Union officials granted official time for representation functions will keep their supervisor informed of their location in the event they need to be recalled for mission requirement emergencies.

b. Employees who are granted official time to perform representative duties of the Association will have the time recorded by the appropriate supervisor on the time and attendance sheets under using specific official time and attendance codes provided for that purpose.

ARTICLE 9

DUES WITHHOLDING

SECTION 1 - INTRODUCTION: Provisions covering Association dues withholding are provided in this article. The Association is responsible for procuring the allotment form (Standard Form 1187), distributing the form to their members, certifying the amount of its dues, and informing and educating their members on the allotment process for payment of dues, and the uses and availability of the required form. The amount of dues shall be stated on the SF 1187 as a percentage of basic salary. (The rate of basic salary means that rate of pay fixed by law or administrative action for the position held by the employee before deductions and exclusive of additional pay of any kind.)

SECTION 2 - STARTING ALLOTMENTS: Members return the form to the Association after completing Section B. The Association submits the completed and certified SF 1187 through the **DMP/J1** to the Technician/Civilian Payroll Office. Allotments are effective on the first complete biweekly pay period that occurs after employees complete their second full pay period, and after a properly completed and signed form is received by the Technician Payroll Office.

SECTION 3 - TERMINATION OF ALLOTMENTS: An allotment shall be terminated when: the employee leaves the unit as a result of any type of separation or permanent transfer to a non-bargaining unit position in the Wisconsin Army National Guard or upon loss of exclusive recognition by the Association or the agreement providing dues withholding is suspended or terminated by an appropriate authority outside DoD or the employee has been suspended or expelled from the Association.

SECTION 4 - NOTIFICATION OF LOSS OF MEMBERSHIP: The Association must promptly notify the Technician Payroll Office, in writing, when a member of the Association is expelled or ceases to be a member in good standing. Upon receipt of such notice the Technician Payroll Office stops the allotment as of the next complete pay period.

SECTION 5 - CANCELLATIONS:

a. Consistent with 5 USC §7115 an employee may voluntarily revoke allotment for the payment of dues at any time by completing SF 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and submitting it directly to the Technician Payroll Office. **Under the provisions of 5 U.S.C. §7115(a) an authorization for dues withholding may not be revoked for a period of 1 year.** When the employee does not use the form, other written notification signed by the employee is acceptable.

b. In **order for the SF 1188 to be timely, it must be submitted between the anniversary date of the effective date of the dues withholding and twenty-one (21) calendar days prior to the anniversary date. The parties will locally determine the method of implementation of this procedure.**

c. "Anniversary date" means the date the employee signed his/her first SF-1187 that caused the initiation of allotment withholding. If no copy of the initiating SF-1187 can be located by the Union, then the "Anniversary date" shall be assumed to be a date ten (10) days prior to the first day of the pay period that the Union allotments were withheld.

SECTION 6 - PAYROLL PROCEDURES: The USPFO Technician/Civilian Payroll Office will input the employee's union membership election. The dues computation for automatic deduction from the basic salary is accomplished by Defense Finance and Accounting Service (DFAS). The Employer agrees that all individual adjustments shall be made no later than the beginning of the third pay period after the effective date of change. The USPFO Tech/Civ Payroll Office is the point of contact for these processes.

ARTICLE 10

GENERAL PROVISIONS

SECTION 1 - INCENTIVE AWARDS: The Employer and the Association shall review the possibilities of increasing employee morale by the initiation of awards, incentives **(IAW WING HRR 451-2, National Guard Awards Program, Section II, paragraph 2-4)**, recreation programs, and such other activities as deemed appropriate. This shall be a matter of conference and discussion at periodic meetings.

SECTION 2 - DISTRIBUTION OF AGREEMENT: The Employer agrees to reproduce and distribute the formal agreement in sufficient quantity to permit initial distribution of one copy (electronic or hard copy) for each Bargaining Unit Member of the WIARNG. New employees will receive a copy of the contract during new employee orientation.

SECTION 3 - HEALTH PROGRAM: The Federal Employees Health Benefits Program helps to protect employees and their families against the cost of illness and accident. It is a voluntary program. Normally all permanent employees are eligible. The program is

administered under provisions of FEHB Handbook issued by OPM. The Employer will administer the authorized health benefits program in accordance with applicable directives.

SECTION 4 - MECHANIC TOOLS: The Employer agrees to provide mechanics tools as listed in official authorization documents, subject to their availability and the availability of funds, for mechanics employed. Employees shall not be required to expend personal funds for the purchase of tools required in the performance of their duties.

SECTION 5 - FORKLIFTS: Forklifts will not be operated by unit employees inside warehouses or maintenance facilities unless their operation is within the standards prescribed by appropriate safety codes.

SECTION 6 - LUNCH AND SANITATION FACILITIES: The Employer agrees to provide and maintain sanitation facilities. Where lunch areas are provided in space primarily designed for facility mission support, the joint use will be limited in order to maintain a sanitary area for eating lunch. Sanitation facilities and lunch areas are appropriate subjects for joint inspection by the supervisor and the steward. If an inspection is made, a copy of their inspection report, with corrective action taken or requested, will be forwarded through supervisory channels to the President of the Association.

SECTION 7 - LOCKERS: Upon request, employees will be provided with a clothing locker by the Employer as space and lockers become available and placed within the proximity of the workplace.

SECTION 8 - TRANSPORTATION FOR MEDICAL TREATMENT: Reference to on-the-job related injury. In accordance with WI HRR 810-1, when transportation to obtain medical care is not furnished by the Government, the employee may be reimbursed for travel expenses. Travel should be undertaken by the shortest route and by public conveyance such as bus service unless the employee's medical condition requires the use of a taxicab or specially equipped vehicle. An employee who uses his/her automobile will be reimbursed at the standard mileage rate for Government travel. Standard Form 1012 should be used to claim reimbursement for travel expenses. All items will be reimbursed on the basis of actual expense; a per diem allowance is not payable. Wages and travel expenses of an attendant to accompany the claimant may be approved if his/her condition is such that travel cannot be accomplished otherwise. Authorization for this expense should be obtained in advance of the travel if possible.

SECTION 9 – PERMANENT CHANGE OF STATION (PCS) MOVES: When a PCS move is authorized in accordance with law and regulation, it will be included on the job vacancy announcement. When a PCS has been authorized, the J1/HRO will ensure the selected employee receives appropriate information pertaining to the PCS benefits and options available to him/her.

SECTION 10: HAZARD AND ENVIRONMENTAL DIFFERENTIAL PAY

a. Employees engaged in duty involving unusually severe hazard or working conditions as prescribed in 5 CFR, Chapter 1, Part 532, Subpart E – Premium Pay and Differentials and 5 CFR, Chapter 1, Part 550, Subpart I – Pay for Duty Involving Physical Hardship or Hazard, may be entitled to differential pay.

b. Practices: Each supervisor and authorizing official shall have as their objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusually severe nature. Even though an environmental differential is authorized, there is a responsibility of supervisors and authorizing officials to initiate continuing positive action to eliminate danger and risk which contribute to or cause the hazard, physical hardship, or working conditions of an unusually severe nature. The existence of environmental differentials is not intended to condone work practices that circumvent Federal and State safety laws, rules and regulations. Hazard abatement issues will be addressed at the safety council

c. Determination. If an employee believes that his/her duties meet the requirements for hazardous/environmental differential pay, the employee will contact their supervisor.

SECTION 11 – WI NETWORK ACCESS AND EMAIL ACCOUNTS: It is the goal for all employees to have access to current organizational and job-related information using the WI network system. **Supervisors will ensure all employees will have computer access to technician related information.** When a supervisor determines that an employee requires an email account, the supervisor will request a WI email account using appropriate procedures.

SECTION 12 – IDENTIFICATION CARD: Dual status Technician employees and non-dual status employees are authorized to be issued a United States DoD Army Civilian identification card.

SECTION 13 – CHILD CARE SUBSIDY: The parties agree that quality child care is of mutual concern and interest. It is understood that the use of appropriated funds (technician salaries and expenses) to implement the Federal child care subsidy program may be used for this purpose, **subject to the availability of funds.** Options may be further negotiated through interest based bargaining.

ARTICLE 11

EMPLOYMENT PRACTICES

SECTION 1 – DISCRIMINATION: The Employer and the Association equally assert and support Title VII of the Civil Rights Act of 1964, as amended, prohibiting discrimination on the basis of race, color, religion, age, gender, national origin, disability, and rights exercised under current law and regulation.

SECTION 2 - POSITION DESCRIPTIONS: New employees receive a copy of their position description from the Employer. Employees shall receive changes in their position descriptions as they occur from the appropriate Employer representative.

SECTION 3 - QUALIFICATIONS: Employment will be on the basis of the best-qualified applicant for the position as determined by the selecting supervisor.

SECTION 4 - EMPLOYMENT COUNSELING:

a. The Employer will establish procedures that assure new employees have information on the technician program benefits. A checklist will be used for this purpose and the employee and counselors will both sign the checklist upon completion. The **DMP/J1** retains the checklist for a period of six months.

b. A Union official may give the Union portion of the new employee briefing.

SECTION 5 - PRE-RETIREMENT COUNSELING: Employee may request pre-retirement counseling during the six-month period prior to their eligibility for optional retirement. The employee will be informed of benefits concerning comparison between early retirement and delayed retirement. This will include information on the approximate amount of any annuity.

SECTION 6 - REASSIGNMENTS: **The Employer agrees to notify the Association in writing of technician reassignments as they occur in accordance with the Privacy Act**. This shall be for reassignments from one position to another while the technician is serving continuously, without promotion or demotion. This requirement shall only apply to those technicians who are represented by the Association. This would not include situations where only a change in job title, job numbers or occupational code occurred as a result of keeping job descriptions current or a relocation of the same job.

SECTION 7 - EXCEPTIONS TO WEAR OF THE MILITARY UNIFORM: Recognizing that certain Excepted Service employees must wear the military uniform while performing their technician duties, and in order not to breach the statutory duty of fair representation to all bargaining unit employees without regard to union membership, the parties agree to the following:

a. Officers and Stewards will not be required to wear the military uniform while:

(1) Performing representational duties at third step grievance proceedings.

(2) Representing the Union in a third party proceeding.

(3) Appearing as a witness in any third party proceeding.

(4) Attending a labor/management training session.

(5) When attending formal union-management consultations, or during contract negotiations.

b. Employees in the bargaining unit will not be required to wear the military uniform while:

(1) Processing a grievance under the negotiated grievance procedure at third step grievance proceedings.

(2) Appearing as a grievant, appellant, or witness before a third-party proceeding.

(3) Appearing as a negotiator at contract negotiations.

(4) Attending a labor/management session in connection with any third-party proceeding

(5) While participating as committee members, witnesses at a hearing or data collectors in the Federal Wage Survey.

c. Reasonable time at the workplace will be allowed Officers and Stewards to change into and out of the military uniform under the specific circumstances provided here in under subsections a and b of this Article and will be coded as such on the Employee's time sheet.

SECTION 8 - EXCHANGE OF UNIFORMS:

a. Enlisted Technicians: The Employer agrees **IAW WIARNG Regulation 700-84, Personal Clothing Management, paragraph 2-2, and figure 1,** to provide a direct exchange program for work clothing, which is worn, torn or soiled too badly to be rendered clean and presentable in the performance of day-to-day duties.

b. Officer Technicians: The Employer, subject to financial limitations, may provide an annual clothing maintenance allowance.

SECTION 9- UNIFORM CLEANING: Work clothing that is contaminated with chemical agents included on the Material Safety Data Sheet list, should be cleaned at the Employer expense using a combination of contracts and agreements with private cleaning services around the state.

SECTION 10 - LOSS OF MILITARY MEMBERSHIP: IAW TPR 715, Voluntary and Non-Disciplinary Actions, Chapter 3, Non-Disciplinary Action, paragraph 3-1(a), Federal law requires civilian personnel employed pursuant to 32 U.S.C. 709 (a) to maintain membership in the National Guard as a condition of continued employment and requires prompt termination from the current position upon loss of membership in the Army National Guard. The one exception to the requirement for prompt termination upon loss of military membership is in pending disability retirement claims. Under these circumstances, a technician who has lost military membership may be retained until the OPM's adjudication is received. Before release from the Federal Technician Program, due to loss of military membership, the employee will be provided information describing benefits, entitlements and opportunities available to him/her based on current law and/or regulation.

ARTICLE 12

BASIC WORKWEEK AND HOURS OF WORK

SECTION 1 - BASIC WORKWEEK: The basic workweek is established at 40 hours per week, Monday through Friday. Normal working hours are established as 7:30 a.m. to 11:30 a.m. and 12:00 p.m. to 4:00 p.m. When work in excess of 40 hours per week is required,

compensatory time off will be granted. Employees required to work other than the basic workweek will receive compensation as provided in applicable regulations. When scheduling employees for other than the basic workweek, the Employer agrees to take the military mission of the employee into consideration.

SECTION 2 - ALTERNATE WORK SCHEDULE PROGRAM (AWSP): The Employer has the right to terminate, change, or not establish any alternate work schedule for any individual or unit. Both parties recognize and agree that prior approval of the Adjutant General must be obtained in order to establish an alternate/compressed work schedule. The Adjutant General retains the authority to establish work schedules in accordance with 32 USC 709(h).

SECTION 3- PART-TIME EMPLOYMENT PROGRAM: Under the provisions of HRR 340 the employee may request a change to part-time* employment.
*Definition: Part-time employment is employment of 16 to 32 hours per week under a regular, prearranged schedule consisting of an equal or varied number of hours per day, whether or not in a job-sharing arrangement.

SECTION 4 - REST PERIODS: A short rest period, not to exceed 15 minutes, may be granted to employees during each 4 hours of continuous work. A rest period, if granted, is considered as duty time and may not be accruable. The supervisor will schedule any rest periods he/she grants for his/her employees using the criteria established for granting rest periods.

SECTION 5 - CHANGES IN WORK SCHEDULE: Given mission requirements, Employees will be afforded as much advance notice as possible of an irregular work schedule. Emergency changes made necessary by an operational requirement or an emergency personal problem such as illness, injury, or unauthorized absence will be initiated by the supervisor.

SECTION 6 - STANDBY TOURS:

a. A standby tour consists of periods in which an employee is officially ordered to remain at or within the confines of his/her station, not performing actual work, but holding himself in readiness to perform actual work when the need arises or when called.

b. Compensatory time for standby tours will be granted in accordance with appropriate regulations.

SECTION 7- PERSONAL CLEANUP TIME: The supervisor may provide to the employees a reasonable amount of time to conduct personal cleanup, due to job related duties, prior to the end of the duty day.

SECTION 8 – PHYSICAL TRAINING: Employees may be granted up to 3 hours of official time per week for Physical Training in accordance with the TAG policy letter Subject: Employee's Physical Fitness Program.

ARTICLE 13

LEAVE

PRELUDE: In order to provide consistency in unscheduled leave requests the employee will make a good faith effort to contact the supervisor verbally to request leave (normally not later than 2 hours after the employees scheduled reporting time). Individual supervisors may adopt a more liberal policy (i.e. leaving messages w/employee, email etc.) as long as it is communicated with the subordinate employees.

SECTION 1 - ANNUAL LEAVE:

a. Annual leave will be administered on a uniform and equitable basis within the scope of applicable regulations.

b. There shall be no restriction placed on the number of days or weeks of available annual leave that an employee takes in succession provided that it does not interfere with the accomplishment of the mission. **Management should consider the employee's desires with respect to granting annual leave requests.**

c. Employees who are dissatisfied with the administration of their annual leave may have the matter resolved under the grievance procedures of this agreement.

d. Annual leave will be charged in 15 minute increments.

e. Annual leave is accrued at the following rates:

(1) For the first three years of employment at the rate of 4 hours per pay period for a total of 104 hours per year.

(2) For the fourth through the fifteenth year at the rate of 6 hours per pay period for a total of 160 hours per year.

(3) Over fifteen years at the rate of 8 hours per pay period for a total of 208 hours per year.

f. Annual leave that would be earned by each technician is credited as it is earned to his or her leave account. Technicians should consult and plan their annual leave with their supervisors. Supervisors must consider the employee's desires and personal conveniences as well as the mission essential requirements when granting leave. The annual leave, or any portion thereof, that will accrue to an employee during a current leave year may be granted at any time during that same leave year. The first line supervisor retains, for substantive reasons, the right not to approve an employee's leave in advance of actually accruing such leave. The provision for advancement of annual leave only applies to technicians with permanent or temporary-indefinite appointments.

g. Employees may accumulate a maximum of 240 hours (30 days) of annual leave. Any annual leave credited to the employee at the end of the leave year that exceeds

the maximum accumulation is either forfeited or restored IAW with WING HRR 630, Absence and Leave Program, Chapter 2, Annual Leave, paragraph 2-8.

SECTION 2 - SICK LEAVE:

a. Accrued sick leave will be made available in the following situations:

(1) When it is established that an employee is incapacitated for the performance of his/her duties because of sickness or injury (including pregnancy or childbirth in the case of female employees).

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

(3) For a reasonable time spent to obtain services of specialists, including any travel.

(4) For hospitalization or incapacitation beyond the initial training period, when injury is incurred or disease is contracted while in any military training, even though entitlement to military pay and allowance exists for the same period.

b. Accrued Sick Leave will be made available Under the provisions of **5 C.F.R. Part 630 – ABSENCE AND LEAVE, Subpart D – Sick Leave.**

(1) When it is established that an employee provides care for a *family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment

(2) Makes arrangements necessitated by the death of a family member* or attends the funeral of a family member.

* Family Member Defined: Family member means the following relatives of the employee: spouse and/ or their parents; children, including adopted children and/or their spouses; parents, brothers and sisters, and spouses thereof; and, any individual related by blood or affinity whose close Association with the employee is the equivalent of a family relationship, and mere friendship does not qualify as a family relationship. Any discrepancy over the definition of family member shall be resolved through the appropriate office within the **DMP/J1** prior to approval or disapproval of leave.

(3) Would, as determined by the health authorities jurisdiction or by a health care provider, jeopardize the health of others by her presence on the job because of exposure to a communicable disease; or

(4) Must be absent from duty for purposes relating to the adoption of a child, including appointments with the adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

c. Sick leave will be charged in 15-minute increments

d. 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 local supervisor to ascertain whether absences are properly chargeable to sick leave. Medical certificates **or other administratively acceptable evidence** may be required under the following conditions:

(1) For absences in excess of three workdays.

(2) **Or fro lesser periods when the agency determines it is necessary.** In such cases, the employee will be advised that a medical certificate **or other administratively acceptable evidence must be provided in accordance with 5 C.F.R. §630.403.**

e. Notification of pre-arranged medical, dental and optical appointments will be provided to the supervisor in advance.

f. OWCP Rights and Responsibilities: If the employee utilizes sick leave or annual leave due to an on the job injury the Employer will be responsible to brief the employee on their eligibility for OWCP benefits to include the Leave Buy-Back provisions of the OWCP regulation.

g. Provisions of **5 C.F.R. Part 630 – ABSENCE AND LEAVE, Subpart D – Sick Leave:** the provisions of the **5 C.F.R. §630.401** limits the number of sick leave hours an employee may use in support of a family member's care or for death/funeral arrangements of a family member.

(1) **An employee may use a total of up to 104 hours (13 days) of sick leave each leave year to provide care for a family member who is ill or receiving medical examination or treatment or to make arrangements necessitated by the death of a family member or attend the funeral of a family member. The amount of sick leave permitted for family care and bereavement purposes is pro-rated for part-time employees and employees with uncommon tours of duty in proportion to the average number of hours of work in the employee's regularly scheduled administrative workweek IAW WING HRR 630-1, Absence and Leave Program, Chapter 4, Sick Leave.**

(2) Family members is defined as:

(a) a spouse, and parents thereof;

(b) children, including adopted children, and spouses thereof;

(c) parents;

(d) brothers and sisters, and spouses thereof; and

(e) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

SECTION 3 - EXCUSED ABSENCE: Absences from duty administratively authorized which do not result in a charge to any kind of leave or in loss of salary are excused absences.

Excused absence will be administered on a uniform and equitable basis within the scope of applicable regulations. The following are some examples of excused absences that employees may utilize:

a. An employee who is required to take either a mental or physical examination as a condition of employment will be granted excused absence.

b. An employee who attends conferences or conventions whenever the Employer determines that such attendance will serve the best interest of the Federal Service may be granted excused absence.

c. Excused absences will be granted for time required to vote where polls are not open at least three hours before or after the regularly scheduled working hours.

d. Funeral Duty.

(1) Military Status. National Guard Military Technicians may be utilized in a technician status to administer, plan, train, and prepare military funeral honors details for performance of funeral honors. However, when technicians volunteer to perform military funeral honors as part of a detail, they must be placed in a military duty status and take appropriate leave from their assigned technician duty position for the period of travel to and from burial site, and performance of the funeral honors. Administrative leave, excused absence, annual leave, compensatory time, may be granted when that technician is in either a state active duty status or inactive duty for funeral honors status. Use of administrative leave or excused absence is not authorized while the technician is in any military status subject to 5 U.S.C. 6323.

(2) Volunteer Status. Excused absences may be granted for normally not more than four hours in any one day to participate as active pallbearers; members of firing squads; or as guard of honor in military funeral ceremonies at the employee's request. When circumstances warrant a supervisor may grant additional time if requested. Excused absence authorized under these circumstances should not be confused with military duty absence discussed in the previous paragraph. Excused absence in these situations pertains to volunteer funeral duties with veterans service organizations such as the V.F.W, AL, DAV, VVA, etc. If the employee is granted excused absence for this purpose, the employee may not also accept financial compensation from the veterans organization for performing the service.

e. Employees who report to work after the activity has been shut down, will be granted excused absence from the time they actually reported. Supervisors will verify reporting times of employees. However, when an activity is not closed, but due to climatic conditions or the breakdown of transportation facilities, it is impossible for some employees to report to work, it is within the administrative discretion of the Employer to excuse such absences up to two hours without loss of pay or charge to leave, or to require the use of annual leave.

f. When a facility is closed, employees, except those who are required for essential duties, may be granted excused absence not to exceed three consecutive workdays for any single occurrence. Facility closure procedure policy is covered by **WING** HRR 610-1.

g. An employee may be excused during duty hours for a reasonable time, not more than three hours for the purpose of making a blood donation. Under extenuating circumstances, additional time may be granted to the individual employee. An employee must request excused absence stating where and when and for what purpose the donation is to be made. The employee cannot receive monetary compensation for the blood donation.

h. Tardiness and Brief Absences: Absences from duty of less than an hour (which are unavoidably necessary) and tardiness may be excused when reasons appear to be adequate to the supervisor. Otherwise, the absence may be compensated for by additional work time or may be charged against any earned compensatory time or may be charged to annual leave, leave without pay (with the technician's consent), or absent without leave, as appropriate.

i. Federal Employment: Workload permitting and at supervisory discretion, technicians may be excused for a total of no more than 24 hours a year for job interviewing within the Wisconsin National Guard.

j. Personal Preparation for Deployment: Mission requirements permitting and with the mutual convenience of the supervisor and employee, technicians may be granted administrative leave in the following increments: ½ day administrative leave for deployments of greater than 15 days, and an additional ½ day for each 15 days beyond that, not to exceed a total of 3 days.

k. The parties acknowledge that volunteer fire fighting/EMS is a generous gift of time and a necessity to ensure adequate fire support in some communities. Supervisors are encouraged to be flexible in approving absences/leave for employees that volunteer. Employees may be granted excused absence, flexible work hours, or other approved leave status when an emergency situation develops that will affect their arrival at work. Employees are expected to notify their supervisors as soon as possible of their situation.

l. Other examples of excused absences are listed in WING HRR 630, **Chapter 12**.

SECTION 4 - GRANTING OF COMPENSATORY TIME OFF: Compensatory time is time off which will be given employees during their scheduled tours of duty equal to the amount of time spent by them in regular or irregular overtime work. An employee, while in a compensatory time off status, is considered to be in a status equivalent to annual leave. Granting of compensatory time off is subject to the following:

a. That the period of overtime work was necessary and proper as an employee in support of the National Guard and had been properly authorized by the appropriate supervisor.

b. It must be taken on an hour for hour basis.

c. Compensatory time must be taken within **twenty-six (26)** pay periods from the pay period it is earned. Compensatory time not used within **twenty-six (26)** pay periods will be forfeited and may not be reinstated. Compensatory time will be taken before annual leave, except where annual would be forfeited.

d. The employee's workweek has been so scheduled to support peak workloads in order to keep the requirement for compensatory time to a minimum.

SECTION 5 - FAMILY AND MEDICAL LEAVE ACT

a. Entitlement: Section 6381 through 6387 of Title 5 USC, as added by Title II of the Family Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides eligible Federal employees with entitlement of up to 12 workweeks of paid or unpaid leave during a 12 month period for the following purposes:

(1) Birth of a child of the employee and care of such child.

(2) Placement of a child with the employee for adoption or foster care.

(3) Care of a spouse, child or parent of the employee who has a serious health conditions.

(4) Serious health condition of the employee that renders the employee unable to perform the essential functions of their position.

b. The purpose of the FMLA is to provide employment continuation for eligible employees who have care responsibilities for family members with qualifying serious health conditions or employees themselves, who are unable to perform essential functions of their jobs due to serious health conditions. Birth or adoption of a child is also qualifying.

c. While use of FMLA leave is intended for care required in Association with long-term medical conditions, under certain circumstances, it may be taken in intermittent intervals.

d. FMLA may be taken in either paid or unpaid leave status – depending on the employees leave balances. If the employee is without leave, and has a FMLA qualifying situation or medical condition, he/she is entitled to LWOP. Total time (paid or unpaid) taken for FMLA-qualifying situation cannot exceed 12 workweeks in any 12-month period.

e. Job Benefits/Protection Under FMLA:

(1) Upon approved return to duty from FMLA, an employee will be returned to the same position or to an equivalent position with the equivalent benefits, pay status, and other terms and conditions of employment.

(2) An employee in an unpaid FMLA leave status is entitled to maintain health insurance benefits coverage. The employee will have the option of paying the employee share of the insurance premium on a current basis or pay upon returning to pay status.

f. Employee Responsibilities Under FMLA:

(1) The employee must provide appropriate and reasonable notice of their intent to take FMLA of no less than 30 calendar days prior to the start of the FMLA leave status. In certain emergency situations, where the 30-day notice is impractical, the employee will provide notice as soon as reasonably appropriate.

(2) The Employer may request medical certification* to justify any FMLA leave. Normally, this documentation would be requested and provided prior to the employee being granted FMLA leave. In certain emergency situations the employee will not be able to provide prior notification or documentation. The employee will then obtain the required documentation within a reasonable amount of time. During the interim time frame for certification or medical determination, the employee shall be given provisional leave (paid or unpaid other than AWOL) to cover such time period.

* An acceptable medical certificate is defined as a written statement signed by a licensed and registered practicing physician, or other licensed practitioner, certifying to the incapacitation examination, treatment or the period of disability of any employee while they are undergoing professional treatment.

SECTION 6 – LEAVE WITHOUT PAY (LWOP)

a. General: LWOP is a temporary non-pay status and absence from duty that may be granted when requested by a technician at the discretion of the Adjutant General or those supervisors designated in Chapter 4, Paragraph 3a(1) of **WING** HRR 630. The permissive nature of LWOP distinguishes it from absence without leave (AWOL) which is an unauthorized absence. LWOP can be imposed without penalty. If a technician applies for and is granted LWOP, the period of leave may not be retroactively converted to annual leave or sick leave. There are two exceptions to this restriction in which claims are disallowed for the following instances;

(1) If the technician is granted LWOP to be eligible for cost-of-living increase in certain disability cases or;

(2) To meet eligibility requirements for compensation under the provisions of the Federal Employees Compensation Act.

b. Granting LWOP:

(1) LWOP will be granted to permanent technicians for periods of absence due to military service, Inactive Duty Training and Active Duty for Training (i.e., service schools, annual training, etc.)

(2) LWOP may be granted for recovery from illness or injury not of a permanent or disqualifying nature when return to duty would impair the technician's health or threatens the health of other technicians.

(3) LWOP may be granted for educational purposes either civilian or military, which would have a direct result in increased job proficiency or ability.

(4) LWOP may be granted pending final action by the Office of Personnel Management on a claim for Disability Retirement.

(5) LWOP may be granted pending final action by the Office of Worker's Compensation Programs.

(6) LWOP normally will not be granted for personal reasons. In emergency situations wherein the technician has utilized all their leave, LWOP may be granted if fully justified and approved by the individuals as provided by regulation.

(7) LWOP may be granted for maternity reasons, when there is reasonable assurance that the employee plans to return to work.

SECTION 7 - MILITARY LEAVE:

a. Permanent full time, indefinite technicians and temporary technicians whose appointment is not limited to one (1) year accrue 120 hours of Military leave per fiscal year. Temporary employees with an appointment of less than one year are not entitled to Military Leave. Military Leave is administered by WING HRR 630.

b. The granting of Military Leave is limited to a maximum of 240 hours per fiscal year, if the employee has maintained such a balance. The minimum charge for Military Leave is one (1) hour.

c. An employee is authorized additional Military Leave (Law Enforcement Leave), not to exceed 22 workdays in a calendar year, when for the purpose of providing military aid to enforce the law, the employee performs:

(1) Federal service under Title 10 USC Section 6323 or other provision of the law, as applicable or,

(2) Full time Military service (State Active Duty) for the State of Wisconsin, or,

(3) Neither annual leave, compensatory leave, nor leave without pay may be granted until the employee has used the 22 days of additional military leave available to him. Military pay and allowances received (other than travel, transportation, or per diem allowance) shall be credited against the employee's civilian pay and if the military pay is less than the civilian pay, the difference shall be paid to the employee. If military pay exceeds civilian pay, no civilian pay will be made to the employee. The above are requirements of the law and are a result of a decision rendered by the Comptroller General of the United States (Decision B-133972).

SECTION 8: NOTIFICATION OF LEAVE STATUS: Under circumstances that require the supervisor to change the requested status of leave on an employee's time sheet, the supervisor will make every reasonable effort to notify the employee at the earliest possible date.

ARTICLE 14

TRAINING

SECTION 1 - DETERMINATION: Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the Employer and the Association recognize the possible need for additional training or retraining.

SECTION 2 - TRAINING PROGRAM: The Employer is responsible for establishing training programs as may be required to improve the efficiency of each employee. In developing these training programs, the Employer agrees to consider recommendations from the Association. However, the final decision on the content, scheduling and conduct of the training remains with the Employer.

SECTION 3 - ATTENDANCE: Excepted employees may attend any course of instruction or participate in special exercises in accordance with applicable directives.

SECTION 4 - ON-THE-JOB TRAINING: Supervisors are responsible for the training of new employees. Should the supervisor decide to use another employee to assist in the training of new employees, the supervisor will monitor the workload of the trainer to insure he/she does not fall behind in his/her assigned duties. Should this occur, the supervisor will obtain assistance for the trainer to accomplish his/her assigned duties. The Employee must inform his/her supervisor immediately when these duties are interfering with his/her regular duties.

SECTION 5 - SCHEDULING: It shall be a matter of interest and concern for the Employer and the Association that appropriate training courses, seminars, conferences and meetings be scheduled during working hours to allow the employee the opportunity to gain information, education and training in his/her respective position.

ARTICLE 15

TRAVEL

SECTION 1 - TRAVEL OF EMPLOYEES: Authority for travel and payment of per diem and reimbursement of expenses incident to all travel will be in accordance with the applicable regulations of appropriate authorities. The use of the word travel for the purpose of this Agreement shall include the costs associated with transportation, meals, lodging and any other incidentals associated with an employee's official travel. Employees on official travel will be authorized the appropriate amount of per diem permitted under the Joint Travel Regulations (JTR). The authority for per diem will be in accordance with the JTR. Employees will be notified of pertinent changes to per diem processes and/or JTR changes through normal distribution channels for regulations/policies. It is further agreed that the Employer will notify the Association of changes to the travel/per diem regulations or policies before implementing such changes to allow discussion and/or negotiation, as appropriate. Technician travel orders will be issued when technicians are given work assignments at locations where the combination of actual hours of work and travel time exceeds 12 hours when known in advance.

SECTION 2 - TRAVEL ORDERS: All travel will be accomplished on official travel orders normally issued fourteen (14) calendar days prior to the performance of travel. In circumstances beyond the Employer's control, orders will be issued as soon as practicable, however, travel is not permitted without authorization from a management official having proper authority to authorize travel funds. Normally, employee will not be required to travel to other duty locations on their own time.

SECTION 3 - COST OF TRAVEL:

a. Employees are not required to bear the cost of travel out of their own personal funds, therefore, employees are authorized to apply for the Government Travel Card. If the application is approved, the employee will be issued a Government Travel Card and will use it in accordance with NGR 37-112 and Wisconsin National Guard Policies. Questions relating to travel entitlements and use of the Government Travel Card should be addressed through the employee's supervisory chain.

b. Delinquency on Government Travel Card accounts is unacceptable and may be subject to Technician disciplinary procedures contained in TPR 752. Employees are required to submit appropriate travel expense vouchers within five days of travel completion. In addition, electronic fund transfer and split disbursement for charges to the Government Travel Card are required. If employees comply with these requirements, reimbursement for authorized travel expenses and direct payment to the Government Travel Card account will be accomplished in a timely manner and not result in Travel Card delinquency.

c. If an employee believes there is a discrepancy in their Government Travel Card account or in the case of a delinquency notice, the employee should consult with their supervisor and the USPFO Travel Card Manager.

SECTION 4 - AIR TRAVEL: In the course of required travel by an employee, his/her objection supported by a medical certificate stating he/she should not travel by aircraft, may be accepted as sufficient authority to utilize other methods of public transportation as provided in the JTR.

ARTICLE 16

SAFETY

SECTION 1 - MUTUAL COOPERATION: The Employer and the Association agree that they share a mutual responsibility in the field of personnel safety. Known safety rules, promulgated in applicable publications (OSHA), covering such items as heat index, chill factor, protective clothing, health and safety devices, shall strictly be adhered to. The Employer and the Association agree that the Association may designate a representative on all state and local safety committee/councils. Association representatives will be selected from each local area. Additionally the Association may bring safety concerns to the State Safety Council/Office and **DMP/J1** representatives.

SECTION 2 - EMPLOYER RESPONSIBILITY: The Employer is responsible for maintaining safety and occupational health standards that ensure good working conditions. Supervisors

have the responsibility for continuously checking all aspects of personnel safety. The Employer will provide safety equipment (safety boots, safety glasses, etc.) as authorized in current authorization documents. When reasonably possible, the Employer agrees to avoid any situations where employees would be assigned work without necessary safety or protective equipment required to perform their duties.

SECTION 3 - EMPLOYEE RESPONSIBILITY: Employees have a responsibility for being alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate areas that pose a health hazard. Employees are responsible for observing all pertinent safety rules and regulations and for utilizing all safety equipment provided. Employees are also required to report any observed unsafe or unhealthy conditions to their immediate supervisor for corrective action.

SECTION 4 - INJURY: Notices covering what an employee should do when injured on the job will be posted on bulletin boards at each facility.

ARTICLE 17

CLASSIFICATION AND ASSIGNMENT

SECTION 1 - EMPLOYEE RIGHTS:

a. All Title 32 dual status and non-dual status technician employees shall have the right to appeal the classification of the position (i.e. pay system, occupational series, grade, or title) that the employee or a group of employees officially occupy. Such employees are entitled to Association representation or assistance during the appeals process if desired. All levels of supervision will guarantee and protect the right of appeal and insure that employee rights may be exercised without restraint and without fear of reprisal or prejudice.

b. The appeal package must contain the following information:

(1) The employee's name, mailing address, office telephone number.

(2) Employing component and location within the component (i.e. the location of the employee's technician position within the WIARNG, such as the Electronics Section, CSMS, Directorate of Surface Maintenance, Camp Williams).

(3) Current and requested position information: Employee's current and requested position title, pay plan, occupational series, and grade.

(4) A copy of the official position description (PD) and accuracy statement: A copy of the PD to which the technician is officially assigned, along with a current (not older than 90 days) signed statement from the immediate supervisor or higher management official certifying that the official PD is complete and accurate. A copy of the signed decision, if appropriate, resolving any dispute regarding PD accuracy.

(5) Technician's rationale: Reasons why the employee believes the position classification is in error. The employee should refer to position classification standards that

support the appeal and should state specific points of disagreement with the activity evaluation statement. The employee may also include a statement of facts that he or she believes may affect the final decision. If the employee believes the position classification is not accurate, the employee must provide his/her own description of work currently being performed and describe action taken to have the official position classification changed. Without evidence of a reasonable attempt to resolve an issue of position classification, deciding officials shall return appeals to allow employees a resolution attempt before appeal adjudication. If the effort fails to resolve the issue, deciding officials will adjudicate appeals based on actual duties performed.

(6) Employee representative identification: If the employee names a representative to act on his/her behalf, the name, address, business, and fax telephone numbers of that representative must be provided.

(7) Additional information: The current performance standards, latest SF50 that reflects the employee's permanent assignment, and the mission and function statement of the employee's organization must also be included in the classification appeal package.

(8) Employees may not appeal classification actions such as:

(a) The content or accuracy of the official PD.
(b) The accuracy of NGB/OPM classification standards.
(c) An agency's proposed classification decision.
(d) Classification of positions to which an employee is not officially assigned.
(e) Positions detailed or temporarily promoted to.
(f) Classification of a position based on position-to-position comparisons rather than the classification standards.

SECTION 2 - SCOPE OF EMPLOYMENT: Employees will be utilized in positions for which employed, and their primary duties must include those indicated in the appropriate technician position description. Employees may, from time to time, be required to perform duties other than those reflected as principal duties. Consequently, each position description contains the statement, "Performs other duties as assigned." These assignments should be reasonably related to the employee's position and qualifications and shall not, except in unusual circumstances, be used as a basis for assigning duties to an employee which are unrelated to his/her principal duties. In emergency situations or when circumstances warrant, other duties may have to be performed by employees that might not be reasonably related to an employee's position. These types of duties are usually of a one-time nature requiring not more than five percent of an employee's time, and are such that no specialized knowledge or training beyond that already possessed by the employee are needed. In those instances where management deems appropriate, specialized training or knowledge will be provided.

SECTION 3 – WAIVERS FOR TECHNICIAN COMPATABILITY: The technician may request, through his supervisory chain, a compatibility waiver. Applications will be reviewed in a timely and equitable basis for review by the TAG and in accordance with appropriate rule and regulation.

SECTION 4 – CHANGES TO POSITION DUTIES AND RESPONSIBILITIES: Changes in duties and responsibilities may be made in several ways. The Wisconsin National Guard Classification Specialist (WIJS-J1-MS-CL) should be contacted prior to finalizing any of the following regulatory actions:

a. Statement of Differences. This is normally necessary when a position is filled at less than the full performance level and no appropriate, lower graded position description exists.

b. Amendments. May be made by either pen and ink changes or an addendum to accurately reflect duties where the changes do not affect the position pay plan, occupational series, position title, and grade of a standardized position description.

c. Exception Position Description. Occasionally, changes in a standardized position description result in a one-of-a-kind PD not applicable in any other location. An exception PD is required when the duties and responsibilities, the pay plan and/or occupational series, and/or grade, and/or position title have substantially changed.

SECTION 5 – EMPLOYER RESPONSIBILITY: The Employer will notify the Association of all amendments and excepted position descriptions. Supervisors should discuss such position descriptions with the affected employee at the time of the position description is assigned.

SECTION 6 - DETAILS:

a. A detail is the temporary assignment of an employee to a different position for a specified period, with the employee returning to his/her regular duties at the end of the detail. Technically, a position is not filled by a detail. Employees may be detailed to a different position for a specified period of time to meet emergencies occasioned by abnormal workload, change in mission or organization, or absences of employees. Such details will be for the shortest practicable period.

b. Details in excess of 30 days will be submitted for approval on Standard Form 52 (SF 52) as soon as these circumstances are known and shall be maintained as a record in the employee's Official Personnel Folder, in accordance with appropriate OPM Guidance, Technician Personnel Regulations and WING J1/Human Resources Regulations

c. When an employee is detailed to a higher grade position in excess of 30 days, the Association will be furnished a copy of the SF 52.

d. Management will agree to explore other alternatives to detailing employees to higher graded positions in excess of **eight (8) pay periods.** When it is known in advance that a requirement exists to detail an employee to a higher-grade position for a period in excess of 30 days, consideration will be given toward a temporary promotion.

ARTICLE 18

JOB OPPORTUNITIES

POSITION VACANCY ANNOUNCEMENTS:

a. The WIARNG position vacancy announcement will contain opening and closing dates that normally covers a period of 15 days. It will also include position title, job number, salary and grade range, location, brief description of duties, required qualifications, how individuals apply and benefits available.

b. Copies of WIARNG position vacancy announcements published by the **DMP/J1** will be distributed to all supervisors for posting and/or dissemination to all employees. One copy of each Position Vacancy Announcement for all WIARNG vacancies will be furnished to the President of the Association.

ARTICLE 19

EQUAL EMPLOYMENT OPPORTUNITY

a. The Employer and the Association affirm the importance of providing equal employment opportunity for all employees, regardless of sex, race, religion, color, age, or national origin, and will ensure that all personnel programs, procedures, and assignments are free of discriminatory practices, as outlined in applicable laws.

b. The Employer will provide opportunity for promotion and advancement for all employees, competitive and excepted, in accordance with the appropriate merit placement plan.

c. The Employer agrees to appoint and train the employees who are Equal Employment Opportunity Counselors. Candidates so selected shall meet the established criteria and will be trained in accordance with the provisions of applicable regulations.

d. The Association agrees to support the Equal Employment Opportunity Program as outlined under Public Law 92-261 and will participate, if called upon, during the assessment stage in the development of the Affirmative Employment Plan.

e. The Employer will comply with the EEO complaint procedures prescribed by the Equal Employment Opportunity Commission in 29 CFR 1614 and NGR 690-600.

(1) The Employer will provide information to employees regarding the EEO complaint process during initial employee orientation, during other appropriate employee training sessions, and/or upon request of an employee.

(2) The Employer will provide EEO awareness training to supervisors during formal supervisor training, during other appropriate supervisor meetings/workshops, or upon request by the supervisor.

ARTICLE 20

MERIT PROMOTION AND PLACEMENT PLAN

SECTION 1 - Purpose:

a. The purpose of this plan is to establish the general policies and procedures for filling competitive and excepted employee vacancies within the Bargaining Unit in the Wisconsin Army National Guard, and provide Bargaining Unit Wisconsin Army National Guard employees with information on promotion policies and procedure. Promotions of members of the Bargaining Unit are to be made in accordance with this plan. Qualified applicants in the excepted or competitive service, but not both, will be considered equally. It is imperative in the accomplishment of the Wisconsin Army National Guard mission that employee positions are filled with the best qualified personnel available by promotion and placement of experienced employees when possible. It will be the policy of the Employer to assure every effort is made to comply with the applicable provisions of the Code of Federal Regulations and National Guard Bureau (NGB) Technician Personnel Regulation (TPR) 300, and P.L. 95-454.

b. Policy. It is the policy of the Wisconsin National Guard that all technician positions be filled by the best qualified individuals available and ensure that all technicians have an opportunity to develop and advance to their full potential and that every reasonable effort will be made to promote upward mobility. All technician vacancies will be filled on the basis of merit and job-related factors. For purposes of this plan, military requirements are considered as job-related qualifying factors for positions in the excepted service. All actions under this plan will be made without the discrimination for non-merit reasons such as race, color, religion, sex, national origin, marital status membership or non-membership in an employee organization and age or non-disqualifying physical handicap (except for a military membership requirement for excepted military technicians).

SECTION 2 - GENERAL:

a. Identification, qualification, evaluation, selection and promotion will be on the basis of qualification and merit without discrimination for any non-merit reasons.

b. This plan is designed to fill positions with the best-qualified employees based on:

(1) Employee knowledge, skills and abilities.

(2) Employee and military position prerequisites.

(3) Employee qualification.

(4) Military qualifications within a position requiring National Guard membership.

(5) Qualifications for competitive appointments will be as determined by Qualification Standards for General Schedule Positions Handbook.

(6) Evaluations of performance.

(7) Assuring that all eligible employees who apply for a position are considered on a fair and equitable basis.

SECTION 3 - DEFINITIONS: Terms used in this plan are defined as follows:

a. Selecting Supervisor. This is the individual who is immediately responsible for the day-to-day supervision of the technician; that is, the first person paid for supervisory responsibility that assigns, reviews and checks the work of the technician. The Selecting Supervisor is the person who will receive the Referral and Selection Certificate for his/her action to select the individual for the vacancy. Second line supervisor may act in lieu of the first line supervisor, if the first line supervisor cannot be present and provided that the second line supervisor fulfills all of the responsibilities of the selecting supervisor under this Article.

b. Promotion. A change of an employee:

(1) To a higher grade when both the old and new positions are under the General Schedule.

(2) From one grade to a higher grade under the same type Wage Schedule.

(3) From a job or grade under the Wage Schedule to a job or grade with a higher representative rate under a different Wage or General Schedule.

(4) From a position under the General Schedule to a job or grade with a higher representative rate under a Wage Schedule.

c. Reassignment. The change of a technician from one position to another without demotion or promotion within the same service. Technicians may be reassigned at their own request, or at the discretion of management.

d. Qualifications. A combination of experience, training, and education which relate to the position being filled.

e. Referral and Selection Certificate. A properly completed Referral and Selection Certificate listing qualified candidates will be forwarded to the Selecting Supervisor for consideration when a vacancy occurs.

f. Applicant Evaluation. The process of evaluating the knowledge, skills, and abilities and work experience possessed by candidates against the job-related criteria to determine those who will be certified to the Selecting Supervisor.

g. Eligible Candidates. Those candidates who meet the minimum qualification standards for the position, including any appropriate selective placement factors.

h. Identifying Qualified Candidates. The process of evaluating the knowledge, skills and abilities and work experience possessed by candidates against established qualification requirements for the vacant position.

i. Job Related Criteria. The combination of factors that position descriptions have shown to be important for performance in a specific position (or group of positions analyzed as having identical important factors) and which performance analysis has shown are valid indicators of differences between more and less successful workers. The total set of criteria includes all knowledge, requirements, skills, training and work experience that meet job and performance analysis requirements for the position.

j. Trainee. An individual who has some but not all of the required qualifications for the target position; however, he/she or she meets the qualifications at the trainee level.

k. Position Vacancy Announcement. The advertising medium used by the **DMP/J1** to announce job vacancies.

l. Target Grade. The fully qualified grade of the position being filled.

m. Details. A detail is the temporary assignment of a technician to a different position for a specified period, with the technician returning to his/her regular duties at the end of the detail. A position is not filled by a detailed employee, because the technician continues to be the incumbent of the position from which detailed. Details may be made for up to **eight (8) pay periods** . Details may be extended in increments up to **eight (8) pay periods** , not to exceed one (1) year.

n. Dual Status Technician. An excepted service technician employed under 32 U.S.C. 709 who must also hold a military membership as a condition of employment.

o. Non-Dual Status Technician. A person employed under 32 U.S.C. 709 for whom military membership is not a condition of employment.

SECTION 4 - SCOPE: This plan applies to all bargaining unit positions in the WIARNG Technician Workforce. It will be used in filling positions in the excepted and competitive service through initial appointment, promotion, reassignment, reinstatement, demotion and transfer. This plan, as appropriate, will be used to effect the following actions relative to Bargaining Unit positions in the Wisconsin Army National Guard:

a. Permanent appointments/promotions. Under specific circumstances, certain non-dual status vacancies are required to be processed by a delegated examining authority procedures prescribed in the 5 CFR, Part 300.

b. Indefinite appointments. Indefinite appointments may be converted to permanent employment without further competition if for the same position.

c. Temporary appointments under competitive aspects. Temporary appointments under competitive aspects of the plan may be converted to permanent employment without further competition if for the same position.

d. Temporary promotions for more than **eight (8) pay periods**. If there is a possibility that temporary promotion may extend beyond **eight (8) pay periods,** then the action must be affected under the competitive procedures of this plan. Temporary promotions should not be

used for a period of training or evaluating an employee in the higher graded position if there is immediate potential for permanent promotion. Temporary promotions authorized under NGB emergency hire flexibilities may extend one year without competitive procedures.

e. Reassignments with known promotion potential.

SECTION 5 - RESPONSIBILITIES:

a. Individual technicians are responsible for:

(1) Pursuing developmental opportunities in preparing to assume high level duties.

(2) Familiarizing themselves with the provisions of this plan.

(3) Assuring that application forms and Official Personnel Folders (OPFs) contain accurate and current information concerning qualifications and self-development activities.

(4) Arranging with their supervisors to submit applications for vacancies when temporarily absent from their jobs.

b. The Adjutant General is the appointing authority for the Wisconsin National Guard technician program and is the highest level of authority in the State concerning the overall application of this Merit Placement Plan.

c. The **DMP/J1** is responsible to The Adjutant General for ensuring that the requirements of this Merit Placement Plan are carried out. The **DMP/J1** has responsibility to:

(1) Develop, maintain, evaluate and revise the program as necessary.

(2) Assure compliance with the program.

(3) Provide guidance and assistance to commanders and supervisors concerning their responsibilities under this plan.

(4) Assure that candidates are properly evaluated and certified for placement.

(5) Maintain necessary records.

d. Managers and supervisors have a responsibility to:

(1) Assure that technicians under their supervision are aware of this regulation.

(2) Assure that actions effected within their area of responsibility are based on merit without discrimination.

SECTION 6 - AREAS OF CONSIDERATION:

a. The area of consideration for each specific position vacancy announcement will be that deemed most appropriate by the **DMP/J1** to insure the receipt of sufficient highly qualified

candidates. Management can extend the established area of consideration for a particular placement action when it has been determined that the initial area will not produce a sufficient number of highly qualified candidates. Following are the established areas of consideration:

AREA I - All Excepted Technicians in the Wisconsin Army National Guard for Army technician vacancies.
AREA II - All members of the Wisconsin National Guard to include AGR personnel.
AREA III - Personnel eligible for membership in the Wisconsin National Guard.
AREA IV - All competitive technicians of the Wisconsin National Guard for competitive positions.
AREA V - Applicants from outside the organization, including individuals on an OPM certificate, and those eligible for reinstatement due to prior competitive status

b. Job vacancy announcements may be restricted to Areas I and II because of budgetary limitations or for internal workforce reorganization or as a result of reclassification action of a position with sufficient changes to require the position to be advertised.

c. Positions may be advertised simultaneously to more than one area.

d. Advertisements may be restricted to excepted technicians in the Wisconsin Army National Guard within a particular organization when necessary to permit downsizing or realignment within that organization.

SECTION 7 - ACTIONS EXEMPT FROM COMPETITION: Refer to Human Resources/J1 Regulation 335-1, Human Resources/J1 – Federal Technician Employment Merit Placement Plan for detailed information on actions exempt from competition.

SECTION 8 - PLACEMENT AND/OR PROMOTIONS NOT SUBJECT TO COMPETITION: Promotions and placements may be made without regard to the competitive requirements of this regulation in the following cases:

a. An employee who is selected through merit promotion procedures to fill a position at less than the authorized grade and who completes the necessary training program(s) to prepare him for promotion, may be promoted without further competition when recommended by his/her supervisor.

b. A detailed employee may be assigned to a position without further competition if initial selection was made after all candidates who would be available for promotion were considered for the detail through merit promotion procedures and the fact that the detail could lead to noncompetitive promotion was made known.

c. An employee may be promoted without competition when his/her position is upgraded due to job enlargement. If the enlargement is unplanned, management action, or if the incumbent is the only person in the agency reasonably considered qualified for the position no competition would be required.

d. An employee who is downgraded without personal cause, that is, without misconduct or inefficiency on his/her part and not at his/her request, or separated by RIF and re-

employment at a lower grade, may be promoted without competition to the grade from which downgraded or any intervening grade for which qualified. Such repromotion consideration shall remain in effect for 2 years from the downgrade.

e. An employee may exercise his/her restoration rights following military duty and be restored to higher levels without competition if his/her records show that he/she was selected for promotion in absentia.

f. When, without significant change in duties or responsibilities, an occupied position is upgraded because of a change of classification standards or to correct a classification error, the incumbent must be promoted to the higher grade if he/she meets the legal requirements and qualification standards.

g. Employees who are eligible to be promoted without competition will be given priority consideration for technician vacancies for which they are qualified. Names of such personnel will be forwarded to the selecting supervisor for consideration before advertising procedures begin. Such personnel, if not selected without competition, will receive automatic consideration under the competitive promotion process.

h. Employees whose names appear on the re-employment priority list as provided for in WING HRR 351-1, Reduction In Force (RIF) Procedures.

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

j. An employee who is hired under the authority of NGB Emergency Hiring Flexibilities and/or Appointment Authority Exceptions.

SECTION 9 - ADVERTISING FOR POSITION VACANCIES: Vacancies in which promotion potential exists, will be advertised by the **DMP/J1** using "Position Vacancy Announcements." Position Vacancy Announcements will be distributed throughout the area of consideration and will contain the following information:

a. Title, series, grade and salary range of the position.

b. Type of appointment (excepted or competitive), (permanent, indefinite, temporary), and information regarding whether further competition for conversion to permanent status is required.

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

d. Organizational and geographical location of the position.

e. Summary of the duties and minimum qualification requirements.

f. Information regarding whether further competition is required for known promotion potential, if applicable.

g. Special conditions of employment, or developmental training, if applicable; that is, statement of whether trainees will be acceptable or not.

h. Opening and closing dates and how to apply.

i. Equal employment opportunity statement.

j. Designated security clearance requirement and consequences of failing to qualify for the security clearance.

k. Medical standards/physical requirements and requirement for periodic medical evaluation when applicable.

l. Standard, compressed workweek or alternate work schedule.

m. Permanent Change of Station (PCS) entitlement, yes or no.

SECTION 10 - PROCESSING APPLICATIONS:

a. Application Timeliness: Applications must be received in the J1 no later than close of business (4:00 PM-Wisconsin Time) on the closing date published within the position vacancy announcement. Candidates may fax or Email the complete duplicate application to **DMP/J1** for notification purposes only. Faxed or Emailed applications must also be received no later than the COB (4:00 PM) of the published closing date. The original application must be identical to the faxed/emailed copy. It must be signed, postmarked by the closing date, and received not later than seven calendar days following the closing date.

b. Basic Eligibility. Candidates must meet the qualifications established for the position including any selective placement factors to be considered eligible. Initial Screening Worksheet for Merit Staffing Actions, will be used to determine eligibility. Applicants who do not meet the minimum qualifications will be notified as to the basic qualifications they lack.

c. Selection Placement Factors. Selective placement factors are the knowledge, skills, abilities or other personal characteristics essential for satisfactory performance in the job. They will be determined in advance of advertising a position and will be stated in the vacancy announcements. When used, they are a part of the basic eligibility requirements for the position.

d. Conditions of Employment. Conditions of employment are requirements that are necessary in order to perform the duties of the position (e.g., security, medical/physical requirements and education requirements). In addition, positions may have established requirements which must be met for continued retention (e.g., developmental training). Conditions of employment and requirements for continued position retention must be included in the vacancy announcement.

(1) Security requirements. A technician is subject to personal security requirements in accordance with TPR 700-732. The **DMP/J1** must determine whether an applicant has the required security clearance for the assignment. If an applicant who is selected for a technician assignment does not posses the required security clearance level, he/she is

responsible to coordinate with his/her military personnel office to initiate the required clearance level. The **DMP/J1** will provide coordination assistance with the military personnel office, if needed. When a technician cannot meet the security requirements of the position, action must be taken IAW TPR 715, paragraph 2-2.

(2) Training requirement. All applicants for a position with a designated developmental training requirement must be informed in advance that failure to complete the required course(s) will be cause for removal from the position. The **DMP/J1** will require an applicant to submit a written statement to the effect that he/she understands this condition of employment.

(3) Medical/physical requirements. Applicants must meet any medical standards or physical requirements designated for the position.

SECTION 11 - EVALUATING CANDIDATES: All vacancies will be filled in accordance with existing law, rule, and regulation.

SECTION 12 - REFERRAL AND SELECTION PROCEDURES:

a. Referral of Candidates. Following the determination of basic eligibility and evaluation of candidates as outlined in Chapter 5 of **WING HRR** 335-1 (if applicable), the **DMP/J1** will:

(1) Certify to the selecting official up to seven of the best-qualified candidates for each bargaining unit position advertised. Candidates will be listed alphabetically. More than seven candidates may be certified when qualified applicants are tied or when a position is advertised at multiple grade levels. In the last case, seven different qualified candidates may be certified at each grade level.

(2) In order to provide potential selection preference to bargaining unit members a referral list of all best-qualified candidates will be prepared. From that referral list at least one certificate with a minimum of three candidates will be forwarded to the selecting official, unless less than three candidates that apply or are certified as among the best qualified. This certificate will contain only Bargaining Unit members if at least three are certified as among the seven best qualified. If there are not at least three eligible bargain unit members to include on this certificate, then the most qualified of the non-bargaining unit applicants (if among the seven best qualified) may be included on this initial certificate. The determination of these next most qualified among the seven best qualified is made by the J1 Recruitment and Placement Specialist or Subject Matter Specialist on the basis of the written application materials submitted with the application. If the Selecting Supervisor makes no selection from the initial certificate, the Selecting Supervisor will request a second certificate with additional candidates to bring the total up to the maximum of seven best qualified candidates. (See Appendix A.)

(3) Notify those individuals who were rated as basically qualified but not submitted for consideration.

b. Action by the Selecting Supervisor. The selecting supervisor is free to select or non-select any candidate referred to him/her in compliance with EEO laws and regulations/laws relating to prohibited personnel practices. The interview panel will review the application

documents and conduct interviews, however a selection should not be based on the contents of the application alone, nor should the selection be based on the interview, alone. Supervisors may also review the candidate's OPF, if the candidate is a current technician employee. It is important that supervisors consider all relevant data in evaluating candidates.

(1) Interview candidates. Interviews will be conducted by an interview panel consisting of at least two individuals one of whom should be the selecting supervisor and the other must be an individual who is knowledgeable concerning the duties of the position and is an employee of the Department of Military Affairs as a State Employee, AGR, Competitive/ Excepted Technician or traditional Guard Member. Every effort will be made to conduct personal interviews. If not possible, telephone interviews should be conducted. When one of the referred candidates is interviewed, every effort should be made to interview all those on the certificate. Interviewers will write out an interview plan. All candidates will be asked the same standard list of questions. Interviewers must evaluate and numerically score candidates responses to each question. Interviewers should spend approximately the same amount of time with each candidate. The same interviewers must be present for all interviews.

(2) Make a selection. If all candidates are rejected, the selecting official will return the certificate to the **DMP/J1**.

(3) Notify the selected candidate.

(4) Notify, in writing, those candidates not selected and provide a point of contact for discussion of their non-selection.

(5) Negotiate a release date between gaining and losing supervisor in the case of individuals currently employed by the federal government.

(6) Sign and return certificate to **DMP/J1**.

(7) Retain interview records at least two years, to include informal notes/forms/scoring matrix used by the interview panel.

c. Action by the **DMP/J1**. A representative of the **DMP/J1** will:

(1) Arrange for a release date if requested.

(2) Prepare promotion file in accordance with appropriate regulation. **(WING HRR 335-1, Merit Placement Plan, Chapter 7, Placement and Promotion Records)**

d. Release of Selectee. After selection for promotion or placement, a technician must be released promptly from his/her present position. Release will normally be within 2 weeks after selection. In all cases, the release date will not be delayed longer than 30 days without approval of the **DMP/J1**.

SECTION 13 - PLACEMENT/PROMOTION RECORDS:

a. Purpose. Complete promotion records will be maintained by the **DMP/J1** to:

(1) Provide a clear record of actions taken.

(2) Evaluate the merit placement program.

(3) Provide proof that merit placement actions are being made on a fair and equitable basis in accordance with the merit placement plan.

b. Records. Sufficient records are required to allow reconstruction of the placement action. As a minimum, the following information and forms will be retained in the record:

(1) Copy of the vacancy announcement.

(2) List of all applicants names.

(3) Copy of SF 171, OF 612, resume or summary of work and education history of all applicants. (Applications for selected technicians or new employees will be filed in OPF.)

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

(5) Referral and Selection Certificates signed by selecting official.

(6) Record of the Priority Placement having been cleared (for non-dual status positions).

c. Duration. Records will be maintained for a minimum of two years. If a grievance is pending, records will be maintained until resolution.

d. Privacy Protection. Information relating to individual placement action or to the candidates will not be discussed with or shown to unauthorized individuals. Supervisors and personnel specialists participating in merit placement actions will not disclose the details of their work to unauthorized persons.

SECTION 14 - RESOLVING DISSATISFACTION:

a. When an applicant believes he/she has been improperly excluded from consideration for promotion, he/she may submit a written inquiry to the Employer listing his/her questions about the promotion action. The Employer will provide a written response to all such promotion action inquiries within 15 working days, if possible, of the receipt of the inquiry. For example, upon request from the employee, or the Association on behalf of the employee, the Employer will provide within 15 working days, sanitized copies of those portions of the certification file, application material and selection file, necessary to determine the propriety of the certification.

b. An employee, who believes that governing procedures were not followed, may file a grievance under the negotiated grievance procedure.

c. A grievance will not be considered when it is based solely on non-selection.

ARTICLE 21

JOB PERFORMANCE

SECTION 1 - PERFORMANCE STANDARDS: Establishing performance standards should be a cooperative effort by the supervisor and employee and should lead to better understanding of the requirements of the job. However, the official determination of job requirements will be made by the appropriate management official and reviewed by a higher management official.

SECTION 2 - PERFORMANCE APPRAISALS:

a. Each employee will have his/her performance evaluated in relation to his/her established performance standards. The proper use of performance standards can help improve an employee's performance by:

(1) More meaningful supervisor-employee relationships.

(2) Informing the employee of work standards required.

(3) Identifying better than average work performance.

(4) Recognizing the need for improvement of specific work deficiencies.

(5) Assuring proper procedures in personnel actions.

b. All employees will receive performance-counseling semi annually and will be afforded the opportunity by their supervisors to review their supervisory files with their supervisors.

c. Subject to the provisions of applicable rules and regulations, the Employer may reduce in grade or remove an employee for unacceptable performance. In either case, a 30-day advance written notice will be required.

ARTICLE 22

REDUCTION-IN-FORCE

SECTION 1 - NOTIFICATION OF RIF: The Employer agrees to meet with the Association concerning the necessity for a RIF of employees in the Technician Program and of the reason therefore, as soon as the necessity for such a RIF is determined but no later than ten workdays thereafter. The Employer also agrees to inform the Association of employees affected.

SECTION 2 - ASSOCIATION RESPONSIBILITY: During the periods of RIF, the Association agrees to cooperate with the Employer in communicating the basis and reasons for the reduction to all of the employees.

SECTION 3 - EMPLOYER RESPONSIBILITIES: Whenever a RIF is necessary, every effort will be made to minimize its adverse impact through the use of normal attrition, the reassignment of employees to existing vacancies which there is a current need to fill and through such other actions as serve to reduce the number of employees adversely affected including buyout and/or early retirement.

SECTION 4 - APPEALS: One of the reasons for having a uniform system for RIF is to make sure that employees are treated fairly and in accordance with their rights. This means that the system must be administered carefully and properly by the Employer. Employees are granted the right to appeal in writing to the Employer if they believe the RIF regulations have not been complied with correctly in their case.

SECTION 5 - RIF SYSTEM:

a. Reduction-In-Force (RIF): RIF occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, or the need to make a place for a person exercising re-employment or restoration right requires the agency to release the technician.

b. Competitive Areas: At the time a RIF notification is received, impact bargaining will take place to determine that portion of the bargaining unit affected.

c. Competitive Levels:

(1) Separate competitive levels will be established for excepted and non-dual status (NDS) positions. A competitive level consists of all positions within a competitive area, which are in the same grade, same service and are so alike in qualification requirements, duties and responsibilities that the incumbent can be moved from one position to another without undue interruption in the work program.

(2) Supervisory positions will not be placed in the same competitive level as bargaining unit employees.

(3) During a RIF, non-bargaining unit technician employees will be able to compete with bargaining-unit technician employees for bargaining-unit positions. During a RIF, non-technician employees will not compete with bargaining-unit employees for bargaining-unit positions except for those non-technician employees who have restoration rights under 38 U.S.C. Section 2024(d) and who may exercise at any time, their right to return to their former bargaining unit positions.

d. Tenure Groups: Technicians are divided into three (3) Tenure Groups:

Group I - Technicians under permanent appointment that are not serving on probation or trial periods.
Group II - Technicians serving on probation or trial periods.
Group III - Technicians who have been given indefinite appointments in the Excepted Service.

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

f. A technician retention standing score will be computed using the following:

(1) Technician Performance level added with the number of years from the employees' technician years of service.

(a) The technician performance level score is determined by averaging the last three Technician Performance Appraisals and then comparing that score to the following chart (cases where three appraisals are not available to review the score will be derived from available methods allowed under applicable law, rule and regulation).

Appraisal score: 90 to 100 points ------- Outstanding
70 to 89 points --------- Excellent
40 to 69 points --------- Fully Acceptable.

(b) Performance level scores will then be weighed by following scale:

Outstanding --- 40 points
Excellent --- 30 points
Fully Acceptable-- 20 points

Example-Technician's last 3 appraisals average=78. And he/she has 15 years of technician service.

His/her performance level is within the Excellent range.
His/her performance level score = 30 points.
Add performance score 30 pts. To Tech service time 15 years.
Retention standing score = 45.

(2) Service computation date (SCD) will be utilized as a tiebreaker. This would mean that Technician A and B both have a retention score of 45; however, the SCD is 06-01-73 and 09-10-86 for technicians A and B respectively. Technician A would have a higher standing because of more years of federal service.

g. A technician retention score and overall rating is determined by the score of the last three Technician Performance Appraisals in accordance with current regulations.

h. Once authority for a RIF has been received, receipt of a new performance appraisal will not affect the technicians standing in the current RIF.

i. Technicians with an overall performance rating of unacceptable may only compete with or displace other technicians with unacceptable performance appraisals.

SECTION 6 - NOTIFICATION & COOPERATION WITH THE ASSOCIATION:

a. The Employer agrees to meet with the Association to outline the extent of the RIF and impact bargain a plan containing appropriate arrangements for Bargaining Unit Employees

adversely affected by the implementation of the impending RIF including any earlyouts, buyouts or reassignments.

b. After impact bargaining with the Association, notification of the RIF will be in the form of a posted written general notice as far in advance as possible.

c. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private Employers.

d. A separate written notice, the specific notice of RIF, will be given to each affected technician to be RIF'd 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.

SECTION 7 - EARLY RETIREMENTS AND BUYOUTS:

a. The agency will query only those employees in organizations, locations and/or occupational series affected by a potential RIF regarding their interest in Voluntary Separation Incentive Pay (VSIP) or Voluntary Early Retirement Authority (VERA), formerly known as an early retirement and/or buyout.

b. Any VSIP/VERA offers/applications must be approved by the **DMP/J1.**

ARTICLE 23

GRIEVANCE PROCEDURES

SECTION 1 - GENERAL:

a. A "Grievance" means any complaint:

(1) By any unit employee concerning any matter relating to the employment of the employee; or

(2) By the Association concerning any matter relating to the employment of any unit employee; or

(3) By any unit employee, the Association or the Employer concerning:

(a) The effect or interpretation, or a claim of breach, of the Labor Agreement; or

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

b. "Condition of Employment" means personnel policies, practices and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters:

(1) Relating to political activities prohibited under subchapter III of Chapter 73 of Title 5, U.S.C.;

(2) Relating to the classification of any position; or

(3) To the extent such matters are specifically provided for by Federal Statue.

(4) That are covered by 32 USC 709(f).

c. This procedure shall be the sole grievance procedure available to all employees of the unit. Where disagreements arise between the parties concerned, on questions of whether a grievance concerns a matter that is covered by this grievance procedure, they will be referred to an arbitrator for decision. The arbitrator will rule on the matter of grievability/arbitrability prior to rendering his/her decision on the merits of the grievance.

d. Employees may present their own grievances without the intervention of the Association so long as the adjustment is not inconsistent with the terms of this agreement and the Association has been given the opportunity to be present at the adjustment.

SECTION 2 - RIGHT TO REPRESENTATION: An employee, in preparing and/or presenting a grievance, has the right to be accompanied and/or advised by a representative of the Association. The employee, as well as the representative, is assured freedom from restraint, interference, coercion, discrimination, or reprisal in connection with his/her participation in this system. Both the employee and the representative, if an employee of the WIARNG will be given official time to present the grievance. All arrangements for a representative must be made by the employee presenting the grievance. In all cases where an employee is represented, the representative will be required to adhere to the same rules of conduct and procedures as the employee is required to follow.

SECTION 3 - SUPERVISOR- EMPLOYEE RELATIONSHIP: Prompt action by supervisors may resolve potential grievances. Each supervisor is charged with the direct responsibility of establishing a relationship with subordinates, which will reduce the need for grievance submissions.

SECTION 4 - PROCEDURES:

a. An employee may present a grievance concerning a continuing practice or condition at any time, but must present a grievance concerning a particular act or occurrence within 15 working days of the date of that act or occurrence, or the date he/she became aware of it. A grievance between an employee covered by this agreement and the Employer shall be processed in the following manner:

Step 1: The initial presentation of the grievance may be oral or written and will be taken up with or submitted to the immediate supervisor. The supervisor to whom the grievance is presented for informal adjustment will attempt to resolve it as expeditiously as possible, seeking the advice and assistance of others where necessary, and will give the employee his/her decision on the matter not later than 7 working days after the date of presentation. If the subject matter required consultation with other supervisors or management officials, the employee is advised of their participation in the decision. If the adjustment sought cannot be

granted, the employee is informed of the reasons and of his/her right to request further consideration under Step 2 below. If the presentation of the grievance is written, the decision will be in writing with a copy furnished all concerned. If the grievance and decision were communicated orally, the supervisor prepares a memorandum explaining the issues and the action he/she took in the matter and retains it with his/her supervisory record of employees.

Step 2: If a satisfactory settlement has not been reached at Step 1, the grievant shall reduce the grievance to writing and submit it within 15 working days after receipt of the first decision to the next level supervisor. The written grievance should identify the grievant and representative, if any, the specific nature of the grievance including treatment given at Step 1, and the corrective action desired. This next level supervisor shall hold a discussion on the grievance with the employee, the representative, if any, and other individuals concerned within 15 working days after receipt of the written grievance. The consideration accorded the grievance during this discussion will be informal; however, a memorandum for record will be prepared by the supervisor holding the discussion and will contain (1) a summary of the grievance, (2) the consideration accorded it, and (3) the conclusions reached, to include the course of action decided upon during the discussions. A copy of the memorandum will be furnished all
parties concerned.

Step 3: The aggrieved employee, if not satisfied with the decision reached at Step 2, may within 15 working days thereafter, make formal written request to the Employer for review and decision. During this time, the Employer representative and the Association may meet to discuss and attempt to resolve the grievance. The Employer will issue a written decision within 15 working days following receipt of the grievance.

b. All time limits provided for herein, may be extended by mutual agreement for valid reasons provided that a request for extension is presented prior to the end of the prescribed time limit.

c. Whenever an employee submits a grievance under the provisions of Step 3, an individual grievance file will be established and the record copy maintained by the **DMP/J1**. The file is an independent file, separate and distinct from the Official Personnel Folder. It will contain all information necessary for a clear understanding of the case including, as a minimum, the following:

(1) The written grievance.

(2) Any record memorandums prepared following discussions.

(3) The summary of meeting, if a group meeting was held.

(4) The report of inquiry, if an inquiry was conducted.

(5) The written decision.

d. The Employer shall, upon request of the aggrieved employee, permit inspection of pertinent records as permissible without violating laws, rules, security or Government policy.

e. Reconsideration may be given the grievance based on new evidence. At any stage of the review procedure, the employee may present new or additional evidence by submitting that evidence in writing through supervisory channels.

f. If the Employer's decision is not acceptable, the Union may within 15 working days invoke arbitration of the grievance under the provisions of Article 24 of the agreement.

SECTION 5 - MANAGEMENT GRIEVANCES: An Employer grievance shall be submitted in writing to the **DMP/J1** and delivered to the Association President within fifteen (15) working days of the incident that is the basis for the grievance(s). The Association will issue a written decision and present it to the Human Resource Office **DMP/J1** within thirty (30) working days following receipt of the written grievance, unless this time limit is extended by mutual agreement. Any issue not resolved to the Employer's satisfaction by the Association President's decision may be referred to arbitration under provisions of Article 19 of this agreement, provided the decision to invoke arbitration is made within fifteen (15) working days following the **DMP/J1's** receipt of the Association President's written decision. If the Association President fails to process the grievance in a timely manner, the Employer may invoke arbitration at any time.

ARTICLE 24

ARBITRATION

SECTION 1 - LIMITATION: The Employer or the Association may invoke binding arbitration over all grievances. The party invoking arbitration will provide written notice of their decision to the other party.

SECTION 2 - PROCEDURE: The party invoking arbitration will, within five (5) workdays of that decision, arrange to meet with the other party for the purpose of endeavoring to agree on the selection of an arbitrator. Simultaneously, the invoking party will also request FMCS (Federal Mediation and Conciliation Service) to provide mediation for a mandatory settlement conference to be held within 30 days of the request. If agreement cannot be reached on the selection of an arbitrator, either party may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. All costs of obtaining a list of arbitrators will be borne by the party invoking arbitration. Both parties shall meet within five (5) workdays after receipt of such list. If they cannot agree upon one (1) of the listed arbitrators, then the Employer and the Association will each strike one (1) arbitrator's name from the list of five (5) and shall then repeat this procedure. The Employer will allow the Association to strike first. The remaining name shall be duly selected as arbitrator.

SECTION 3 - COSTS: All costs, fees and any necessary per diem and travel expenses of the arbitrator shall be shared equally by the Employer and the Association. Allowance for travel and per diem will not exceed the maximum rate payable to Government employees in accordance with Joint Travel Regulations. The parties agree to share the cost of a hearing transcript if they mutually agree to request a transcript. If only one party wishes to request a transcript, that party will bear the entire cost.

SECTION 4 - HEARING: The arbitration hearing shall be held at a location mutually agreed upon by the Employer and the Association. The arbitration hearing will be held during the regular day shift work hours of the basic workweek.

SECTION 5 - DECISION: The arbitrator will be requested by the parties to render the decision as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearings unless the parties otherwise agree. The arbitrator must abide to the terms of the labor agreement and adhere to the law.

SECTION 6 - EXCEPTIONS: It is agreed that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

ARTICLE 25

DISCIPLINE AND ADVERSE ACTION

SECTION 1 - DISCIPLINE:

a. Bargaining unit members in technician status are only subject to disciplinary actions in accordance with applicable technician regulations and this collective bargaining agreement, rather than the Uniform Code of Military Justice (UCMJ) and Wisconsin Code of Military Justice (WCMJ).

b. There are two types of disciplinary action that may be taken against a technician, informal disciplinary action and formal disciplinary action. Disciplinary action will be taken for the purpose of correcting offending technicians, problem situations, maintaining discipline, and morale among other technicians. **Where corrective action can be accomplished through closer supervision, training, oral admonitions, or warnings, supervisors are encouraged to use progressive discipline. However, nothing in this paragraph or agreement precludes or limits a supervisor's ability to initiate formal disciplinary actions.**

c. **Supervisors are encouraged to resolve disciplinary issues at the lowest level through personal counseling.** The technician may request representation (in accordance with the Weingarten Rights, section 4 of this article) at such counseling sessions if it is suspected that the counseling actions may lead to formal disciplinary or adverse action. The crime provision and cases of misconduct as provided for in Government-wide regulations may serve as a reason to effect action without prior counseling. In cases of misconduct affecting the safety of personnel and or security of resources, the Employer agrees to examine temporary reassignment options as part of disciplinary action procedures.

d. Informal Disciplinary Actions

(1) Informal disciplinary actions consist of an oral admonishment and is the first step in constructive discipline. An oral admonishment is an interview between a supervisor and a technician and, if so designated, the technician's representative. During the interview, the

technician will be advised of the specific infraction(s) and the date(s) of the occurrence. The technician will be given opportunity to provide an explanation of the event in question.

(2) Notation of oral admonishment (date and subject) will be made by pencil entry on NGB Form 904-1 by the supervisor and should be initialed by the technician to verify the authenticity of the entry. Any such entry will be deleted after a one-year period, provided there are no other incidents of misconduct. The technician should be told the annotation will remain until the supervisor determines it is no longer needed or relevant to a continuing problem. Because the information contained on NGB Form 904-1 is of a personal nature, access will be limited to appropriate management officials, the technician concerned, and to individuals whom the technician has given written permission, i.e., EEO Counselor or Association Representative.

(3) An appeal of an oral admonishment may be made through the negotiated grievance procedure. A successful appeal would cause any record of the admonishment to be deleted.

e. Formal Disciplinary Actions. In accordance with TPR 752, formal disciplinary actions consist of written reprimands, suspensions, and changes to lower grade and removals. Even though these actions constitute formal discipline, only suspension, change to lower grade and removal are considered adverse actions since they affect the pay and employment of a technician.

(1) Written Reprimand. A letter of reprimand is issued when oral admonitions have proven ineffective. Before disciplining a technician in this manner, a supervisor will gather available information and discuss it with the technician informing him/her of the reason for the proposed action. After considering the technician's response, the supervisor will advise the technician of his/her decision either that the situation has been resolved or of his/her intention to proceed. If a letter of reprimand is decided upon, it must:

(a) Describe the offense in sufficient detail to enable the technician to understand why the reprimand is being given.

(b) Inform the technician that the letter will be filed as a temporary document in his/her Official Personnel Folder (OPF) until a specific date. Retention period may not exceed three years.

(c) Inform the technician that he/she may file a grievance through the negotiated grievance procedures.

(2) An appeal of a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal would cause the reprimand to be withdrawn and any record of the reprimand to be deleted. Once the reprimand is withdrawn from the OPF, it may not be referenced as a previous disciplinary action, nor may it be used to support any later adverse action.

SECTION 2 - ADVERSE ACTIONS:

a. Disciplinary Adverse Actions.

(1) **Disciplinary adverse actions consist of changes to lower grade, suspension and removal. For procedural guidance, see TPR 752 and the provisions of this article.**

(2) Appeals of disciplinary adverse actions will be forwarded to The Adjutant General, Department of Military Affairs, ATTN: WIJS-J1, PO Box 8111, Madison, WI 53708-8111. The Adjutant General is the final appeal authority for adverse actions taken against Excepted or Competitive technicians of the Wisconsin National Guard. There are two types of appeals available to the technician: an Appellate Review or Administrative Hearing. The technician may choose one or the other but not both. The request must be submitted through the **DMP/J1** to the Adjutant General within 20 calendar days of receipt of the original decision.

(a) The Appellate Review is accomplished by the Adjutant General. It involves a review by the Adjutant General of all pertinent records including material submitted by the technician with his/her appeal.

(b) In accordance with TPR 752, an Administrative Hearing means that an examiner from another state will gather all available facts through an administrative hearing process and then issue a report of the finding and recommendation to the Adjutant General with a copy sent to the technician.

b. Non-disciplinary Adverse Actions.

(1) Non-disciplinary adverse actions as described in TPR 715 means a personnel action taken as a result of an administrative decision, such as termination, furlough without pay, or the reduction in pay or compensation of a technician.

(2) The parties recognize that this type of adverse action is not taken as a result of a disciplinary action against a technician.

c. The Employer agrees to submit to advisory arbitration any adverse action against an employee, if so requested by the Association. It is further agreed that the Adjutant General would then render his/her final decision upon review of the advisory arbitrator's recommendations. If advisory arbitration is invoked, the Association will pay all costs for fees, per diem, and travel expenses of the arbitrator as well as any costs for stenographic services to include reproduction of transcripts. The parties will select an arbitrator in accordance with the procedures stated in Article 19, Section 2. Alternatively, the Association may elect to submit to an administrative hearing in accordance with TPR 752 as described above. In this case, the Employer agrees to pay all costs for per diem and travel expenses of the hearing examiner as well as any costs for stenographic services to include reproduction of transcripts.

SECTION 3 - DISCIPLINARY ACTION PROCEDURES: For procedures and practices for Adverse Actions please refer to TPR 752 and Supplement 1 of TPR 752. In order to settle appeals to an Adverse Actions as expeditiously as possible it has been agreed that the Adjutant General will issue his/her final decision usually within 15 working days, but not longer than 20 working days, of the appellate review or receipt of the recommendation from the appointed hearing examiner. The timeframe may be extended by mutual consent of the Employer and the Association.

SECTION 4 – WEINGARTEN RIGHTS: If a technician believes that a formal discussion with a supervisor may lead to disciplinary or adverse action, the technician has a right to request representation of his/her choice. If a technician requests representation, any investigatory interview will be delayed for a reasonable amount of time until the employee(s) representative can be present.

ARTICLE 26

DURATION AND CHANGES

SECTION 1 - DURATION:

a. This agreement shall remain in effect for three (3) years from the effective date. The effective date of this agreement shall be the 31st day from the execution of signing by the Association and the Employer, or the date of agency approval, whichever comes first. In the event that any specific items are not approved by the agency, the remainder of the agreement shall go into effect on the date specified and the items not approved by the agency shall later be incorporated as negotiations or appropriate direction dictate. However, such items, even though later implemented, shall be subject to the effective date reached under the provisions of the first sentence of this article.

b. In the event the agency does not approve the agreement within the 30 day approval period, the parties agree to include in the agreement, prior to distribution, the date of the 31st day after the extension of signing so that the members of the bargaining unit and supervisory/managerial personnel will have full knowledge of the effective date of this agreement.

c. However, should the agency approve the agreement within the 30-day approval period, that approval date will also be included in the agreement prior to distribution.

SECTION 2 - REOPENING:

a. This agreement may be subject to supplements or amendments during the agreement lifetime under one of the following procedures:

(1) At the "mid-point" in the agreement (18 months after the effective date), should either party seek to negotiate changes to existing articles or new provisions for this agreement.

(2) At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.

(3) When agreement provisions require amendment due to law, rule or regulation changes that affect the provisions of this agreement.

(4) After the first 12 months of this agreement, bargaining can be opened by either party, without mutual consent for those subjects not discussed or waived during negotiations for this agreement.

b. A request for an amendment or modification or supplement of this agreement by either party shall be in writing setting forth the need or reason for the propose change and a summary of the change.

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

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

End of this Page

e. All midterm agreements reached shall be signed by the representatives of the parties in accordance with the Memorandum of Understanding (MOU).

SECTION 3 - RE-NEGOTIATION:

a Negotiations for a new agreement will commence no earlier than 180 calendar days nor later than 90 calendar days prior to the termination of this agreement.

b. Thirty (30) calendar days prior to the start of negotiations of a new agreement, two representatives of the Employer and two members of the Chapter will meet to initiate a Memorandum of Understanding (MOU) establishing ground rules for the conduct of negotiations

IN WITNESS WHEREOF the parties hereto have entered into this Agreement on this 7TH day of DECEMBER 2009

FOR THE ASSOCIATION:

LESLIE J. HACKETT
ACT President
Chief Negotiator

GREG BALL
Member

TODD TESSMAN
Member

MELISSA GILLES
Member

Donald P. Dunbar
Brigadier General, WI ANG
The Adjutant General

FOR THE EMPLOYER:

KENNETH A. KOON
Director of Manpower & Personnel/J1
Chief Negotiator

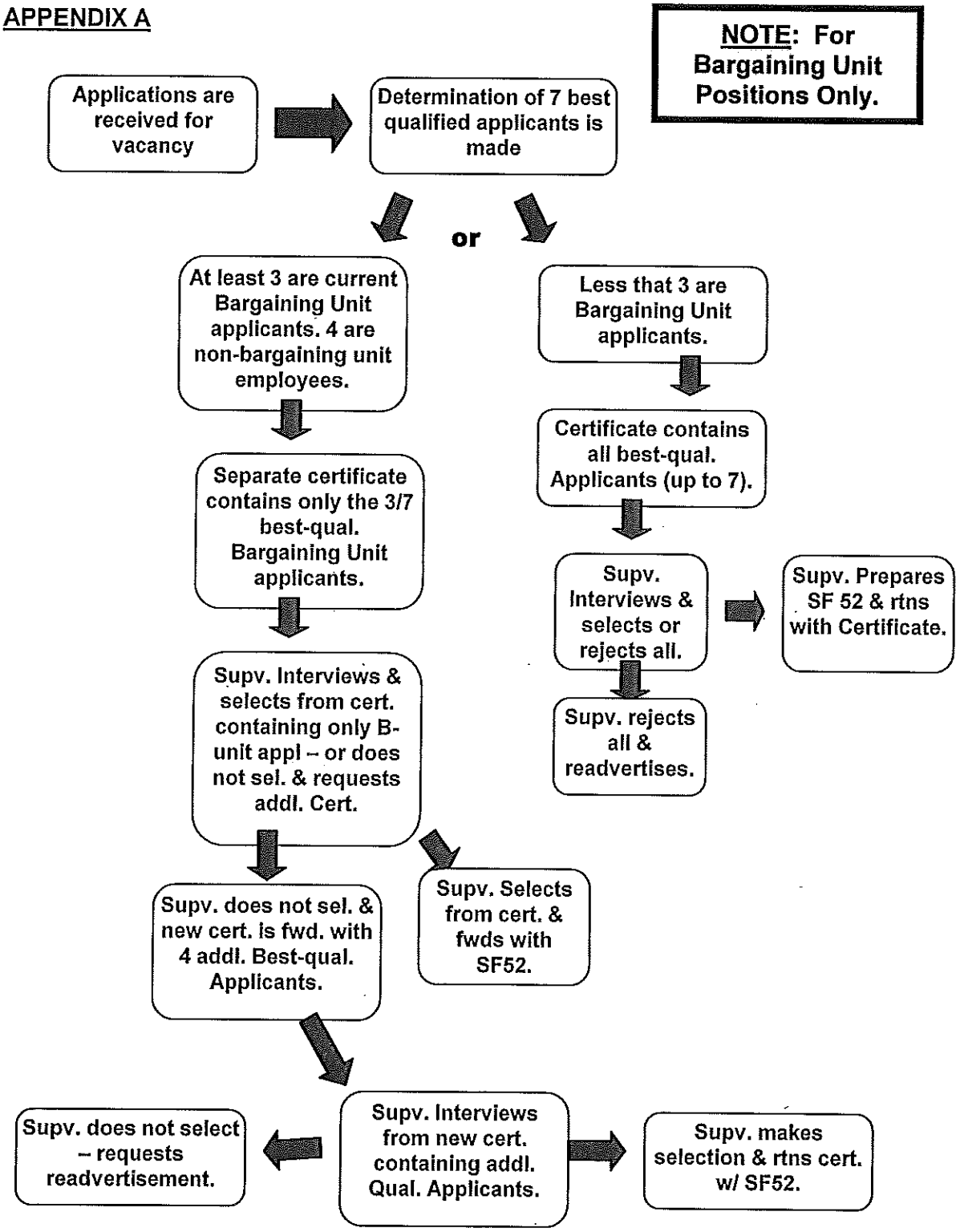
JEFFERY D. PAULSON
Member

DANIEL T. SAILER
Member

KENNETH G. UTING
Member

APPROVED BY THE DEPARTMENT OF DEFENSE ON MARCH 25, 2010.

APPENDIX A


NOTE: For Bargaining Unit Positions Only.
Applications are received for vacancy
Determination of 7 best qualified applicants is made
or
At least 3 are current Bargaining Unit applicants. 4 are non-bargaining unit employees.
Separate certificate contains only the 3/7 best-qual. Bargaining Unit applicants.
Supv. Interviews & selects from cert. containing only B-unit appl – or does not sel. & requests addl. Cert.
Supv. does not sel. & new cert. is fwd. with 4 addl. Best-qual. Applicants.
Supv. Selects from cert. & fwds with SF52.
Supv. Interviews from new cert. containing addl. Qual. Applicants.
Supv. does not select – requests readvertisement.
Supv. makes selection & rtns cert. w/ SF52.
Less that 3 are Bargaining Unit applicants.
Certificate contains all best-qual. Applicants (up to 7).
Supv. Interviews & selects or rejects all.
Supv. Prepares SF 52 & rtns with Certificate.
Supv. rejects all & readvertises.

Labor Management Agreement

Between

THE ADJUTANT GENERAL
STATE OF WISCONSIN

And

THE BADGER STATE AND
MAD CITY CHAPTERS
ASSOCIATION OF CIVILIAN
TECHNICIANS

2010 - 2012

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PREAMBLE

This Agreement is made in consonance with Title VII, Public Law 95-454, hereinafter referred to as the Law, by and between The Adjutant General, State of Wisconsin, hereinafter referred to as the EMPLOYER, and the Association of Civilian Technicians, consisting of the Badger State and Mad City Chapters, hereinafter referred to as the UNION, for employees of that described unit, hereinafter referred to as the EMPLOYEES. The intent and purpose of this agreement is to promote and improve the effectiveness and efficiency of the Wisconsin Air National Guard and the welfare and security of its employees (technicians) within the meaning of The Law. The parties hereto concur that this can best be accomplished by a commitment to partnership. The parties hereto agree to assume responsibility for eliminating all practices which hinder efficient operation, affirm that they will cooperate in all these endeavors and exert concerted effort to strengthen good relations between the “Employer” and the “employees.” Wherever language in this agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed. This in no way releases the Employer from contracted obligations incurred under this labor agreement. Now, therefore, be it hereby known, the undersigned parties hereto agree to the following articles.

ARTICLE 1 - DEFINITIONS

AGENCY: The "Agency" means an Executive agency.

AMENDMENTS: Modifications of the Basic Agreement by adding, deleting, or changing portions, sections, or articles of the Agreement.

AUTHORITY: The Federal Labor Relations Authority.

CFR: Code of Federal Regulations

DMP: DIRECTOR OF MANPOWER AND PERSONNEL

EMERGENCY: An unforeseen combination of circumstances or the resulting state that calls for immediate action.

EMPLOYEE: The "employee" means an individual employed by the Wisconsin Air National Guard as a technician under the supervision of **T**he Adjutant General of Wisconsin.

EMPLOYER: The "Employer" means The Adjutant General of Wisconsin.

EXCLUSIVE REPRESENTATIVE: The Association of Civilian Technicians, Air.

GOOD GOVERNMENT STANDARD; The elements of a good government standard are the promotion of increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee empowerment, organizational performance, and in the case of the Department of Defense, military readiness.

GRIEVANCE: Any complaint by an employee concerning any matter relating to the employment of the employee; by any labor organization concerning any matter relating to the employment of any employee; or by any employee, labor organization, or agency concerning the effect, application, interpretation or a claim of breach, of a collective bargaining agreement; or any claimed violation, misapplication or misinterpretation of any law, rule or regulation of appropriate authority affecting any condition of employment.

IMPASSE: The inability of the representatives of the parties to arrive at a mutually agreeable decision concerning negotiable matters, through the collective bargaining process.

MANAGEMENT OFFICIAL: An individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine or influence the policies of the agency.

MPD/J1: Manpower and Personnel Directorate/J1

NEGOTIATION: Collective bargaining by representatives of the parties on appropriate issues relating to any condition of employment, personnel policy or practice, with the view of arriving at a formal agreement.

OFFICIAL TIME: Time granted to an employee in the bargaining unit to exercise all rights contained in the agreement and to perform and fulfill all aspects of his or her labor-management relations obligations, including time authorized and approved by the Employer to attend and receive any training from appropriate sources to enhance one's ability in the performance of his or her labor-management relations functions.

OPF: Official Personnel File

OPM: Office of Personnel Managment

SUPERVISOR: An individual with authority 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.

SUPPLEMENTS: Additional articles or memoranda negotiated by the parties on subjects not adequately covered by this Agreement, which are agreed to and therefore become a part of this Agreement.

TPR: Technician Personnel Regulation

UNFAIR LABOR PRACTICE: An Unfair Labor Practice (ULP) is defined as any violation of the Federal Service Labor Relations Statute 5 U.S.C. Chapter 71.

UNION: The "Union" means the Association of Civilian Technicians, Air.

UNION MANAGEMENT PAIRS (UMPS): UMPS will be limited to two (2) joint labor/management teams from each of the Air bases in Milwaukee and Madison. Personnel serving on UMPS teams cannot be Air or Vice Commanders, Union Presidents or Union Executive Officers (1st or Second Vice Presidents.) Personnel will normally serve for a renewable four (4) year term and shall be appointed jointly by management and the Union. UMPS members should have the ability to remain neutral and objective on any number of subjects. UMPS teams should be trained in the use of investigative skills, interest based problem solving and interviewing techniques.

UNION OFFICIAL AND/OR REPRESENTATIVE: Any accredited National Representative of the Union, and the duly elected or appointed officials of the Chapters, including Stewards, committee members and others designated by the Union.

U.S.C.: United States Code

WING HRR: Wisconsin National Guard Human Resource Regulation

ARTICLE 2 - GENERAL PROVISIONS

2.1. RECOGNITION. The parties recognize that both negotiations and administration of all matters covered by this Agreement are governed by the law and the provisions of applicable federal rules and regulations. That said recognition is based on a grant of exclusive recognition, dated 30 March 90.

2.2. UNIT DESIGNATION. This agreement is applicable to the unit of all Wisconsin Air National Guard Civilian Technicians (GS and WG) employed by The Adjutant General, Wisconsin at Madison, Milwaukee and Volk **F**ield, excluding all management officials, supervisors, **state employees**, employees engaged in federal personnel work in other than a purely clerical capacity, and professional employees.

ARTICLE 3 - PROVISIONS OF LAW

3.1. APPLICABILITY. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth by published agency policies and regulations in existence at the time the Agreement was approved. Subsequently published rules or regulations which conflict with provisions of this Agreement will not take precedence for purposes of the bargaining unit.

3.2. MANAGEMENT RIGHTS AND OBLIGATIONS.

a. Subject to 5 USC § 7106(b), nothing in this chapter shall affect the authority of any management official of any agency -

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

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

(3) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

(4) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and

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

b. Nothing in Section 7106, Title VII Public Law 95-454 shall preclude the Agency and the labor organization from negotiating:

(1) At the election of the agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work

project, or tour of duty, or on the technology, methods, and means of performing work; or

(2) Procedures which management officials of the agency will observe in exercising any authority under this article; or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority by such management officials.

c. The Employer agrees to distribute a letter from the Union introducing it to the new employee (letter subject to Employer review). This letter will identify the appropriate Steward at the employee's base. The letter and a copy of the collective bargaining agreement will be sent to the new employee's supervisor and both documents given at the base during the normal supervisor orientation.

3.3. UNION RIGHTS AND OBLIGATIONS.

a. The Union is responsible for briefing all bargaining unit employees on the provisions of this agreement. The Employer agrees to provide two (2) four-hour blocks of official time, per Chapter, for the briefing and training of bargaining unit members on the contents and meaning of this Agreement.

b. The Union shall be given the opportunity to be present at any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or any examination of an employee in the unit by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

c. The Employer recognizes that the Union is the exclusive representative of bargaining unit employees and is entitled to act for or in behalf of unit employees. This recognition includes the right of the Union to negotiate, as appropriate, on all matters affecting the conditions of employment of unit employees.

d. The Employer and Labor Organization agree that smoking of any legal tobacco product is the choice of the employee. The employer will provide a smoke free work area. The employer, with the cooperation of the labor organization, will designate smoking areas on the installation. Smoking will not be permitted:

(1) in any classroom, work area, or building designated as “Smoke Free”,

(2) in military vehicles, GSA vehicles, and military aircraft; or

(3) in any area where it is prohibited by law, fire, or safety regulations.

The Union has the right to request negotiations regarding any implementation or change to a smoking policy.

e. Internal Union business, such as soliciting membership, collecting dues, campaigning for office, electing officers or attending union meetings, will be conducted during the non-work time of the employees involved. For the purpose of this Article, non-work time is lunch periods, or periods of leave, i.e., annual, LWOP, or compensatory time.

f. Subject to normal security requirements, the Union will be authorized to conduct two (2) annual membership drives, not more than **thirty (**30**)** days in duration. Activity during such membership drives will be conducted during the non-work time of the employees involved. The local Union may be assisted in such drives by authorized national representatives of the Association of Civilian Technicians (ACT).

3.4. RIGHTS OF UNION REPRESENTATIVES.

a. The Employer recognizes elected Union officers and stewards as representatives of the Union for the purpose of consultation, conferences and other Union responsibilities. The Union may appoint a substitute officer or steward in the event of a transfer, in an attempt to maintain continuity in labor management relations.

b. The number of stewards required shall be those necessary to adequately represent all employees within a work area or shop as designated by the Union in consultation with the Employer. The Union shall provide the Employer, in writing and on a current basis, a complete list of all union officers and stewards together with each official area of responsibility.

c. Officers, stewards and employees engaged in labor organization activities, other than purely representational, will obtain their supervisor's approval as soon as practicable in advance concerning any Union activity which will require taking annual leave or LWOP unless waived by the Employer. A civilian technician who is elected or appointed to serve full time as a national or state representative or officer with the Labor Organization may, at the discretion of the Employer, be granted LWOP for one year. An extension for one additional year may be granted upon

request of the civilian technician and with the approval of the Employer. The civilian technician's rights and privileges will be protected under the provisions of the applicable portions of the CFR.

d. During Official Time, Union officials or Union officers will obtain authorization from their immediate supervisor to discontinue work for the purpose of Union representation and will notify their immediate supervisor upon return. Approval will be given except in situations that would seriously affect the mission accomplishment of the Employer. In such cases, the Union official or Union officer will be released at the earliest opportunity. The Union official will be permitted to advise the employee or management official involved of his/her inability to be released from duty and what other arrangements will be made. Representatives will notify the supervisor of the area being visited. Normally employees should use Union officials as assigned by the Union when requirements for representation arise. Union officials granted official time for representation functions will keep their supervisor informed of their location in the event they need to be recalled for mission requirement emergencies.

e. Union officials and representatives shall endeavor to make certain that after due investigation and preparation, the facts and materials presented, are appropriate matters for presentation to a supervisor or other representative of the Employer.

3.5. EMPLOYEE RIGHTS AND OBLIGATIONS.

a. The Employer and the Union agree that employees in the unit shall be protected in the exercise of their rights freely, and without penalty or reprisal, to form, join and assist a labor organization or to refrain from such activity. Such right includes the right:

(1) To act for the Association of Civilian Technicians and its member Chapters in the capacity of a representative and the right, in that capacity, to present the views of the employees they represent to the heads of agencies and other officials of the Executive Branch of Government, the Congress or other appropriate authorities; and

(2) To engage in collective bargaining through representatives chosen by employees under Title VII Public Law 95-454; with respect to all conditions of employment, permitted by law or regulation of appropriate authority.

b. **A bargaining unit employee has the right to be represented by the bargaining unit upon his/her request. When a supervisor knows or** an employee believes that a discussion with a supervisor may lead to disciplinary or adverse action, the technician has a right to request representation of their choice. If an employee requests representation,

(invokes Weingarten Rights) no further questioning will take place until the technician's representative is present, unless the technician waives **said Weingarten Rights**, in writing (as documented on the 904, and initialed by both parties).

(1) A bargaining unit employee has the right to be represented by a bargaining unit representative upon his/her request. If the employee invokes Weingarten representation, further questioning may take place once the bargaining unit representative is present within a reasonable amount of time.

(2) A bargaining unit employee has the right to be represented by a bargaining unit representative upon his/her request. When a supervisor knows or an employee believes that a discussion with a supervisor may lead to disciplinary or adverse action, the technician has a right to request the presence of a bargaining unit representative of their choice. If an employee requests representation by a bargaining unit representative, (invokes Weingarten Rights) the employee will be granted a reasonable amount of time to obtain representation from an bargaining unit representative before further questioning will take place, unless the technician waives said Weingarten Rights, in writing (as documented on the 904, and initialed by both parties).

c. This agreement does not prevent any employee, regardless of employee organizational membership, from bringing matters of personal concern to the attention of appropriate supervisors, management officials or other government officials in accordance with applicable laws and regulations of appropriate authorities.

d. Nothing precludes an employee from:

(1) Being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or

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

e. It is agreed and understood that an employee or the Union on behalf of the employee has the right to file a complaint, grievance, unfair labor practice, appeal action, and/or seek the assistance of the Union, without any interference, intimidation, coercion or fear of reprisal on the part of any management official of the Employer. This right includes the right to offer testimony, submit affidavits and act as a witness for any of the above cited proceedings.

f. During official time, employees will obtain authorization from their immediate supervisor to discontinue work for the purpose of meeting with their representative and will notify their immediate supervisor upon return. Approval will be given except in situations that would adversely affect the mission accomplishment of the Employer. In such cases, the employee will be released at the earliest opportunity. Employees will notify the supervisor of the area being visited. Normally employees should use Union representatives as assigned by the Union when requirements for representation arise. Employees will keep their supervisor informed of their location in the event they need to be recalled for mission requirement emergencies. The employee may contact the Union official and advise the Union official of the time he/she will be permitted to leave the work area.

g. Employees shall not be required to participate in any voluntary programs, through direction, intimidation, coercion or threats of any reprisals. Those wishing to participate may do so of their own accord. Those wishing not to participate may destroy or discard the material.

h. All employees have the right to work in an environment free from intimidation, coercion, and harassment. These rights will be applied without regard to an employee's race, color, sex, national origin, marital status, age, lawful political affiliation, union affiliation or handicapping condition.

3.6. MUTUAL RIGHTS AND OBLIGATIONS.

a. **In the administration of all matters covered by this agreement, the parties are governed by the laws, rules and regulations of appropriate authorities,** published agency regulations, policies, practices and jointly agreed to memoranda in existence at the same time this agreement is effective, which are not in conflict with any of the provisions of this agreement.

b. The provisions of this agreement shall supersede any agency regulations, policies, or practices, published or otherwise, for which no compelling need has been established, which are in conflict with this agreement.

c. The parties are obligated to negotiate in good faith with the objective of reaching agreement by diligent, and serious exchange of information and views. The parties agree to meet at reasonable times to discuss all matters affecting work conditions of the employees of the bargaining unit and to negotiate as appropriate on those matters which are within the Employer's duty to bargain.

d. The parties will strive to establish relationships which foster integrity and mutual respect for the representatives of the parties. They both agree to maintain and support an environment that promotes good workmanship, protects human dignity, assures and maintains high standards of employee performance and is free from any appearance of discrimination or favoritism.

e. The Employer agrees to contact the Chief Negotiator, as identified in the MOU, to represent the Union at all collective bargaining and or administration proceedings of the labor agreement.

f. In all other representational matters affecting the local worksite the Employer will consult and or negotiate with the Chapter president or his/her designated representative.

ARTICLE 4 - UNFAIR LABOR PRACTICES

4.1. EMPLOYER RESPONSIBILITIES: It shall be an unfair labor practice for the Employer:

a. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under The Law;

b. To encourage or discourage membership in the Union by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;

c. To sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;

d. To discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under The Law;

e. To refuse to consult or negotiate in good faith with the Union as required by The Law;

f. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by The Law;

g. To enforce any rule or regulation (other than a rule or regulation implementing Section 2302 of The Law) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or

h. To otherwise fail or refuse to comply with any provisions of The Law.

4.2. UNION RESPONSIBILITIES: It shall be an unfair labor practice for the Union:

a. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the law;

b. To cause or attempt to cause the Employer to discriminate against any employee in the exercise by the employee of any right under the law;

c. To coerce, discipline, fine, or attempt to coerce a member of the Union 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;

d. To discriminate against an employee with regard to the terms or conditions of membership in the Union on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping;

e. To refuse to consult or negotiate in good faith with the Employer as required by The Law;

f. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by The Law;

g. To call, or participate in a strike, work stoppage, or slowdown, or picketing of the Employer in a labor-management dispute if such picketing interferes with the Employer's operation; or

h. To condone any activity described in subparagraph g. above by failing to take action to prevent or stop such activity or to otherwise fail or refuse to comply with any provision of The Law.

i. The Union which is accorded exclusive recognition shall not deny membership to any employee in the unit except for failure to meet reasonable occupational standards uniformly required for admission, or for failure to tender initiation fees and dues uniformly required as a condition of acquiring and retaining membership. This paragraph does not preclude the Union from enforcing discipline in accordance with procedures under its constitution or by-laws which conform to the requirements of The Law.

4.3. JOINT RESPONSIBILITIES*:* Both parties agree to make a good faith effort to notify each other of an unfair labor practice prior to the filing of an unfair labor practice charge*.*

ARTICLE 5 - PARTNERSHIP AGREEMENT

a. Under the “Good Government Standard” the Employer and the Union agree to establish a partnership. We recognize the value that both management and the employees gain when acting as Equal partners in accomplishing our mission. As equal partners we are committed to the promotion of increased quality, productivity, customer service, mission success, efficiency, quality of life, employee empowerment, organization performance and military readiness. We envision labor and management cooperatively achieving these mutual values through innovative approaches.

b. The parties agree that, if they form an Interest Based Bargaining Team, the team’s recommendations will be implemented without impact negotiations only if:

(1) The deliberations of the Team result in a true consensus signified by the written assent of all team members.

(2) The recommendations of the Team are adopted verbatim.

c. In the event either of the above conditions can not be satisfied impact and implementation bargaining will be required.

d. Meetings should be scheduled at mutually convenient times at least quarterly.

e. The partnership will develop and implement partnership training programs for bargaining unit members, shop stewards and supervisors. The employer will fund all partnership training.

ARTICLE 6 - PURPOSE

It is the purpose of the parties to:

a. Promote the public interest by facilitating employee performance and efficiency through the continual development and implementation of modern and progressive work practices;

b. Further the well-being of employees and the efficient administration of the National Guard by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of employment;

c. Improve the participation of employees through the maintenance of constructive and cooperative relationships between the Union and the Employer;

d. Encourage, subject to the law and paramount requirements of public service, effective labor-management relations within the National Guard by clear statements of the respective rights and obligations of the Union and the Employer.

ARTICLE 7 - NEGOTIATIONS

7.1. EXCLUSIONS FROM SCOPE OF NEGOTIATIONS. No obligation exists to consult or negotiate with the Union with respect to such areas of discretion and policy as the mission of the Department of Defense or activity; its budget; its organization; the total number of employees; the numbers, types and grades of positions or employees assigned to any organizational unit; work project or tour of duty; the technology of performing its work; or its internal security practices.

7.2. MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATIONS. It is agreed and understood that matters appropriate for consultation or consideration between the Employer and the Union are personnel policies, programs, procedures and personnel practices or other matters relating to or affecting general working conditions of employees in the unit which are within the discretion of the Employer. These include but are not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, reduction-in-force practices, hours of work, and appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change. The representatives of the Employer and the Union shall meet at reasonable times and confer in good faith with respect to personnel policies, practices and matters affecting working conditions under applicable laws and regulations including policies set forth in the appropriate regulations, published agency policies and regulations, and national or other controlling agreement of a higher level. Examples of matters which are appropriate for conciliation and/or negotiations;

a. Work environment;

b. Use of facilities and services;

c. Work shift assignments;

d. Recommendations concerning training programs to increase skills and help employees achieve career goals;

e. Procedures for the disposition of employee grievances;

f. Vacation schedules;

g. Application of procedures relating to promotions, disciplinary actions and appeals, reductions in force, and employee appraisals;

h. Implementation of the Equal Employment Opportunity Program;

i. Appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

j. Changes in personnel policies, practices and matters affecting working conditions.

ARTICLE 8 - NEGOTIABILITY DISPUTES

8.1. INTERPRETATION OF APPLICABLE LAWS AND REGULATIONS. When an issue develops in connection with negotiations between the Employer and the Union over the negotiability of any proposal, and the Employer or his designee makes a determination of non-negotiability with which the Union disagrees, the Union may petition for review of the issue, in writing, to the Federal Labor Relations Authority in accordance with the procedures contained in Section 2424 of the Authority's rules and regulations. The party initiating the petition will serve a copy on the other party.

8.2. FEDERAL LABOR RELATIONS AUTHORITY. The proper procedures for processing specific negotiability disputes between the Employer and the Union are contained in the rules and regulations of the Authority, 5 CFR 2424 and 5 CFR 2429. The Union may refer to the Authority for a determination when it disagrees with the Employer's decision on negotiability issues, in accordance with Part 2424 of the Authority's regulations.

ARTICLE 9 - NEGOTIATION IMPASSES

9.1. FEDERAL MEDIATION AND CONCILIATION SERVICE. In the event a negotiation dispute arising between the Employer and the Union persists and despite diligent efforts of both parties to reach agreement on all issues, assistance of the Federal Mediation and Conciliation Service (FMCS) may be requested in accordance with procedures set forth in Title 29 of the United States Code (FMCS).

9.2. FEDERAL SERVICE IMPASSES PANEL. When a negotiation impasse remains unresolved, despite the efforts of the Federal Mediation and Conciliation Service or other mediator agreed upon by both parties, the issues involved may be referred to the Federal Service Impasses Panel by either or both parties, in accordance with rules set forth in Part 2471 of 5 CFR.

ARTICLE 10 - AGREEMENT ADMINISTRATION

10.1. EFFECTIVE DATE. The effective date of the new contract shall be 1 January **2010** or the signing by the Labor Organization and **T**he Adjutant General which ever is later.

10.2. AGENCY APPROVAL.

a. Upon conclusion of negotiations, the contract will be forwarded to the Defense Civilian Personnel Management Service (DCPMS) for agency approval in accordance with the procedures set forth in 5 U.S.C. 7114 (c). Negotiations of disapproved provisions will be initiated by the parties within ten (10) workdays following receipt of the DCPMS disapproval and negotiations will be completed in accordance with the Memorandum of Understanding.

b. Formal signing of the new agreement shall occur after ACT National Review and Chapter Ratification. Any item not ratified by Chapter membership or approved by National ACT will require the parties to renegotiate those items. Renegotiations of any such articles will be initiated within the guidelines of the Memorandum of Understanding. Within five (5) workdays after all reviews have been accomplished by the appropriate parties and all language is final, **T**he Adjutant General, the CHIEF NEGOTIATORS and the individual negotiators shall affix their signatures to the agreement. When extenuating circumstances require, the CHIEF NEGOTIATORS may mutually agree to an extension of the time for signing.

10.3. AGREEMENT DURATION. The duration of the new contract shall be 3 years. The effective date of the new contract shall be 1 January **2010** or the signing by the Labor Organization and **T**he Adjutant General which ever is later. Further, the agreement will be terminated by the Employer upon certification by proper authority that a Union no longer represents the employees in the bargaining unit.

10.4. AGREEMENT AMENDMENT.

a. This agreement may be subject to supplements or amendments during the agreement lifetime under one of the following procedures:

(1) At mid-term in the agreement (eighteen (18) months after the effective date), should either party seek to negotiate additional provisions on subjects not discussed or waived during negotiations for this agreement.

(2) Negotiations can be opened at any time during the life of the contract by mutual consent on any new or existing articles of the agreement.

(3) After **eighteen (**18**)** months, bargaining can be opened by either party, without mutual consent for those subjects not covered by previous negotiations.

b. A request for an amendment or modification or supplement of this agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change.

c. Representatives of the Employer and the Union will meet within **thirty (**30**)** calendar days to commence negotiating the proposed amendment, modification, or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.

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

e. All midterm agreements reached shall be signed by the representatives of the parties in accordance with the Memorandum of Understanding (MOU).

10.5. NEGOTIATING A NEW AGREEMENT.

a. Negotiations for a new agreement will commence no earlier than **one hundred eighty (**180**)** calendar days nor later than ninety (90) days prior to the termination of this agreement.

b. Thirty (30) calendar days prior to the start of negotiations of a new agreement, two representatives of the Employer and one member of each Chapter will meet to initiate a Memorandum of Understanding establishing ground rules for the conduct of negotiations.

10.6. CONTINUANCE OF RECOGNITION. The term of the agreement may be extended for a specified period of time beyond the expiration date

during the period of declared national or state emergency, or by the mutual consent of both parties.

ARTICLE 11 - OFFICIAL FACILITIES AND SERVICES

11.1. OFFICE SPACE. The Employer will make available to the Union at Milwaukee and Madison Air Bases suitable office space that, if necessary, may be shared with users who currently occupy this space on less than a full time-basis. Selection of space shall be based on maximizing to the extent possible the factors of availability, size, and convenience of location. The office will be provided with a desk and two chairs; a four-drawer file cabinet; a secure storage cabinet; and a telephone. The Union agrees to assume the cost of all toll calls. Either party may reopen this provision for further negotiations when additional space becomes available through, for example, downsizing or completion of the headquarters building.

11.2. MEETING ROOMS. Subject to the Employer's approval, conference rooms and meeting rooms may be made available to the Union for use for representational purposes and the holding of Union meetings. In the case of Union meetings, other than those which may be provided by this agreement, the facilities will be available after duty hours of the employees involved.

11.3. REFERENCE MATERIALS. The Employer agrees to provide access to all pertinent personnel manuals, agency regulations and directives and other materials used in the administration of personnel policies, practices and matters which affect the conditions of employment of employees.

11.4. JOB OPPORTUNITY ANNOUNCEMENTS. The Employer through the **Manpower and Personnel Directorate (MPD/J1)** will furnish each Chapter President with copies of all job opportunity announcements for which employees may be eligible to apply.

11.5. BARGAINING UNIT MEMBER LISTING. Upon request from **any** Union Officer, the Employer agrees to furnish to the Union a current listing of all bargaining unit employees. The listing shall include the employee's name, position title, and grade. Responsibility for prudent use of this information is the sole responsibility of the Union. Upon request by the Union, the Employer agrees to provide a copy of the manning document no more than once a quarter.

11.6. MEMBERSHIP DRIVES. Upon request, and if available, the Employer may provide for the use of tables, chairs and easels for use during membership drives of the Union. Membership solicitation may only

be accomplished in non-work areas during the non-work time of the employees involved. The Union may be assisted in this drive by representatives of the Union's national office.

11.7. OTHER FACILITIES. The Employer agrees to provide an area for lunch, rest breaks, sanitary facilities and parking. The Employer will consider the designation of a parking area for employees who operate motorcycles. As long as the Employer continues to provide parking for management and staff, the Employer agrees to provide one (1) mutually agreeable parking space, designated for each Chapter President at the Milwaukee and Madison air bases, which shall be in reasonable proximity to the work sites of these officials. Similarly, one (1) parking space will be designated for the Union's Chief Negotiator at the work location where he/she works.

11.8. BULLETIN BOARDS. The Union will be authorized space for their exclusive use to post notices on designated bulletin boards. Supervisors concerned will consider the Union's request for space and location. If the Union is not satisfied with the space on bulletin boards, the matter may be referred to the local Air Commander/Detachment Commander for final determination.

11.9. TELEPHONES. Employees will have use of the Employer's telephones for receiving and making personal telephone calls regarding child care, work schedule changes, emergencies, transportation and other calls with the approval of the Employer. Union officials will be permitted to utilize the Employer's telephone for the conducting of representational business subject to the provisions of 11.1 above. Representational business includes the right to contact representatives of the national organization for advice and guidance on dealing with representational matters.

11.10. PUBLIC ADDRESS SYSTEM. The Employer agrees to allow use of the Public Address (PA) system by the Union to announce meetings and special functions.

11.11 REPRODUCTION OF AGREEMENT. The Employer agrees to the electronic reproduction of this agreement. The cover page will display the Air Guard insignia and the ACT insignia. The lettering will indicate that this is the labor agreement between the Association of Civilian Technicians, Badger State and Mad City Chapters, and **T**he Adjutant General of the State of Wisconsin. The Employer authorizes the reproduction of this agreement using government resources.

11.12 ELECTRONIC AGREEMENT LOCATION. The Employer agrees to post the agreement on the **MPD/J1**-LR web page, NLT **five (**5**)** calendar days after its effective date.

ARTICLE 12 - OFFICIAL TIME

12.1. SCOPE. Union officials shall be permitted a reasonable amount of official time for the purposes of furthering mutual interests under the “Good Government Standard”.

12.2. UNION SPONSORED TRAINING. An employee who is an officer or steward will be granted Official Time, subject to supervisory approval, for the purpose of attending training sponsored by the Union, other government agency or any other source in the area of Labor/Management Relations. The subject matter of such training must be of mutual concern to the Employer and the employee in his capacity as a Union representative and the Employer's interest must be served by the employee's attendance. In determining whether to allow an employee to attend Union sponsored training the immediate supervisor will determine whether mission requirements permit the individual to leave the workplace. If that is the case, then the request for Official Time to attend Union sponsored training will be so endorsed by the supervisor and sent to the **MPD/J1**. Official Time for this purpose will cover only such portions of a training session that meet the foregoing criteria and is scheduled during regular duty hours. The Employer agrees to provide official time of three (3) working days for elected officials and stewards per calendar year for the life of the contract. The Chapter Treasurer, in lieu of two (2) days training per year, may substitute such time for completion of mandatory reports as required by law. Request for Official Time must include (a) specifically who is conducting training; (b) the specific time of day that the session will be held; and, (c) the subject matter to be covered in the training session, and be received by the Employer at least five (5) days prior to the scheduled training date. Official Time will not be granted for employees to attend training sessions conducted by the Local Union.

12.3. JOINT TRAINING. The Employer agrees to authorize payment for all in state Employer sponsored joint labor management relations training and the use of a government vehicle for transportation to and from such training.

12.4. MEETING SCHEDULES. To the extent possible the Employer will schedule all meetings with Union officials during the normal working hours of the Union official. If circumstances prevent this from occurring, with agreement of the parties, then Union Officials may be permitted to adjust

their work schedules so that all representational business can be conducted during official time.

12.5 RECORDING OFFICIAL TIME. Employees who are granted official time to perform representational duties of the Union will have their time recorded by their supervisors. Supervisors will use the appropriate Time and Attendance code designation for recording use of Official Time for payroll purposes; and, the DHR/LRS Form 1: Use of Official Time for Representational Functions will be used for reporting official time for labor relations reporting purposes. The DHR/LRS Form 1 will be forwarded to WIJS-J1-LR (the Labor Relations office) monthly.

12.6. APPEALS AND GRIEVANCES. Following normal Official Time procedures, the Employer agrees to authorize Official Time for Union officials, stewards or other Union representatives and the grievant who are involved in the following matters to investigate, prepare for and for presentation of matters processed through:

a. Any appellate procedure provided by statute, rule or regulation of appropriate authority.

b. Any grievance filed under the negotiated grievance procedure.

c. Investigation and preparation includes the interviewing of potential witnesses who will also be on Official Time. Witness participation in these interviews will be voluntary.

12.7. TRAVEL. In accordance with applicable joint travel regulations (JTR) and subject to the availability of funds, labor organization representatives will receive full travel and per diem allowances when traveling for approved official time activities outside of the representative's immediate area. Such travel and per diem will include attendance at national union symposia not to exceed four (4) trips per local chapter per year. Such travel must be consistent with the good government standard and will be subject to normal unit approval procedures with final review by **the DMP**. The labor organization will follow all employer policies regarding the use of government vehicle and lodging practices.

ARTICLE 13 - PAY

13.1. INTRODUCTION.

a. Each employee shall be entitled to receive compensation allowable for his or her grade, step, title and classification as determined by law, rule or regulation of appropriate authority.

b. Each employee of the bargaining unit shall be entitled to receive premium pay, differential pay, hazardous duty pay, environmental differential pay and/or other type of pay for which entitlement is governed by any law, rule or regulation of appropriate authority.

c. Methods of receiving pay and exceptions to same will be administered in accordance with the established procedures of appropriate authority. Electronic Fund Transfer (EFT) is a condition of employment at least for all new employees.

d. If an employee fails to receive his / her pay via any of the procedures established in 13.1 c by the designated pay day, the employee will notify his or her supervisor.

13.2. FEDERAL WAGE SURVEY. The Employer shall notify the Union as soon as practicable when information is received that higher authority has directed the start of an official wage survey in the area. When the wage survey lead agency requests the Employer participate in the wage survey, the Employer will notify the Union who will nominate Union representative(s) for appointment to the wage survey data collection team. The number of personnel to be appointed to the data collection team will be determined by the lead agency. However, the Employer agrees to appoint at least one representative of the Union to the team. The Employer agrees that any representatives that the Employer appoints to serve on a wage survey team shall be a non-bargaining unit manager/supervisor.

13.3. DUES WITHHOLDING.

a. Provisions covering Union dues withholding are as provided in this Article. Payroll procedures for processing allotments for dues are contained in applicable publications.

b. Dues will be withheld bi-weekly and will be re-calculated when an employee receives a promotion, step increase, general pay increase, etc., which will change his/her bi-weekly base pay amount. The Union will be permitted to change the amount of dues structure to be withheld from its members no more than once every twelve (12) months. Normally the effective date of the change will be the start of the first full pay period following notification of the change.

c. The servicing payroll office will provide a dues check-off listing to the Union for each payroll period for which dues deductions have been made. The listing will contain the names of technician members of the Union having current allotment authorizations on file, the amount withheld from each member's pay, and a statement showing the total amount withheld. Also identified will be those members whose pay was not sufficient to cover

the full amount of the deduction. For such members and for members in a non-pay status, their names will nevertheless be listed on the payroll listing.

d. The payroll office will make the remittance for dues withheld bi-weekly. This remittance will be in a single check for the dues withheld. The check will be made payable to the Association of Civilian Technicians, Inc., and mailed to:

Treasurer, Association of Civilian Technicians
12510-B Lake Ridge Drive
Lake Ridge, VA 22192

One copy of the dues listing will be provided each of the Chapter Presidents by the Base Comptroller for each payroll period in which the dues were withheld. The Union agrees to inform the Employer of any address changes of the Union Treasurer.

13.4. STARTING ALLOTMENTS.

a. The Union will be responsible for providing Standard Form 1187 to employees, collecting the completed 1187's, certification of the completed form and forwarding the completed form to the **MPD/J1.** Additionally, the Union will be responsible for advising employees of the conditions for membership, procedures to be used to withdraw from dues withholding and the effective date of withdrawal.

b. The Employer is responsible for certifying the eligibility of the employee to participate in the dues withholding program, and normally the dues deduction shall commence no later than the start of the first full pay period following receipt of the form by the servicing payroll office.

13.5. TERMINATION OF ALLOTMENTS.

a. The Union shall be responsible for notifying the Payroll Office of any members who have ceased to be members and for whom the Union requests to have dues withholding terminated. The Employer will be responsible for the termination of dues withholding for employees who leave the bargaining unit. The effective date of the termination of dues will normally be the start of the first full pay period following the effective date of the SF 50 removing the employee from the bargaining unit. Employees who temporarily leave the bargaining unit due to Leave Without Pay (LWOP), or temporary promotions will have their dues withholding reinstated commencing at the start of the first full pay period of their return to the bargaining unit.

b. Employees who wish to withdraw from the dues withholding process must complete a SF 1188 available from the Employer and submit the completed form directly to the servicing payroll office. In no case will the effective date of a withdrawal from the Union be earlier than one (1) year from the effective date of the withdrawal of the dues withholding. The Union will be furnished copies of the SF 1188 so as to update the Union's records.

13.6. NOTIFICATION OF LOSS OF MEMBERSHIP.

a. The Union shall be responsible for notifying the Employer of any members who have ceased to be members in good standing and for whom the Union requests to have dues withholding terminated.

b. Disputes between employees and either of, or both of, the parties, concerning eligibility for dues withholding or the unauthorized withholding of dues will be resolved through clarification of bargaining unit proceedings or rules established by the Federal Labor Relations Authority.

ARTICLE 14 - ADMINISTRATIVE DISPUTE RESOLUTION

14.1. SCOPE. Administrative Dispute Resolution Act, PL 101-552 requires development and utilization of **A**lternat**ive D**ispute **R**esolution (ADR) where feasible. The Employer and the Union agree that ADR **should be the first** method **used** to resolve disputes. **ADR should** be used before or during the negotiated grievance process. (Refer to WING HRR 770.) For additional information contact **the Labor Relations Specialist**.

14.2. ALTERNATIVE DISPUTE RESOLUTION. ADR may include but is not limited to Interest Based Bargaining (IBB), Peer Review Panels (e.g. UMPS), facilitation, negotiated grievance procedures, etc. The Employer agrees to provide training to ADR program personnel, in Interest Based Bargaining (IBB), interviewing, investigation and mediation, as appropriate. **ADR should be used before or during the negotiated grievance process**

14.3. NEGOTIATED GRIEVANCE PROCEDURES. All grievances (or informal complaints brought forward) must be presented no later than **thirty (**30**)** calendar days from the date the grievant first became aware (discovery) of the cause of such grievance. The Employer and the Union recognize the importance of settling disagreements and misunderstandings informally, fairly, in an orderly fashion and at the lowest level of management possible**. Invoking the ADR process will freeze time lines for filing a grievance as of the date when the Union or Management receives written notification the other will be invoking the ADR**

process. It is understood by the parties that the initiation of a grievance, in good faith, by an employee shall not cast any reflection on his/her standing with his/her supervisor or on his/her loyalty to the organization, nor shall the grievance be considered as a reflection on the employee's supervisor. Technicians bringing grievances before management are assured that all circumstances causing the grievant to come forward will receive fair and unbiased consideration in an effort to resolve the grievance. Employees, representatives and witnesses are assured that they may participate in grievance procedures without fear of restraint, interference, reprisals or threats of reprisals, discrimination, or coercion.

a. A grievance may be initiated and processed by an employee or group of employees or by the Union, over the interpretation, application or violation of any matter covered by this Agreement; or a matter not specifically covered by this Agreement, but concerned with the application, interpretation, or violation of any law, rule or government-wide regulation of appropriate authority, or any agency or Employer policies, practices and regulations which affect the conditions of employment of bargaining unit employees. This includes, but is not limited to any matter not specifically excluded by law or regulation of appropriate authority and this agreement.

b. The deciding official at each step of the grievance procedure will provide to the grievant a written decision that will respond to each of the issues raised during the grievance process. The decision will contain the deciding official's considerations of each of the issues presented by the grievant. These responses will be provided whether the grievant is an employee, the Union or the Employer.

c. The Union is assured of its right to present and process grievances in its own behalf and/or in behalf of any technician in the bargaining unit. Furthermore, technicians have the right to present grievances in their own behalf, without the assistance of the Union, provided the Union has an opportunity to be present during the grievance proceedings. The Union has the right to object to any settlement which may be contrary to this agreement and which may compromise the standing of the Union as the exclusive representative. Any matter falling within the purview of the negotiated grievance procedure is subject to binding arbitration. It is understood and agreed that only the Union or the Employer may invoke binding arbitration and that final resolution of the grievance will be consistent with the terms of this Agreement.

d. Questions regarding the grievability or arbitrability of a matter may be submitted to arbitration for a decision along with the merits and issues of the complaint. The arbitrator will first decide the threshold issues and then proceed accordingly. If the matter is not grievable or arbitrable, the arbitrator will not rule on the merits of the case.

e. This grievance procedure (to include the use of ADR referred to in 14.2 of this agreement) shall be the exclusive procedure for the resolution of all matters involving the conditions of employment of any bar- gaining unit member and concerning the interpretation and application of this agreement except for those matters excluded by law, rule, or regulation of appropriate authority. In those circumstances where statutes of appropriate authority permit a matter to be raised under either a statutory appeals complaint procedure or a negotiated grievance procedure, but not both, the employee will be considered to have exercised his/her option at the time the grievance complaint (at Step 1) or appeal is submitted in written form to appropriate authorities. Grievances, complaints, or appeals expressly excluded from the negotiated grievance procedure must be processed under procedures established for the processing of those actions.

f. The following matters are specifically excluded from the negotiated grievance procedure by law (Public Law 95-254) and from the coverage of this agreement. These matters will be processed through the appropriate procedures available.

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

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

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

(4) Any examination, certification or appointment.

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

(6) To the extent such matters are specifically provided for by Federal Statute.

(7) That are covered by 32 U.S.C. 709(f).

(8) Relating to Incentive Awards.

(9) Non-selection for a position or promotion.

(10) Performance appraisal appeals.

14.4. STEPS OF THE NEGOTIATED GRIEVANCE PROCEDURE. The negotiated grievance procedures shall be processed in the following manner:

a. Step 1. This is the informal grievance stage whereby a member of the bargaining unit will present his/her grievance normally to the employee's first level supervisor or second level supervisor when the grievance is against the first level supervisor. The employee may be represented at this stage by the assigned / requested Union official.

(1) When the Step 1 supervisor has been informed of the employee's intent to file a grievance, the supervisor will arrange for a meeting within three (3) working days of the notification. In order to avoid any misunderstanding, it is the responsibility of the grievant or the grievant's representative to inform the supervisor that a grievance presentation is requested. The grievance is to be presented orally and shall be accompanied by a completed grievance form. During the meeting the parties will discuss all aspects of the incident, giving rise to the grievance. If possible, solutions may be discussed.

(2) Within five (5) working days of the grievance presentation, the Step 1 supervisor will meet and issue to the grievant and the representative a written decision. The written decision will address all issues raised by the grievant/representative, as well as any possible solutions discussed; and will explain the reason(s) for the decision, to include any details and/or dates of required actions. The grievant or representative will acknowledge receipt of the written decision. The grievant will have **five (**5**)** workdays to consider the decision presented by the Step 1 supervisor and provide a response. If the decision is acceptable to the grievant, state such on a separate letter and the matter will be closed except for implementation of the resolution agreed upon. If the decision is not acceptable to the grievant, so state on separate letter with brief explanation as to what portion(s) of the decision was unacceptable and reason(s) why. If the supervisor's decision is not to grant the relief sought, he/she will indicate that the grievance is denied and supply written justification for the denial.

b. Step 2. If the grievant is not satisfied with the Step 1 decision / relief sought, the employee, or the Union on the employee's behalf may elevate the grievance to Step 2 of the grievance procedures. Step 2 grievances are normally presented to the employee's next level supervisor.

(1) The grievance must be submitted in writing on a completed grievance form, supplied by the Union, within five (5) working days from the time the Step 1 decision was received by the employee or the date the decision was due, whichever comes first. A complete copy of the Step 1

materials must be attached. The Step 2 supervisor shall receive the documents and annotate the date received on the Union's or grievant's copy of the grievance.

(2) The Step 2 supervisor, or other management official designated to act as the deciding official for Step 2, will arrange a meeting within three (3) working days following receipt of the grievance. Within five (5) working days following the conclusion of the Step 2 meeting, the supervisor will render a written decision with copies supplied to all parties. The written decision will address all issues raised by the grievant/representative, as well as any possible solutions discussed; and will explain the reason(s) for the decision, to include any details and/or dates of required actions. The grievant or representative will acknowledge receipt of the written decision. The grievant will have **five (**5**)** workdays to consider the decision and provide a response. If the decision is acceptable to the grievant, state such on a separate letter and the matter will be closed except for implementation of the resolution agreed upon. If the decision is not acceptable to the grievant, so state on separate letter with brief explanation as to what portion(s) of the decision was unacceptable and reason(s) why. If the decision is to not grant the relief sought, he/she will indicate that the grievance is denied and supply written justification for the denial.

c. Step 3. If the aggrieved employee is not satisfied with the Step **2** decision / relief sought, the employee or the Union on the employee's behalf may elevate the grievance to the third step. Grievances filed by the Union or the Employer as the grieving party are contained in Article 14.6 of this agreement.

(1) The grievance form with the attached decisions from Step 1 and Step 2 of these procedures, plus any supporting evidence, will be submitted to the Air Commander/Detachment Commander or a designated management official. The grievance must be submitted to the Step 3 level within five (5) working days of the receipt of the Step 2 decision or from the date the Step 2 decision was due, whichever comes first. The Air Commander/Detachment Commander or designee shall annotate the date of receipt of the grievance with a copy of the annotated form being provided to the grievant.

(2) The Air Commander/Detachment Commander or designee will arrange a meeting within five (5) working days from receipt of the grievance.

(3) Within ten (10) working days following the conclusion of the Step 3 meeting, the Air Commander/Detachment Commander or designee will render a written decision. The Air Commander/Detachment Commander or designee will respond to all relevant issues raised by the grieving party

and provide the reason(s) for the decision. The written decision will address all issues raised by the grievant/representative, as well as any possible solutions discussed; and will explain the reason(s) for the decision, to include any details and/or dates of required actions. The grievant or representative will acknowledge receipt of the written decision. The grievant will have **ten (10) working days** to consider the decision and provide a response. If the decision is acceptable to the grievant, state such on a separate letter and the matter will be closed except for implementation of the resolution agreed upon. If the decision is not acceptable to the grievant, so state on separate letter with brief explanation as to what portion(s) of the decision was unacceptable and reason(s) why. If the decision is to not grant the relief sought, he/she will indicate that the grievance is denied and supply written justification for the denial.

d. Step 4. This is the final step in the Negotiated Grievance Procedure. If the aggrieved employee is not satisfied with the Step 3 decision / relief sought, the employee or the Union on the employee's behalf may elevate the grievance to the fourth step. The aggrieved party shall submit the grievance package with decisions and supporting evidence to **T**he Adjutant General or his/her designated management official. The grievant must initiate this step within **ten (10) working days** from when the decision was received by the employee or the date the decision was due, whichever comes first. The Adjutant General or designee will review the grievance and render a decision within fifteen (15) working days of the receipt of the grievance package.

14.5. GRIEVANCE ARBITRATION.

a. If the aggrieved party is not satisfied with the decision rendered by **T**he Adjutant General or designee, the Union may refer the matter to arbitration. The grievant will be advised by the Union at this time that only the Union may invoke arbitration.

b. A decision to submit a matter to arbitration must be made within thirty (30) calendar days following the receipt of the 4th step decision. The party referring the matter to arbitration will notify the other party of its intention within this time parameter.

c. Unless stated as "calendar day(s)", the term "working day" refers to an eight (8) hour day, Monday through Friday and the term "workday(s)" will be considered to be the workday schedule of the grievant or management official whose turn it is to respond within the specified time limit. All time limits provided for herein, may be extended for valid reasons by mutual agreement of the parties directly involved, provided that a request for an extension is presented prior to the end of the prescribed time limit.

d. The Employer will, upon request, produce all pertinent records, documents and other materials as may be necessary for the proper processing of this grievance, provided the release of such information is not a violation of law or regulation of appropriate authority.

14.6. EMPLOYER AND UNION GRIEVANCE PROCEDURE.

a. The purpose of the Article is to provide for the satisfactory settlement of disputes involving the application and/or interpretation of this Agreement where no individual employee grievance is involved.

b. Step 1. The designated union official shall notify the designated representative of the Employer of the Union's desire to establish a meeting to discuss the grievance. This notification shall be in written form and shall identify the portions of the contract or circumstances giving rise to this grievance. The notification shall also contain the names of the representatives for the Union who will represent the Union at this meeting. The number of representatives shall be designated by mutual consent but in no case shall the number exceed three (3). The Employer's representative will arrange for a meeting to be held within ten (10) working days from receipt of the notification. The Employer's representative shall notify the designated union official at least five (5) working days before the scheduled meeting of the date, time, place and who will be representing the Employer at this meeting. Within fifteen (15) working days from the conclusion of the meeting the Employer's representative shall serve a written decision to the designated union official. The decision shall address the issues raised at the meeting.

c. Step 2. If the Union is not satisfied with the Step 1 decision, the Union has the option of submitting the matter to Arbitration in accordance with the procedures contained in Article 14.5 of this Agreement. If the Union elects to submit the matter to arbitration then they must notify the Employer within twenty (20) workdays from the date of receipt of the Step 1 decision or within twenty (20) workdays from the date the Step 1 decision was due.

d. Employer initiated grievances will be processed under the same procedures contained herein, appropriately modified to substitute the Employer, for the Union, and the Employer's representative for the designated union official.

14.7. ARBITRATION PROCEDURES.

a. If the Employer and the Union fail to settle any grievance arising under the terms of this Agreement, the grievance shall, upon written notice

by either party, be referred to arbitration. Such written notice shall be served upon the other party within twenty (20) working days following the conclusion of the final step in either the employee negotiated grievance procedure or the Employer/Union negotiated grievance procedures. Simultaneously, the invoking party will also request the Federal Mediation and Conciliation Service (FMCS*)* to provide mediation for a mandatory settlement conference to be held within **thirty (**30**)** days of the request.

b. Within ten (10) working days following the election to proceed to arbitration, the party so electing will request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. The request shall contain any special considerations regarding areas of expertise of the arbitrators and specify any geographical concerns.

c. Within five (5) workdays following the parties receipt of a panel of arbitrators from the FMCS, the parties will meet to select an arbitrator. If the parties cannot make a mutually agreeable selection, the alternate striking of arbitrators will determine the arbitrator for the case. If it cannot be decided which party will commence the striking procedure, the toss of a coin will be used with the winner exercising their option to strike first or have the other party strike first.

d. The party requesting arbitration shall then contact the selected arbitrator in the form of a letter requesting available dates, arbitration fees, travel, lodging and per diem rates, arbitrator's position on the use of tape recorders by the parties at the hearing and any other pertinent data. Upon receipt of this information from the arbitrator the parties will contact each other to establish a mutually agreeable date for the arbitration.

e. The cost of all arbitration expenses shall be shared equally by both parties. The arbitration costs will include the arbitrator's fees, arbitrator's travel and per diem, cost of transcript preparation, cost of copies of transcripts and any other related expenses.

f. Authority of the Arbitrator:

(1) The arbitrator shall be responsible for rendering decisions concerning the interpretation and application of this agreement and the grievability or arbitrability of any particular matter based upon the provisions of this agreement.

(2) The arbitrator shall have the authority to determine the issues at arbitration when the parties are unable to agree to the issues.

(3) The arbitrator shall have the authority to compel the production of documents which have been properly requested by either of the parties and which are relevant to the case at hand.

(4) Except in emergencies, the arbitrator shall have the authority to compel the attendance of witnesses who are employees, including management officials, of the employing agency. The Employer agrees to pay expenses for Employer witnesses. The Union agrees to pay expenses for employee witnesses.

(5) The arbitrator shall have the authority to retain jurisdiction in matters appropriate before him or her and maintains jurisdiction until the directed action has been completed.

(6) The arbitrator may not expand upon the terms or provisions of this agreement.

g. The Arbitration Proceeding:

(1) The grievant(s) shall have the right to be present at the arbitration proceeding. The Union shall have the right to be represented at the arbitration proceedings by an appropriate Union official or a representative of the Union's national office, or an attorney designated by the Union.

(2) The arbitrator shall have the authority for sequestering witnesses on the arbitrator's own authority or at the request of either of the parties.

(3) With the concurrence of the parties, Union observers may be permitted to attend the proceedings on other than official time.

(4) The arbitrator may grant continuances, or adjourn the hearing from time to time upon his or her own motion, or upon the joint motion of the parties, or for good cause, upon the motion of one of the parties.

(5) Except for emergencies, the Employer agrees to make all of its employees, including management officials, who are called as witnesses, available to testify at the arbitration. These witnesses, if otherwise in a duty status, will be on official time for the duration of their service as witnesses. Arrangements for witnesses who are not employees of the employing agency shall be the responsibility of the party calling such persons as their witness. All witnesses will be required to testify under oath or affirmation administered by a qualified person.

h. The arbitrator will, normally, render a decision within thirty (30) calendar days of the close of the hearing or thirty (30) calendar days following the deadline established for the submission of any written briefs.

The arbitrator's decision will be final and binding upon the parties to the extent provide by law. In decisions requiring an action to be taken by one of the parties, such action will be effected as soon as possible. However, under no circumstances will implementation be unnecessarily delayed.

i. Either party may file an exception to the arbitration award with the Federal Labor Relations Authority (FLRA) under the regulations promulgated by the Authority. The decision of the Authority may be submitted by either party for judicial review in accordance with Section 7123 of Title VII, Public Law 95-454.

ARTICLE 15 - DISCIPLINARY AND ADVERSE ACTIONS

15.1. GENERAL. Actions, which are excluded from the procedures and protections applicable to TPR 752 may be processed under other procedures, provided by law, regulation of appropriate authority, and this agreement. **For procedural assistance, involving disciplinary and adverse actions see TPR 752 and provisions of this article.**

a. The parties agree that the use of disciplinary and adverse actions is intended to be corrective, constructive and administered with the appropriate penalty for the offense in order to rehabilitate the employee and to promote the efficiency of the service. **Supervisors are encouraged to resolve disciplinary issues at the lowest level through personal counseling.** When appropriate for the offense, Management may consider the concept of progressive discipline. **For procedural assistance, involving disciplinary and adverse actions, see TPR 752 and provisions of this article.**

b. When a supervisor or other appropriate management official plans to meet with an employee for the purposes of administering disciplinary action such as: oral and/or written warnings and oral admonishments, it shall be that persons responsibility to inform the employee of the nature of the meeting. A reasonable amount of time will be permitted for the employee to secure representation if the employee requests that option.

c. Employees will be given the opportunity to initial all annotations on their NGB Form 904-1. Entries made on this form as a result of a disciplinary action will be removed from the form when deemed appropriate by the supervisor in accordance with applicable regulations. The employee will be advised when these deletions are made. Employees have the right to review their NGB Form 904-1 periodically. All employees will receive notice of the following actions:

(1) Suspensions - ten (10) calendar day notice.

(2) Removal - thirty (30) calendar day notice.

(3) Reductions-in-grade or pay - thirty (30) calendar day notice.

d. Informal disciplinary actions.

(1) Informal disciplinary actions consist of oral admonitions and are the first step in constructive discipline. An oral admonishment is an interview between a supervisor and a civilian technician and, if so designated, the civilian technician's representative. During the interview, the civilian technician will be advised of the specific infractions(s) and the date(s) of occurrence. The technician will be given an opportunity to provide an explanation of the event in question.

(2) Notation of oral admonishment (date and subject) will be made by pencil entry on NGB Form 904-1 by the supervisor and **will** be initialed by the civilian technician **and the supervisor** to verify the authenticity of the entry. Any such entry will normally be deleted after a one-year period, providing it does not relate to a continuing problem. Because the information contained on NGB Form 904-1 is of a personal nature, access will be limited to appropriate management officials, the civilian technician concerned and to individuals whom the civilian technician has given written permission; i.e. EEO counselor or labor representative.

e. Written reprimand. A letter of reprimand is normally issued when oral admonishments have proven ineffective, however, certain incidents may warrant a written reprimand as the first formal disciplinary action. Before disciplining a civilian technician in this manner, a supervisor will gather available information and discuss it with the civilian technician informing him of the reason for the proposed action. After considering the technician's response, the supervisor will advise the civilian technician of his decision either that the situation has been resolved or of his intention to proceed. If a letter of reprimand is decided upon, it must:

(1) Describe the offense in sufficient detail to enable the civilian technician to understand why the reprimand is being given.

(2) Inform the civilian technician that the letter will be filed as a temporary document in the OPF until a specific date. Retention period may not exceed one year, providing it does not relate to a continuing problem.

(3) Letters of reprimand, must as a minimum, contain the elements stated in paragraph 1-3(b), 1 through 4, TPR 752 and must be reviewed by the **MPD/J1** prior to presentation.

f. Disciplinary adverse actions consist of change to a lower grade, suspensions, and removals. When an adverse action is proposed, the

notice of proposed adverse action will include the elements contained in section 2-15, TPR 752.

g. Employees will, normally, be permitted to continue their duties while awaiting a decision letter and/or an effective date of an adverse action. The fact that an adverse action is being proposed does not in itself mean that the technician should not be allowed to continue performing his/her normal duties. If, however, there is reason to keep the technician away from his/her normal duties, the Employer may detail the technician to other duties or, if necessary, indefinitely suspend the technician. NOTE: There must be some event that will bring an indefinite suspension to an end, and that event must be explained in the proposed adverse action notice. When the Employer determines that the technician's presence at the worksite may not be in the Government's best interest, the technician may be placed in a non-duty pay status for all or part of the time it takes to process the action.

15.2. APPEAL OF AN ADVERSE ACTION.

a. Employees will be given a ten (10) calendar day notice for (suspension) or a thirty (30) calendar day notice (for removal or reduction in grade) of the proposed adverse action, signed by the individual proposing the action. The employee or his/her representative will be given the opportunity to reply to the charges, in writing and/or in person, to the deciding official.

b. The employee will be given a Notice of Original Decision, signed by the Deciding Official that will state the specific action that will be taken. Upon receipt of the decision, the employee has twenty (20) calendar days to file for an appellate review by **T**he Adjutant General or an Administrative Hearing conducted by a National Guard Hearing Examiner, but not both.

(1) Employees requesting an appeal shall state same in writing and may include with the appeal any evidence or other supportive documents. The appeal letter will also include whether or not the individual requests representation.

(2) If the employee requests a hearing, the **DMP** will submit a written request to NGB-PR for a list of examiners. In turn, NGB-PR will provide a list of hearing examiners from which **T**he Adjutant General will make a selection. A letter will be sent advising the appellant of the name of the hearing examiner.
The hearing will be held before the selected hearing examiner who will provide a recommendation to **T**he Adjutant General. The Adjutant General will consider the recommendation in making his final decision. If an employee appeals a disciplinary or adverse action, (unless identified as criminal or gross negligence) the action will normally be stayed pending the

final decision of **T**he Adjutant General. Stayed actions may be executed upon the employee's receipt of the final decision, or by date determined by the appropriate authority. The Employer will pay the hearing examiner's per diem and travel expense.

(3) Prior to any pre-hearing conferences being conducted by a National Guard Bureau Hearing Examiner, the Employer agrees that, upon request, those witnesses the Employer intends to rely upon to support the reasons for the proposed action against the employee, will be made available to the extent it has control over them, for the employee or his/her representative to question.

(4) An adverse action will be carried out if there is no appeal to the action or if the appeal procedure has been exhausted and the action has been upheld in accordance with 32 U.S.C. 709(f).

ARTICLE 16 - HOURS OF WORK

16.1. BASIC WORKWEEK. Authority to fix the hours of duty of employees including the authority to fix basic workweeks and work schedules is vested in the Employer. A basic forty (40) hour workweek will normally be scheduled with two (2) consecutive non-workdays. The normal non-workdays will be Saturday and Sunday for those on a Monday through Friday schedule and Sunday and Monday for those on a Tuesday through Saturday schedule. Those employees working the Tuesday through Saturday schedule may have their basic workweek adjusted to Monday through Friday prior to their scheduled monthly UTA weekends.

16.2. WORKDAY. The standard workday shall consist of eight (8) hours of work and a thirty (30) minute lunch period.

16.3. ALTERNATE WORK SCHEDULES. The Employer has the right to terminate, change, or not establish any alternate work schedule program Both parties recognize **WING HRR 990-3** will be used for Compressed Work Schedules. Should there be a major change in these guidelines, the Union will be consulted. Both parties recognize and agree that prior approval of the Chief, National Guard Bureau must be obtained in order to establish technician work schedules of less than five (5) workdays in accordance with 32 U**.**S**.**C**.** 709(h) and other applicable law, rule or regulation.

16.4. SHIFT ASSIGNMENT. When employees are assigned to other than the basic workday and/or workweek, due consideration should be given to their length of service in the bargaining unit, service computation dates,

and mission accomplishment prior to the assignment. Whenever there is competition between technicians with the same position classification, within the same work center, their length of service in the bargaining unit will take precedence over service computation dates.

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

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

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

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

16.6. REST PERIODS. Short rest periods during the daily tour will be permitted when such periods are beneficial and/or necessary. Criteria for granting rest periods are as follows:

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

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

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

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

(5) A rest period should not normally be a continuation of the break or lunch period.

16.7. LUNCH PERIOD. The lunch period shall be of thirty (30) minute duration and should not be interrupted by work calls or other official business. In the event the lunch period is interrupted or not started on schedule, the employee will be given equal free time to complete his thirty (30) minute lunch period.

16.8. CLEANUP TIME. Civilian technicians engaged in work involving dirty, toxic or hazardous materials will normally be allowed reasonable time, prior to lunch and at the end of each work day, for personal clean-up. Clean-up time should normally occur within the duty hours unless compensatory time has been previously authorized.

16.9. SHIFT DIFFERENTIAL. Night shift differentials will be paid to employees working other than the normal day shift operation in accordance with applicable rule and regulation. A night shift differential is part of basic pay and employees will be entitled to this pay during work time and regularly scheduled vacations.

a. Wage Grade employees will be entitled to pay at his/her scheduled rate plus a night shift differential (In accordance with 5 U.S.C. 5343 (f)).

(1) amounting to **seven and one half (**7 ½**)** percent of that scheduled rate for regularly scheduled non-overtime work when a majority of the hours worked occur between the hours of 3 p.m. and midnight

(2) amounting to **ten (**10**)** percent of that scheduled rate for regularly scheduled non-overtime work when a majority of the hours worked occur between the hours of 11 p.m. and 8 a.m.

b. General schedule employees will be entitled to pay at his/her scheduled rate plus a night shift differential amounting to **ten (**10**)** percent of that scheduled rate for regularly scheduled non-overtime for hours worked between 6 p.m. and 6 a.m. (In accordance with 5 U.S.C. 5545 (a))

c. Employees are not entitled to payment of night differential during periods of overtime work (50 Comp. Gen. 847 (1971)) (reference (p)). National Guard technicians are not entitled to premium pay for overtime. They earn compensatory time.

ARTICLE 17 - HOLIDAYS

17.1. PAID HOLIDAYS. Employees shall receive pay for all federally designated holidays in accordance with their regular work schedules, including holidays established by the President of the United States. Pay for established holidays will be in accordance with applicable laws of appropriate authority.

17.2. COMPENSATORY TIME. Employees entitled to compensatory time or premium pay will be afforded same in accordance with applicable regulation.

17.3. RELIGIOUS HOLIDAYS. Employees whose religious holidays are different than holidays established as Federal Holidays may request leave without pay, annual leave or compensatory time for observance of religious holidays subject to Employer approval. Approval will be based on the availability of personnel to satisfy mission requirements.

ARTICLE 18 - LEAVE

18.1. GENERAL. For specific application and use of leave see **WING HRR 630.**

18.2. ANNUAL LEAVE.

a. Annual leave is earned by an employee and as such is part of the employee's wages and benefits. The laws and regulations of appropriate authority will govern the amount of annual leave earned by an employee. Employees have a right to use all earned annual leave or to accrue and carry over annual leave from year to year in accordance with applicable laws and regulations of appropriate authority. The Employer agrees not to interfere with the employee's right to carry over maximum permissible amounts of leave from year to year.

b. When a supervisor schedules employees' annual leave for extended vacation purposes and when two (2) or more employees are in competition for the same vacation period, due consideration should be given to their length of service in the bargaining unit, service computation dates, and mission accomplishment. Whenever there is competition between technicians with the same position classification in the same workcenter, their length of service in the bargaining unit will take precedence over service computation dates. Nothing in this section shall preclude an employee from exchanging schedules with another employee upon mutual consent of the parties subject to the approval of their supervisor(s).

c. Requests for annual leave for unanticipated circumstances (emergencies) will be made as soon as the need is known. In situations where the employee is unable to report to work the request for annual leave will normally be made within one (1) hour following the starting time of the employee.

18.3. SICK LEAVE.

a. Sick leave, like annual leave, is part of the employee's wages and benefits associated with Federal employment. As such, the employee will not be encumbered from the legitimate use of sick leave, subject to supervisory approval, for its intended purpose. Employees will accrue sick leave in the amounts established by laws and regulations of appropriate authority. Sick leave not used during the year in which it accrues, accumulates and is available for use in succeeding years. **Accrued Sick Leave will be made available IAW 5 C.F.R. Part 630 – ABSENCE AND LEAVE, Subpart D – Sick Leave.**

b. Sick leave may be granted when a technician is physically incapacitated to do his/her job, or for related reasons. Such related reasons are:

(1) Receives medical, dental, or optical examination or treatment.

(2) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth.

(3) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his/her presence on the job because of exposure to a communicable disease; or

(4) Must be absent from duty for purposes relating to the adoption of a child, including appointments with the adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

c. Employees will be briefed on the proper use of sick leave and the benefits associated with the accumulation of sick leave. Employees, who are suspected of abusing their sick leave (pattern) should be counseled and/or disciplined in accordance with applicable regulations. The number of hours of approved sick leave used during any established time period shall not serve as the sole basis for making a determination that an employee is abusing sick leave. Disciplinary action taken by the Employer regarding alleged sick leave abuse must be made known to the employee prior to such action being taken.

d. **Sick leave will be authorized in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the local supervisor to ascertain whether absences are properly chargeable to**

sick leave. Medical certificates or other administratively acceptable evidence may be required under the following conditions:

(1) For absences in excess of three workdays.

(2) Or for lesser periods when the agency determines it is necessary. In such cases, the employee will be advised that a medical certificate or other administratively acceptable evidence must be provided in accordance with 5 C.F.R. 630.403.

(3) Employees will have these counseling sessions documented in their NGB form 904-1.

e. Employees are expected to request sick leave from their supervisors as far in advance as possible of their intended use of sick leave on any particular day(s) or at any particular time of day. When calling in, employees are expected to indicate when they anticipate returning to work. Should the employee be unable to call in he/she may have someone else call in for him/her. If the employee is unable to contact the supervisor they may leave their request for sick leave with the supervisor's designee.

f. In the event of prolonged illness or disabling injury, when the employee's accrued sick leave has been exhausted, the Employer may grant advanced sick leave in accordance with applicable regulations.

g. Employees on any other approved leave (except leave for active duty) may have that leave changed to sick leave should the employee encounter circumstances which warrant the use of sick leave. The employee will be responsible for notifying his or her supervisor as soon as possible of the request to change leave status.

h. Employees' sick leave records shall be releasable only in accordance with federal laws and regulations. This does not preclude management and supervisors from reporting and discussing sick leave among themselves as part of the process of managing employees.

18.4. FAMILY AND MEDICAL LEAVE ACT. For specific application and use of leave see **WING HRR 630.**

a. PROVISIONS OF LAW.

(1) Section 6381 through 6387 of Title 5 U.S.C., as added by Title 11 of the Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides covered Federal employees with entitlement to **twelve (**12**)** workweeks of unpaid leave during any **twelve (**12**)** month period.

(2) Under certain conditions, FMLA leave may be taken intermittently, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. An employee may elect to substitute other paid time off, as appropriate, for any unpaid leave under the FMLA. FMLA leave is in addition to other paid time off available to an employee.

b. FAMILY MEMBER DEFINED. Family member means the following relatives of the employee: spouse and/ or their parents; children, including adopted children and/or their spouses; parents, brothers and sisters, and spouses thereof; and, any individual related by blood or affinity whose close Association with the employee is the equivalent of a family relationship, and mere friendship does not qualify as a family relationship. Any discrepancy over the definition of family member shall be resolved through the appropriate office within the **MPD/J1** prior to approval or disapproval of leave.

c. Military Caregiver Leave (also known as Covered Servicemember Leave)

(1) During a single 12-month period, eligible employees who are family members of "covered servicemembers" are entitled to take up to 26 workweeks of leave (in contrast to the 12-workweeks of leave authorized for other FMLA leave) to care for a covered servicemember with a serious illness or injury incurred in the line of duty while on active duty.

(2) To be eligible to take military caregiver leave, the covered servicemember needing care must be either:

(a) Be undergoing medical treatment, recuperation, or therapy;

(b) Be in outpatient status; or

(c) Be on the temporary disability retired list.

(3) “Covered servicemembers” are defined as current members of the Regular Armed Forces or the National Guard or Reserves, and members of the Regular Armed Forces, the National Guard and the Reserves who are on the temporary disability retired list.

(4) Former members of the Regular Armed Forces and National Guard and Reserves and members of the permanent disability retired list, however, are <u>excluded</u> from the definition of covered servicemembers.

(5) A request for military caregiver leave may be supported by a certification completed by:

(a) A DOD health care provider;

(b) A VA health care provider;

(c) A DOD TRICARE network authorized private health care provider; or

(d) A DOD non-network TRICARE authorized private health care provider.

d. JOB BENEFITS AND PROTECTION

(1) Upon return from FMLA leave, an employee must be returned to the same position or to an "equivalent" position with equivalent pay status, and other terms and conditions of employment.

(2) An employee who takes FMLA leave is entitled to maintain health benefits coverage. An employee may pay the employee share of the premiums on a current basis or pay upon return to work.

(3) Qualifying Exigency Leave (also known as Active Duty Leave)

(a) Entitles eligible employees with a "covered military member" serving in the National Guard or Reserves to 12 workweeks of FMLA job-protected leave for "any qualifying exigency" arising from a covered military member's active duty or call to active duty status in support of a contingency operation.

(b) A "qualifying exigency" falls into seven specific categories in which an eligible employee may take leave because of a qualifying exigency:

(1) Short-notice deployment;

(2) Military events and related activities;

(3) Childcare and school activities;

(4) Financial and legal arrangements;

(5) Counseling;

(6) Rest and recuperation; and

(7) Post-deployment activities.

(4) The leave may also be extended to additional activities agreed to by the employer and employee that are not encompassed within the other categories.

(5) A "covered military member" is defined as an employee's spouse, son, daughter, or parent on active duty or called to active duty status. The new regulations further define a "son or daughter on active duty or called to active duty status" as an employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty, and who is of any age.

e. ADVANCE NOTICE AND MEDICAL CERTIFICATION

(1) The employee must provide notice of their intent to take family and medical leave not less than **thirty (**30**)** days before leave is to begin or as soon as is practicable.

(2) An agency may request medical certification for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the employee (Example: A supervisor would request a medical certification if he/she had no first hand knowledge of the situations).

18.5. FAMILY CARE SICK LEAVE: For specific application and use of ***this*** leave see **WING HRR 630**. ***In accordance with 5 C.F.R. Part 630 – ABSENCE AND LEAVE, Subpart D – Sick Leave*** and its implementing regulations, employees may use sick leave in order to:

a. Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;

b. Provide care for a family member as a result of medical, dental, or optical examination of treatment; or

c. Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

d. Provisions of *5 C.F.R. Part 630 – ABSENCE AND LEAVE, Subpart D – Sick Leave*: the provisions of the *5 C.F.R. Part 630 – ABSENCE AND LEAVE, Subpart D – Sick Leave* limits the number of sick leave hours an employee may use in support of a family member's care or for death/funeral arrangements of a family member. An employee may use a total of up to 104 hours (13 days) of

sick leave each leave year to provide care for a family member who is ill or receiving medical examination or treatment or to make arrangements necessitated by the death of a family member or attend the funeral of a family member. The amount of sick leave permitted for family care and bereavement purposes is pro-rated for part-time employees and employees with uncommon tours of duty in proportion to the average number of hours of work in the employee's regularly scheduled administrative workweek.

e. Family member means the following relatives of the employee: spouse and/ or their parents; children, including adopted children and/or their spouses; parents, brothers and sisters, and spouses thereof; and, any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, and mere friendship does not qualify as a family relationship. Any discrepancy over the definition of family member shall be resolved through the appropriate office within the **MPD/J1** prior to approval or disapproval of leave.

18.6. LEAVE FOR MILITARY DUTY.

a. Employees shall be entitled to military leave in the amounts established by law or regulations of appropriate authority. Such leave shall not be used for other than its intended purpose.

b. Employees may be permitted to utilize their military leave, annual leave, leave without pay or combination thereof, provided the manner of usage is not prohibited by any law or regulation of appropriate authority. Management will take into consideration mission essential requirements, and will when possible, arrange employee work schedules to allow for them to have scheduled days off immediately preceding and/or following the required military leave.

(1) 120 hours Military Leave. Employees shall be authorized **one hundred twenty (**120**)** hours military leave annually.

(2) 44 days Military Leave. In certain situations, an **additional forty four (**44**)** days of military leave may be granted for military technicians who elect to serve on active duty without pay in operations OCONUS

(3) 22-Day Leave (LAW ENFORCEMENT LEAVE). A technician is authorized additional military leave, not to exceed **twenty two (**22**)** workdays in a calendar year, for the purpose of performing military duties in support of civil authorities in the protection of life and property, or to

perform full-time military service as a result of call or order to active duty in support of a contingency operation.

18.7. COMPENSATORY TIME. Compensatory time must be taken within twenty-six (26) pay periods from the pay period in which it was earned. Compensatory time not used within twenty-six (26) pay periods will be forfeited and may not be reinstated. Compensatory time will be taken before annual leave.

18.8. LEAVE WITHOUT PAY.

a. Leave without pay (LWOP) is an approved leave for which an employee receives no compensation. An employee may request LWOP and approval will depend on reasons for the request and the mission requirements of the Employer.

b. The effect of LWOP on other employee entitlements will be in accordance with applicable laws and regulations of appropriate authority. The employee may contact the **MPD/J1** to be made aware of any potential loss of entitlement/benefits from the use of LWOP.

18.9. VOLUNTARY LEAVE TRANSFER. The voluntary leave transfer program is used to donate unused annual leave to another technician's sick leave account. When a need arises, this program will be implemented in accordance with WING HRR 630, Section IX.

ARTICLE 19 - EXCUSED ABSENCES

19.1. GENERAL. An excused absence is an absence from duty administratively authorized without charge to leave or loss of pay. The following sections identify some appropriate uses for excused absences.

a. **WING HRR** 630 **and the** applicable **TPR** govern the employee's civic duty responsibilities. Employees may be eligible for an excused absence when required to serve as jurors, or for attending judicial proceedings in a non-official capacity as a witness on behalf of Federal, State or local governments. If service as witness is on behalf of a private party, the employee may be charged annual leave.

b. The parties acknowledge that the donation of blood is a generous gift and a necessity to ensure an adequate blood supply in the community. Blood donations will be coordinated with the supervisor in advance so as to minimize the impact on the workforce and insure continuity of necessary functions. When mission requirements allow, the supervisor will normally grant an excused absence not to exceed three (3) hours for whole blood,

four (4) hours for double red blood cells and six (6) hours for platelets. These time frames will ensure for the transportation of the donor to a blood center of his/her choice and the appropriate amount of time for recuperation after the donation. When a blood drive is to be held the parties will coordinate the activities so as to encourage maximum participation.

c. The Employer (or his designee) shall make every reasonable effort to ensure the health, safety, and well being of Employees (In accordance with WING-HRR 610-1). Any time the normal operations of the Employer are interrupted because of emergency situations, and the Employer decides to suspend operations as much as possible, employees on duty at that time will be granted excused absence unless their services are otherwise required.

d. Employees who request annual leave due to emergency weather conditions and report for duty after the activity has been shut down will be granted excused absence from the time they actually report. The Air Commander/Detachment Commander or his/her designee will establish verification procedures.

e. The employer may grant excused absence to personnel who stop and render assistance in accidents or other emergencies (if the assistance caused tardiness on the employee's part) in accordance with WING HRR 630 and any other rule of appropriate authority.

19.2. TARDINESS.

a. Tardiness may be excused by an employee's immediate supervisor for absences of up to **one (**1**)** hour. If leave is charged the employee will not be required to work for the period of charged leave.

b. The parties acknowledge that volunteer fire fighting/EMS is a generous gift of time and a necessity to ensure adequate fire support in some communities. Emergency situations may develop in Employees off-duty responsibilities that would require fire support /EMS duties that may impact their arrival to work. These situations may be addressed through adjusted work schedules, annual leave, LWOP, in accordance with WING HRR 630 and any other rule of appropriate authority. These actions should not be held against the employee when deemed appropriate by the local authority. Employees are expected to notify their supervisors as soon as possible of their situation. When calling in, employees (or representative party) are expected to indicate when they anticipate returning to work. Should the employee be unable to call in he/she may have someone else call in for him/her. If the employee is unable to contact the supervisor they may leave their arrangement with the supervisor's designee.

19.3. FEDERAL EMPLOYMENT. The Employer holds discretionary approval of excused absence for the purpose of interviewing for federal employment within the Wisconsin Air National Guard in accordance with WING HRR 630.

ARTICLE 20 - MERIT PROMOTION AND INTERNAL PLACEMENT

20.1. PURPOSE. To provide upward mobility for **dual status** and **non-dual status military** technicians by giving full consideration to the on-board technician force. To provide procedures that will insure that technicians receive full consideration for all position vacancies for which they qualify. Recruitment should be from qualified individuals from appropriate sources in an endeavor to achieve workforce from all segments of society, and the selection and advancement should be determined solely on the basis of relative ability, knowledge and skills, after fair and open competition which ensures all receive equal opportunity (5 U.S.C. 2301(b)(1)).

20.2. POLICY. It is the policy of the Wisconsin Air National Guard that all technician positions be filled by the best qualified individuals available and ensure that all technicians have an opportunity to develop and advance to their full potential. All technician vacancies will be filled on the basis of merit and job-related factors. For purposes of this agreement, military requirements may be considered as job-related qualifying factors for positions in the excepted service such as; grade (with respect to grade inversion), warrant or commissioned officer (for certain positions), AFSC or MOS (with respect to compatibility and prerequisites) and unit assignment (with respect to compatibility). All actions under this agreement will be made without discrimination for non-merit reasons such as race, color, religion, sex, national origin, marital status, membership or non-membership in an employee organization or labor organization and age or non-disqualifying physical handicap (except for a military membership requirement for excepted military technicians).

20.3. SCOPE. This agreement encompasses all Air National Guard bargaining unit positions in the State of Wisconsin. It will be used in filling positions in the **dual status and non-dual status military** service through initial appointment, promotion, reassignment, reinstatement, demotion and/or transfer.

20.4. DEFINITIONS. Terms used in this regulation are defined as follows:

a. Selecting Supervisor. This is normally the individual who is immediately responsible for the day-to-day supervision of the technician; that is, the first person being paid for supervisory responsibility who assigns, reviews and checks the work of the technician. The selecting supervisor is the person who will receive the Referral and Selection Certificate (NGB Form 300-6) for his/her action to select or non-select an individual for the vacancy.

b. Promotion. A change of an employee to a position of 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.

c. Reassignment. The change of a technician from one position to another without demotion or promotion within the same service. Technicians may be reassigned at their own request, or at the discretion of management.

d. Qualifications. A combination of experience, training, and education which relate to the position being filled.

e. Applicant Evaluation. The process of evaluating the knowledge, skills and abilities and work experience possessed by candidates against the job-related criteria to determine those who will be certified to the selecting supervisor.

f. Job-Related Criteria. The combination of factors that position descriptions have shown to be important for performance of a specific position and for which performance analysis has shown are valid indicators of differences between successful workers. The total set of criteria includes all knowledge, requirements, skills, training and work experience that meet job and performance analysis requirements for the position.

g. Target Grade. The fully qualified grade of the position being filled.

h. Details. A detail is the temporary assignment of a technician to a different position for a specified period, with the technician returning to his/her regular duties at the end of the detail. A position is not filled by a detailed employee, because the technician continues to be the incumbent of the position from which detailed. Details may be made for up to **eight (8) pay periods**. Details may be extended in increments up to **eight (8) pay periods**, not to exceed **sixteen (16) pay periods** for Federal Wage Grade employees and **twenty six (26) pay periods** for General Schedule employees. A detail to a higher graded position is appropriate when an individual's service is required for **two (2) pay periods** or less in that position.

i. Position Notice. The advertising medium used by the **MPD/J1** to announce position vacancies.

j. **Dual Status** Military Technician. A person employed under 32 U.S.C. 709 who must also hold a military position as a condition of employment.

k. **Non-Dual Status Military** Technician. A person employed under 32 U.S.C. 709 for whom military membership is not a condition of employment.

20.5. RESPONSIBILITIES.

a. The Adjutant General is the appointing authority for the Wisconsin Air National Guard technician program and is the highest level of authority in the State concerning the overall application of this Merit Placement Plan.

b. The **DMP** is responsible to The Adjutant General for ensuring that the requirements of this Merit Placement Plan are carried out. The **DMP** will:

(1) Develop, maintain, evaluate and revise the program as necessary.

(2) Assure compliance with the program.

(3) Provide guidance and assistance to commanders and supervisors concerning their responsibilities under this plan.

(4) Assure that candidates are properly evaluated and certified for placement. During the evaluation process applications will be evaluated for technical completeness, knowledge, skills, and abilities, and not for format and presentation (WING-HRR 335-1).

(5) Maintain necessary records.

c. Managers and supervisors will:

(1) Ensure that technicians under their supervision are aware of WING-HRR 335-1.

(2) Ensure that actions effected within their area of responsibility are based on merit without discrimination.

(3) Encourage technicians under their supervision to participate in developmental opportunities and to apply for positions for which qualified.

(4) Review applicants' qualifications as part of the selection process.

(5) Ensure that technicians under their supervision who are absent (military duty, compensable injury which does not exceed 1 year) are informed of and considered for positions for which qualified.

d. Individual technicians are responsible for:

(1) Pursuing developmental opportunities in preparing to assume higher level duties.

(2) Familiarizing themselves with the provisions of WING-HRR 335-1.

(3) Ensuring that application forms and OPFs contain accurate and current information concerning qualifications and self-development activities.

(4) Arranging with their supervisors to submit applications for vacancies when temporarily absent from their jobs.

20.6. MANAGEMENT'S RIGHTS. Recognizing that it is essential to the accomplishment of the mission of the Wisconsin Air National Guard that technician positions be filled with the best qualified individuals available. Management retains the right to select, or not select, candidates from any appropriate source most likely to best meet the mission objectives of the Wisconsin Air National Guard.

20.7. ACTIONS EXEMPT FROM COMPETITION. All actions exempted will be in accordance with WING-HRR 335-1, Chapter 2.

20.8. REQUEST FOR FILLING VACANCY. When requesting that a position be filled, the supervisor will submit a SF-52, Request for Personnel Action, to the **MPD/J1**. Required information on the SF-52 (see WING HRR 296-33) is:

a. Position title, job number, grade(s), and location.

b. Type of appointment (for those positions that can be filled by either **dual status or non-dual status military** technicians).

c. Military grade (officer, warrant officer, enlisted).

d. Recommend area of consideration.

e. Recommended selective placement factors.

f. Designated security clearance required.

g. Medical standards/physical requirements and/or requirement for periodic medical evaluation when applicable.

h. Work week, standard or compressed.

20.9. POSITION ADVERTISEMENT POLICY

a. In an effort to advertise all Wisconsin Air National Guard full time position vacancies in a fair and equal manner, the following policy is established;

b. Positions will be advertised to all military grades as specified by the position description or National Guard Bureau Qualification Standard except:

(1) Where a grade inversion would result.
(2) Where a suitable or compatible military position is lacking.

(3) Supervisors will request assistance from the **MPD/J1** when determining special needs for a particular vacancy. A representative from the **MPD/J1** will coordinate with the authorized employee representatives, (ACT), on specific reasoning to tailor vacancy advertisements, which restrict enlisted, warrant officer, or officer personnel from eligibility for selected positions. All such exceptions will be carefully justified and subject to review by the labor organization.

20.10. VACANCY ANNOUNCEMENTS. When a vacancy is not going to be filled as an exception to competition (see WING HRR 335-1, Chapter 2), the vacant position will be announced. 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--**dual status or non-dual status.**

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

d. Organizational and geographical location of the position.

e. Summary of duties and minimum qualification requirements.

f. Information regarding known promotion potential, if applicable.

g. Special conditions of employment, or developmental training, if applicable.

h. Opening and closing dates and how to apply.

i. Equal employment opportunity statement.

j. Designated security clearance required.

k. Medical standards/physical requirements and requirement for periodic medical evaluation when applicable.

l. Standard or compressed workweek.

20.11. MULTIPLE GRADE LEVELS. Vacancy announcements will specify the various grade levels for which applications will be accepted. It may be necessary or desirable to advertise positions at more than one grade level. For example, management may elect to advertise a position at more than one grade level for upward mobility purposes, or to avoid re-advertising because of insufficient qualified candidates at the maximum grade.

20.12. POSTING OF ANNOUNCEMENTS. Vacancy announcements will normally be posted for a minimum of **fifteen (**15**)** calendar days. To insure that all interested persons are aware of the vacancy, announcements will be posted conspicuously throughout the area of consideration in those areas most accessible to all members of the Wisconsin National Guard.

20.13. AREAS OF CONSIDERATION.

a. The area of consideration for each specific position vacancy announcement will ensure the receipt of sufficient highly qualified candidates. The grade and type of position, availability of candidates, position qualifications, budgetary limitations, and compatibility requirements will be considered for a particular placement action when it has been determined that the initial area would not produce a sufficient number of highly qualified candidates. Following are the established areas of consideration:

AREA I. All military technicians in the Wisconsin Air National Guard.

AREA II. All members of the Wisconsin National Guard.

AREA III. Personnel eligible for membership in the Wisconsin National Guard.

AREA IV. All **non-dual status military** technicians of the Wisconsin National Guard (for **non-dual status** positions).

AREA V. Nationwide applicants from outside the Wisconsin Air National Guard, this includes individuals on an OPM certificate and those eligible for reinstatement due to prior competitive status.

b. Job vacancy announcements may be restricted to Areas I and II because of budgetary limitations or for internal workforce reorganization or as a re-result of

reclassification action of a position with sufficient changes to require the position to be advertised.

c. Positions may be advertised simultaneously to more than one area.

d. Advertisements may be restricted to excepted technicians in the Wisconsin National Guard within a particular organization when necessary to permit down sizing or realignment within that organization.

20.14. APPLICATION PROCEDURES. The application is the basic document by which the individual's qualification for the position is determined. It must therefore reflect the applicant's current and past employment data as well as military duty assignments, qualifications, and training. Complete and accurate data is essential to ensure fair evaluation of candidates. Along with the application forms discussed below, supplemental forms that reflect the candidate's military qualifications may be submitted. Applications will be submitted as follows:

a. Applications must be received in the **Manpower and Personnel Directorate** (**MPD**) not later than 4:00 p.m. on the closing date specified on the vacancy announcement including faxed or e-mail copies. All applications must be signed and dated. Government postage will not be utilized to mail applications. Faxed or emailed applications will be accepted but the signed original must be postmarked by the closing date on the advertisement.

b. Current technicians will apply on Optional Form 612 **and/or** resume **with cover letter**.

(1) Current technicians are encouraged to complete a new Optional Form 612 **and/or** resume **with cover letter** for each position they are applying for and to contact the **MPD/J1** Personnel Staffing Specialist for assistance in completing their application.

(2) Any current technician scheduled for TDY may notify his/her supervisor of their temporary address and request that job vacancy announcements, of, concern, be forwarded to them with the appropriate application forms.

c. Other applicants will apply on Optional Form 612 **and/or** resume **with cover letter,.**

d. All applicants should submit a completed Race and National Origin Identification (SF 181).

e. Applicants not currently commissioned, applying for a WIARNG position requiring commissioned status, must submit evidence of eligibility for a commission. Those applying for a WIANG position requiring commissioned status must attain such status prior to appointment to the position.

f. Technicians whose absence may preclude them from having knowledge of, or applying for, a vacancy may request in writing that applications be submitted for them by their supervisor.

20.15. BASIC ELIGIBILITY. Candidates must meet the selective placement factors for the position (as noted on the vacancy announcement) to be considered qualified and therefore eligible. DMA Initial Screening Worksheet For Merit Staffing Actions Form, will be used to determine eligibility. If needed, the **DMP** may appoint a competent subject matter specialist to evaluate the candidates. Applicants who do not meet the minimum qualifications will be notified as to the basic qualifications they lack.

20.16. SELECTIVE PLACEMENT FACTORS. Selective placement factors are the knowledge, skills, abilities or other personal characteristics absolutely essential for satisfactory performance in the job. They will be determined in advance of advertising a position and will be stated in the vacancy announcements. When used, they are a part of the basic eligibility requirements for the position.

20.17. CONDITIONS OF EMPLOYMENT. Conditions of employment are requirements which are necessary in order to perform the duties of the position (e.g., security, medical/physical requirements and education requirements). In addition, positions may have established requirements which must be met for continued retention (e.g., developmental training). Conditions of employment and requirements for continued position retention must be included in the vacancy announcement.

a. Security requirements. A technician is subject to personal security requirements in accordance with TPR 700 (732). The **MPD/J1** must determine whether an applicant has the required security clearance for the assignment. If not, the **MPD/J1** will ensure that the clearance is obtained. When a technician cannot meet the security requirements of the position, action must be taken IAW TPR 715, paragraph **3-**2.

b. Training requirement. All applicants for a position with a designated developmental training requirement must be informed in advance that failure to complete the required course(s) will be cause for removal from the position. The selecting supervisor will require the selectee to submit a

written statement to the effect that he/she understands this condition of employment and forwarded to **MPD/J1** for review and monitoring.

c. Medical/physical requirements. Applicants must meet any medical standards or physical requirements designated for the position.

20.18. EVALUATING CANDIDATES. All vacancies will be filled in accordance with existing law, rule, and regulations. See **WING-HRR 335-1** Chapters 4 through 6.

20.19. CERTIFICATION. All eligible candidates will be certified to the selecting official IAW 20.20 below.

20.20. REFERRAL OF CANDIDATES. Following the determination of basic eligibility and evaluation of candidates as outlined in **WING HRR 335-1** Chapters 5 and 6 (if applicable), the **MPD/J1** will:

a. Certified candidates will be listed alphabetically.

b. It is the understanding of both Management and Labor that it is a mutual benefit to promote the upward mobility and advancement of employees within the organization. All bargaining unit employees will receive first consideration for a vacancy when such vacancy is identified as a position having known promotion potential (multiple grades within the same job series).

c. Notify all individuals who were not submitted for consideration.

20.21. ACTION BY THE SELECTING SUPERVISOR. The selecting supervisor is free to select or non-select any candidate referred to him/her in compliance with EEO laws and regulations/laws relating to prohibited personnel practices. An interview panel will review the application documents and conduct interviews, however a selection should not be based on the contents of the application alone, nor should the selection be based on the interview, alone. Supervisors may also review the candidate's OPF, if the candidate is a current technician employee. It is important that supervisors consider all relevant data in evaluating candidates. Upon receipt of the selection certificate, the selecting supervisor will:

a. Interview candidates.

(1) To avoid a perception of bias or pre-selection, an interview panel consisting of at least three individuals will be used.

(2) Every effort will be made to conduct personal interviews. If not possible, telephone interviews should be conducted.

b. Make a tentative selection and verify qualifications and applicable military requirements.

c. Make a final selection. **(**Note: If all candidates are rejected, the selecting official will return the certificate to the **MPD/J1)**.

d. Notify the selected candidate. (Note: If additional training is required the selectee will submit a written statement to the effect that he/she understands this condition of employment and forwarded to **MPD/J1** for review and monitoring.)

e. Notify those candidates not selected.

f. Negotiate a release date between gaining and losing supervisor in the case of individuals currently employed by the federal government.

g. Sign and return the selection certificate to **MPD/J1** with the appropriate SF 52 for appointment.

20.22. Action by the **MPD/J1.** A representative of the **MPD/J1** will:

a. Ensure that selecting supervisor has complied with **WING HRR** 335-1.

b. Arrange for a release date if requested.

c. Prepare appointment/promotion/reassignment file (IAW **WING HRR** 335-1).

20.23. RELEASE OF SELECTEE. After selection for promotion or placement, a technician must be released promptly from his/her present position. Release will normally be within **two (**2**)** weeks after selection. In all cases, the release date will not be delayed longer than **thirty (**30**)** days without approval of the **DMP**.

20.24. PURPOSE OF RECORDS. Complete promotion records will be maintained by the **MPD/J1** to:

a. Provide a clear record of actions taken.

b. Evaluate the merit placement program.

c. Provide proof that merit placement actions are being made on a fair and equitable basis in accordance with this plan.

20.25. RECORDS RETENTION. Sufficient records are required to allow reconstruction of the placement action to provide, for an evaluation of merit promotion/placement plan, for a clear record of the actions being taken and for proof that technician vacancies are filled on a fair and equitable basis in accordance with this article.

a. The following records are to be maintained in the **MPD/J1**:

(1) Copy of the vacancy announcement.

(2) Copy of Initial Screening Worksheet for Merit Staffing Actions form and NGB Form 300-6.

(3) Copies of OF 612, **and/or** resume **with cover letter** and attached documents.

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

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

20.26. PRIVACY PROTECTION. Information relating to individual placement action or to the candidate will not be discussed with or shown to unauthorized individuals. Supervisors and personnel specialists participating in merit placement actions will not disclose the details of their work to unauthorized persons.

20.27. GRIEVANCES. 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 applicable grievance procedures.

a. An employee who believes that proper procedures were not followed in a particular placement action for which he/she was 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, in a grievance regarding a specific merit placement, will provide the Union with promotional material utilized in assessing the qualifications of the eligible candidates provided that:

(1) Such material must be sanitized of the actual names, addresses and social security numbers of the candidates.

(2) Code names will be substituted for the actual names of the candidates and will be used consistently throughout the promotional material provided.

(3) The code name of the selectee will be identified.

(4) Upon the order of an arbitrator, the Union will be informed of the actual names of the candidates.

(5) The Union must safeguard and maintain the confidentiality of the promotional material.

20.28. DISCRIMINATION COMPLAINTS. Allegations of discrimination because of race, color, religion, sex, age, handicapping condition, or

national origin made during any phase of selection process will be considered under the Wisconsin National Guard Equal Employment Opportunity Program, or other applicable procedures.

20.29. OTHER. Other complaints or inquiries including those made by non-technician candidates should be directed to the **MPD/J1**. All such inquiries will be considered and every effort made to resolve such complaints.

20.30. CORRECTIVE ACTION. Action taken to correct procedural, regulatory or program violations will be taken in accordance with Part IV, National Guard Bureau Technician Personnel Regulation **(TPR)** 335.

ARTICLE 21 - POSITION DESCRIPTIONS

21.1. GENERAL. Each employee is entitled to a position description, which accurately reflects the employee's title, series, grade classification, and clearly states and defines the major duties and responsibilities of the position. The employee's position description will be reviewed and discussed at least once annually by the supervisor and the employee. The employee's input will be considered in making any revisions of this position description.

a. **Should the position description contain an "other duties as assigned" clause, the Employer agrees that such duties will be assigned in accordance with rules and regulations of appropriate authority. Higher graded duties of a regular and recurring nature should be recognized in the individual's position description.**

b. Any employee in the unit who believes that he/she is performing duties beyond the scope of the job description shall have the right to request, through the supervisor, that the job description be reviewed (desk audit). The Employer shall provide technical advice and assistance to the supervisor and employee in resolving classification questions. If a satisfactory resolution of the employee's complaint is not reached, the employee may appeal on the series, title and grade of the position description (classification). If an employee is a GS employee, he / she may submit his/her appeal through the supervisor, **MPD/J1** and Defense Civilian Personnel Management System (DCPMS), or directly to OPM. If he/she is a WG employee, he / she must submit the appeal through the **MPD/J1**, to Defense Civilian Personnel Management System (DCPMS) and to OPM. Both the supervisor and the employee must certify that the position description in question is correct, before an appeal can be made.

21.2. WORK OUTSIDE A POSITION DESCRIPTION. When the Employer determines that an employee is required to perform work outside of his/her position description that may constitute a risk of personal injury to him/herself or of damage to equipment, the Employer will provide the supervision of a journeyman or supervisor qualified in the appropriate trade or craft.

ARTICLE 22 - PERFORMANCE STANDARDS AND APPRAISALS

22.1. ADMINISTRATION. **The parties agree that the development of performance standards and the identification of critical elements will be a cooperative effort between the employee and the supervisor. Supervisors will encourage employees to participate in this joint effort. Employee's performance standards will be reviewed at least once annually by the supervisor and the employee. The supervisor and the employee will sign the product of their efforts. It is an indication that the employee has reviewed and discussed the standards and critical elements with the supervisor. For procedural assistance/guidance see TPR 430, WING HRR 430-1, including applicable supplements.**

22.2. STANDARDS. Written performance standards must be consistent with the duties and responsibilities stated in the employee's position description, to include other duties as may be assigned, as appropriate. Standards must provide for a discernible difference between fully acceptable performance and that which is necessary to achieve an exceptional performance rating.

22.3. CHANGING A STANDARD. Changes may be made to a standard during the rating period and these changes shall be conveyed and discussed with the employee. The employee will initial these changes as verification that these changes have been discussed with him or her.

22.4. ELEMENTS. Elements must be identifiable and the standards applied must be measurable, obtainable, and provide for reasonable objectivity. Critical elements are any elements of the employee's job that are of sufficient importance that performance below the minimum standard established requires remedial action and may result in the denial of within-grade/step increases, reduction in grade or removal of the employee.

22.5. FORMAL APPRAISALS. **F**ormal appraisals will be conducted and documented on a **NGB** Form 430-1. The normal appraisal **period will be 01 October through 30 September each year**. The appraisal will be forwarded to the **Manpower and Personnel Directorate** (**MPD/J1**) in accordance with WING HRR 430-1 (to arrive not later than **thirty (**30**)** days after the end of the appraisal period).

a. Non-availability of supervisor or technician. It is mutually agreed, should the supervisor or the technician become unavailable (e.g. on extended temporary duty (TDY), military duty, etc.), and workload permitting, a summary appraisal will be completed prior to the change in their duty status. This summary appraisal can take place at any time in the appraisal period but must include at least **one hundred twenty (**120**)** days of supervision. (ref. WING HRR 430-1.)

b. Change of Appraisal Period. If a supervisor or technician leaves their current position, a summary appraisal will be completed with the ending day being the day of departure. Once again, this must include at least **one hundred twenty (**120**)** days of supervision.

c. Extensions. Any extensions must be coordinated through the Employee Relations Specialist in the **MPD/J1,** and documented on the employees' NGB 904-1.

d. Employee signature. The employee should sign the appraisal in the presence of the supervisor. Signature by the employee does not necessarily constitute agreement with the appraisal. It is an indication that the employee has reviewed and discussed the appraisal with the supervisor.

e. Appeal. Employees may file an appeal through the appellate procedures contained in **TPR** 430 and WING HRR 430-1, including supplements. Contact the **Labor Relations Specialist (LR)** for additional assistance in filing an appeal.

(1) As a minimum, the appeal request will contain the following information:

(a) Name of the technician filing the appeal.

(b) Organization (assigned work area.)

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

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

(e) Date the appraisal was received.

(f) A statement that a hearing is or is not desired.

(g) Civilian technician's representative, labor or other**, if applicable**.

(2) Appeals must be addressed and forwarded to:

State of Wisconsin, Department of Military Affairs
Office of **T**he Adjutant General ATTN: **WIJS-LR**
2400 Wright Street
Madison, WI 53704-2572

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

22.6. PERFORMANCE FEEDBACK. Performance feedback is an ongoing responsibility of the supervisor. Employees are entitled to informal discussions of the status of their performance periodically during the appraisal period. These informal discussions should note the employee's positive aspects as well as identifying any deficiencies (and should be documented on the NGB 904-1). Supervisors will give guidance and advice to each technician as necessary on how performance can be improved. Employees may request to meet with their supervisor during the rating period to review their performance as compared to the established standards.

22.7. WITHIN GRADE INCREASE. The annual appraisal will be used to determine eligibility for within-grade/step increases. Eligibility for these increases will be the minimum requirements established by law or the regulations of appropriate authority. Any employee denied or delayed in receiving their within-grade/step increase through no fault of their own shall have their increases made effective, retroactively, to the earliest date of eligibility and they shall be entitled to receive any pay they would have received had the error not occurred.

22.8. UNACCEPTABLE/MARGINAL PERFORMANCE. Actions intended by the Employer based on unacceptable/marginal performance, including the denial of a within-grade or step increase shall not be taken unless the following requirements have been met. The employee against whom such action is being taken shall receive specific counseling concerning instances of unacceptable/marginal performance. The counseling at a minimum shall:

a. Specify the areas of the deficiencies and what is expected to bring performance up to the satisfactory level.

b. Identify assistance available to the employee to enhance improvement.

c. Prepare and present to the employee an Individual Development Plan (IDP) to assist in the improvement of the employee's performance.

d. Identify a time period for demonstration of improvement. (Minimum of one hundred twenty (120) days for a marginal appraisal.)

e. Specify that if performance is not brought up to an acceptable level, a thirty (30) day notice of proposed action will be issued.

(1) Pencil annotations to NGB Form 904-1 may be used as a record of these actions. Employees **will** initial these counseling sessions.

(2) If in the supervisor's opinion, the employee may be able to demonstrate acceptable performance with additional time the supervisor may delay any action to be taken. This includes the delaying of any within-grade or step increase until such time as the employee attains an acceptable level of performance. The decision on the part of the supervisor is considered only an extension of time for the employee to demonstrate proficiency.

(3) In such circumstances, should the employee attain satisfactory performance, the employee will receive the increase effective at the time of attaining the satisfactory performance level. Should the employee not attain the satisfactory performance level, the thirty (30) day notice will be issued.

22.9. ACTIONS BASED ON UNACCEPTABLE PERFORMANCE. The thirty (30) day written notice of proposed action will include all the requirements specified in paragraph B(1), Part IV, **TPR** 430, including supplements (WING HRR 430-1 para 3-3). An appeal of such action must be filed within the thirty (30) day notice period and must meet the requirements of paragraph B, Part V, **TPR** 430 including supplements (WING HRR 430-1 para 4-1).

ARTICLE 23 - TRAINING

23.1. DETERMINATION. Although it is expected that personnel are basically qualified to perform their duties as a prerequisite of employment, the parties recognize the possible need for additional training or retraining. It is recognized that training is a valuable means of assisting the civilian technician in improving performance or reaching full potential. Counseling sessions between supervisor and civilian technicians may result in the identification of specific training needs. Recommendations for training should not be limited to less than the fully acceptable performer, but may be made available to assist a technician to achieve a higher level of job

performance and proficiency. Thus, training may be remedial or developmental and may be applicable to developmental and journeyman level positions. The employee is encouraged to notify the union when placed into a remedial training program.

23.2. TRAINING PROGRAM. The Employer is responsible for establishing training programs as may be required to improve the efficiency of each employee. In developing these training programs, the Employer agrees to consider recommendations from the Union. However, the final decision on the content, scheduling and conduct of the training remains with the Employer.

23.3. ATTENDANCE. Employees may attend an appropriate course of instruction or participate in special exercises in a military or civilian status as directed by management.

23.4. TRAINEES. A training program for appropriate employees may consist of:

a. On-the-job training of a specified duration, or;

b. Satisfactory completion of required skill level training as appropriate.

ARTICLE 24 - DETAILING/TEMPORARY PROMOTION

24.1. COVERAGE. Detailing to higher graded positions or to positions with known promotion potential will be consistent with the spirit and intent of the Code of Federal Regulations (CFR) and National Guard Regulations.

a. A detail to a higher graded position is appropriate when an individual's service is required for **two (2) pay periods** or less in that position. A temporary promotion will be granted when management determines the detail would otherwise extend for more than **two (2) pay periods**.

b. When it has been determined by management that a temporary promotion of more than **eight (8) pay periods** is appropriate, the position will be filled utilizing competitive procedures. In addition, the following will be made clear to the selected technician before he/she accepts a temporary promotion:

(1) Why it is only a temporary promotion.

(2) That the temporary promotion may be terminated by management when the services are no longer required, even though the anticipated duration has not been reached.

c. **Temporary promotions should not be used to circumvent the Merit Placement Plan.**

24.2. ROTATION OF DETAILS. Details to perform duties of a higher level shall be rotated among qualified employees as determined by the Employer to the fullest extent practical. The detail procedure will not become a device to afford some employees an undue opportunity to gain qualifying experience. Conversely, details to lower graded duty will not be used as discipline, harassment, or reprisal.

24.3. DOCUMENTATION. Standard Form 52 shall be used as documentation of a detail or temporary promotion in accordance with applicable regulations.

ARTICLE 25 - TEMPORARY DUTY

25.1. TECHNICIAN TRAVEL/RECOGNITION. Authority for travel and for payment of per diem and reimbursement of expenses incident to all travel will be in accordance with applicable regulations of appropriate authorities. The use of the word "travel" for the purposes of this Agreement shall include the costs associated with transportation, meals, lodging and any other incidentals associated with an employee's official travel. Employees on official travel will be authorized the appropriate amount permitted under the Joint Travel Regulations (JTR).

a. The Employer recognizes that technicians traveling TDY in technician status are excepted civil servants of the Federal government. The Employer agrees to place a statement to this effect on all technician TDY orders as follows:

> “The bearer of these orders is identifiable by a military identification card but is traveling as an excepted civil servant of the U.S. government and must be accorded the normal considerations due to a civilian employee commensurate with their civilian grade, with the exception of billeting which is governed by military rank.”

b. The Employer agrees to reconsider this article upon substantive changes in applicable rules, regulations and statutes governing issuance of official identification cards.

c. Civilian technicians will be assisted by appropriate management representatives in coordination of travel for temporary duty away from home station normally not later than five **(5)** days prior to departure. This assistance should include, to the maximum extent possible, but not limited to, areas concerning work schedules, per diem, allowances, types of travel, types of quarters, types of leave used, use of credit cards and acceptance of them at TDY locations, and the names of supervisors in charge of all aspects of the duty. Volunteers will be requested and considered in all travel when feasible.

d. Representation during Temporary Duty Assignments: As required, a member of the Labor Organization may be designated to represent the TDY bargaining unit member(s). This representative will be responsible to assist the member(s) to secure information relative to personnel problems experienced during the course of the TDY. The designated Labor Organization representative will have the authority to bring such concerns to the attention of the designated mission commander or the supervisor in charge for resolution. When a problem or concern surfaces during the TDY (within the scope of this agreement) which cannot be resolved, it may be processed using the negotiated grievance procedure upon return to home station.

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

25.2. TRAVEL NOTIFICATION. **All travel will be accomplished on official travel orders normally issued fourteen (14) calendar days prior to the performance of travel. In circumstances beyond the Employer's control, orders will be issued as soon as practicable; however, travel is not permitted without authorization from a management official having proper authority to authorize travel funds.**

25.3. ADVANCE OF FUNDS.

a. Employees will not be required to bear the cost of travel out of their own personal funds. Therefore, employees are entitled to request and may receive the Government Travel Charge Card. Only those individuals who are not eligible, or exempt, for a travel charge card or have had their travel card closed, suspended or deactivated may receive an EFT travel advance. Entitlements to this card and concerning its use are outlined in DoD FMR Volume 9, Chapter 3. Procedures will be developed to communicate deactivation of their Government Travel Charge Card, for non-use, to the employee prior to the cards deactivation.

b. Travel card advances are only authorized for amounts to cover the meal and incidental expenses portion of per diem authorized on the traveler's orders.

c. If an individual is notified of a delinquent Government Travel Card account for a trip has not yet received a per diem payment for the trip, the individual must report this to his/her supervisor. It is the agencies responsibility through the supervisor, to report this to the servicing payroll office who will notify the contractor for the Government Travel Card that the individual should not be considered delinquent.

25.4. LODGING. Employees on official travel shall be provided lodging or quarters in accordance with the travel regulations of appropriate authority.

25.5. DEFENSE TRAVEL SYSTEM (DTS). The employer will apprise local chapter officials prior to each stage of implementation of DTS and will engage in impact negotiations as required. The employer will provide DTS training and will distribute the DTS deployment schedule to all bargaining unit members.

ARTICLE 26 - STANDBY and ON-CALL TOURS

26.1. SCOPE: Management through dedicated partnership with Labor must ensure the Agency's mission is completed during non-duty hours. When used properly, both "Standby Duty" and "On-Call" status give managers important tools to guarantee mission coverage during times of critical need. The agency is responsible for determining the need for "standby duty" and/or placement in "on-call" status. Management must place the technician in the appropriate status and provide information pertaining to restrictions and permitted activities.

Standby duty imposes significant restrictions in the Technician, and provides for compensatory time for the period spent on standby outside the regular tour of duty. "On-Call" status provides for compensatory time only for those hours when the technician is actually called in to perform work. The use of electronic devices (i.e. beepers, cellular telephones, etc.) may be used as a tool at management's discretion solely for the purpose of notification of employees. Use of these devices in itself does not constitute the status in which a technician is performing.

26.2 STANDBY STATUS

a. “Standby” status, when applicable, will be the primary means of effecting the Agency’s mission during non-duty time. In each affected work center, the supervisor shall solicit volunteers and/or produce rotational schedules of employees who will be ready to respond in case of management need. The Agency, understands that standby duty imposes significant restrictions on the Technician, and provides for compensatory time for period spent on standby outside the regular tour of duty. Standby should only be used when coverage is required because of imminent risk, with a near immediate response required.

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b. A standby tour consists of periods in which an employee is;

(1) Restricted to the agency’s premises, or so close to the premises that the employee cannot use the time effectively for his or her own purpose; or

(2) Restricted to his or her living quarters or designated post of duty, has his or her activities substantially limited, and is required to remain in a “state of readiness” to perform work.

26.3. ON CALL STATUS. On call is considered a voluntary status and failure to remain available is not punishable under terms of this agreement.

a. “On Call” status will only be used when the timing for mission requirements, the duration of readiness duty, or the lengthy response times exceeds the economical use of “Standby” status.

b. An employee is considered to be in an on-call status if he or she volunteers to remain within a reasonable call-back radius of the worksite but is permitted to leave a telephone number or carry an electronic device for the purpose of being contacted.

ARTICLE 27 - REORGANIZATION/REDUCTION IN FORCE/REASSIGNMENTS/CONTRACTING

27.1. IMPACT AND IMPLEMENTATION. All reorganizations, Reductions In Force (RIF), reassignments, or contracting out affecting one or more employees will be officially documented and the Union given an opportunity to negotiate impact and implementation in accordance with applicable regulations.

27.2. REGULATORY PROVISIONS. RIF will be conducted in accordance with the provisions of NGB TPR 300 (351) and any other applicable regulations.

27.3. DESCRIPTION. A RIF occurs when an employee is released from his or her competitive level by separation, change to a lower grade, furlough for more than thirty (30) days, or reassignments involving the displacement of another employee. Such action may be due to lack of work, reorganizations, and transfer of functions or to make room for an employee exercising restoration rights. However, the fact that an employee's position is being abolished does not mean that a RIF will always be necessary. Any time an employee is required to be reassigned to a vacant position at the same grade or representative rate, a RIF will not be required. Any employee adversely affected by any reorganization, RIF action or reassignment, is entitled to grade retention for two (2) years and pay retention following the completion of two (2) years grade retention. The Employer agrees to consider other alternatives such as: attrition, organizational readjustments, suspension of recruitment, employee requested downgrades and transfers and management directed reassignments before implementing any RIF actions or any other action which may adversely affect unit employees. During a reduction in force, non-bargaining unit technician employees will be able to compete with bargaining-unit technician employees for bargaining-unit positions. During a reduction in force, non-technician employees will not compete with bargaining-unit employees for bargaining-unit positions except for those non-technician employees who have restoration rights under 38 U.S.C. Section 2024(d) and who may exercise at any time, their right to return to their former bargaining unit positions.

27.4. NOTIFICATION. The Employer agrees to notify the Union at least sixty (60) calendar days before the date of an employee's release. This notice will include the reasons for the RIF. In the case of a major RIF a general notice will be provided to each employee potentially affected at the earliest possible date.

27.5. APPEAL. Employees may appeal to **T**he Adjutant General upon receipt of a specific notice of a RIF, in accordance with NGB TPR 351 and other applicable regulations. The appeal may be filed any time after receiving the notice, but not later than fifteen (15) calendar days after the effective date of the action.

ARTICLE 28 - EMPLOYEE BENEFIT PROGRAMS

28.1. EMPLOYEE ASSISTANCE PROGRAM (EAP).

a. The Employer agrees to maintain an Employee Assistance Program (EAP). The EAP will conform to guidelines established by law or regulation of appropriate authority.

b. The Employer agrees to notify all employees of the following at least annually, the availability of the EAP, requirements for participation, objectives and confidentiality.

c. When a technician's reply to a proposed adverse action establishes for the first time a handicapping condition of substance abuse, management will proceed by issuing the original adverse action as outlined in paragraph 2-17 of Technician Personnel Regulation (TPR) 752. However, the original decision may place the adverse action in abeyance for a specified period, usually six (6) months to one (1) year. This will provide the technician reasonable time to participate in a rehabilitative program. If the technician fails to successfully participate or the participation does not result in improved conduct within the specified period, the adverse action shall be effected in accordance with TPR 752. HRO clearance is required before effecting the adverse action. If the adverse action is not effected when a technician's appeal alleges for the first time that management should have known of his/her handicapping condition of substance abuse, the NGB administrative hearing examiner and/or State Adjutant General will determine if management failed to provide reasonable accommodation (should have inferred from the circumstances of the case that the technician was handicapped by substances).

28.2. RETIREMENT.

a. The Employer recognizes that retirement and its benefits are goals of all employees. With changes in the retirement systems available to employees, decisions involving the employee retirement benefits have become more complex. Therefore, to assist employees the Employer agrees to brief employees on an on-going basis of the options available along with any changes implemented by appropriate authority. It is not the Employer's responsibility to make any recommendations to the employees nor will the Employer be held responsible for not making any recommendations. Should information become available from any appropriate source, such as the Office of Personnel Management (OPM), offering suggestions for employees, that information will be made available to the employees upon request.

b. For those employees who have opted to retire, the Employer agrees to provide retirement counseling which will include an individual analysis, listing the annuity amounts the employee will receive under each of the options available.

28.3. FLEXIBLE SPENDING ACCOUNT. The Employer agrees to notify all employees at least once, annually, of the availability of the program and its requirements for participation, its objectives and its confidentiality.

a. Health Care Flexible Spending Account (HCFSA). A HCFSA helps you pay for eligible health care expenses that are not paid by FEHB or any other insurance. A HCFSA does not replace an insurance plan, but it can help you get more for your money by using pre-tax dollars to stretch the money you would normally spend out-of-pocket on health care services. You make an annual election to a HCFSA. That election is taken from your salary in equal allotments before any taxes are calculated.

b. Dependent Care Flexible Spending Account (DCFSA). A DCFSA pays for eligible dependent care expenses, such as childcare or eldercare, so that you – and your spouse, if you are married – can work, look for work, or attend school full-time. When you enroll in a DCFSA, you specify that a portion of your salary be set aside before taxes through payroll allotments to pay for qualified dependent care expenses.

c. Long Term Health Care. Long term care: The Federal Long Term Care Insurance Program, is an employee paid insurance plan administered by a contracted insurance company. Long term care insurance helps defray the costs of assistance with activities of daily living, such as bathing and dressing. It covers skilled, intermediate and custodial care in your home, an adult day care center, an assisted living facility, a nursing home, or a hospice facility. See your **MPD/J1** benefits counselor, the Wing HR Liaison or the Long Term Care Insurance Program Web Site for additional information.

28.4. CHILD CARE OPTIONS. The parties agree that quality child care is a mutual interest. Options will be further investigated through partnership**,** and when Regulations and funds come from appropriate authority.

ARTICLE 29 - INCENTIVE AWARDS PROGRAM

29.1. PURPOSE AND GOAL. The program is designed to insure equality of treatment and consideration in all categories of awards, to stimulate interest and pride in work and to foster esprit de corps based on a concept of fairness in the granting of awards. Reference WING HRR 451-2.

29.2. ORGANIZATION. One State Incentive Awards Committee will be established by the Employer. This committee will serve all employees in the State. The organization and duties of this committee are provided in the NGB Incentive Awards Program. These include but are not limited to the Quality Salary Increase, the Immediate Recognition Award, the TAG Quality Award and the Time Off Award.

a. Quality Salary Increases. Only technicians serving in a general schedule position and receiving an outstanding appraisal (i.e., a rating of 90 or above) are eligible for this award.

b. Immediate Recognition Awards provides nearly immediate, on-the-spot recognition of one-time and short-term efforts by employees that result in service of exceptionally high quality or quantity.

c. TAG Quality Awards honor the outstanding work of teams of full-time personnel.

d. Time Off Awards (TOAs) recognize special acts/services or other personal effort that contributes to the quality, efficiency, or economy of Government operations. A TOA provides an excused absence to a technician without charge to leave or loss of pay.

29.3. ROLE OF THE UNION. The views of the Union will be considered by the Employer for improving the Incentive Awards Program. The Employer encourages any efforts which will maintain employee interest in the program.

ARTICLE 30 - EQUAL EMPLOYMENT OPPORTUNITY

30.1. GENERAL. The Employer and the Union agree to cooperate in providing equal employment opportunity for all employees, regardless of sex, race, religion, color, age, or national origin, and to assure that all personnel programs, procedures, and assignments are free of discriminatory practices, as outlined in applicable regulations.

30.2. EMPLOYER RESPONSIBILITIES.

a. The Employer will provide opportunity for promotion and advancement for all employees, **dual status and non-dual status**, in accordance with the appropriate merit promotion and placement plan and Federal Equal Opportunity Recruitment Plan.

b. The Employer agrees to appoint and train employees to be equal employment opportunity counselors. Candidates so selected shall meet the established criteria and will be trained in accordance with the provisions of applicable regulations.

30.3. UNION RESPONSIBILITIES. The Union agrees to support the Equal Employment Opportunity Program as outlined under Public Law 92-261 and will participate, consultatively, in the development of the Affirmative Action Plan.

ARTICLE 31 - UNION-MANAGEMENT CONSULTATION

31.1. MEETINGS.

a. The Employer agrees that Chapter Presidents, or in their absence, the 1st Vice Presidents, may act in behalf of the Chapter at each respective facility (Milwaukee and Madison) during normal duty hours for attendance at meetings of a mutual interest to the Employer and the Union. Time used during normal duty hours will be with the knowledge and approval of the appropriate supervisor.

b. The Chapter Officials and appropriate senior management officials designated by the Air Commander, should meet regularly and exchange information for mutual understanding with respect to personnel policies, practices and other matters which affect the conditions of employment of unit employees. Subjects discussed are not limited to any particular area of labor management relations, but may cover the full spectrum of issues affecting unit employees. Meetings may be held at any time the need arises.

c. The Union and the **DMP** will meet jointly to consult on present or proposed personnel practices and policies, and working conditions. Union and management will each be permitted two (2) representatives at these meetings. Additional representatives may be permitted at the discretion of the Employer.

31.2. SCHEDULING. Meetings will be held on a date and time mutually agreed on by both parties.

31.3. AGENDA. Either party may submit their proposals for the agenda in writing to the other party at least five (5) work days in advance of the scheduled meeting.

ARTICLE 32 – WORKING CONDITIONS

32.1. SAFETY AND HEALTH

a. Scope. The Employer and the Union each have a prime responsibility to insure that all applicable provisions of the OSHA Act, Public Law 91-596, Executive Order, Air Force **Instructions, ANGIs, and applicable Supplements** are complied with.

b. Employer. The employer provides, as appropriate, a medical surveillance program for the express purpose of monitoring the health of employees whose duties expose them to toxic agents and/or other accumulative hazardous working conditions. The Employer must insure, within budgetary limitations, that all required safety devices, equipment, and materials are made available to all affected employees. Employees must wear Employer-provided safety equipment when performing tasks that require its use.

c. Union. The Union will insure that all employees of the unit participate in the various published safety and health programs, and serve on the various established committees enthusiastically, when asked to serve. The Union shall encourage all employees of the unit to participate in the established operational hazard reporting system through their alert attention to hazardous conditions, equipment, and environmental conditions by reporting this to their immediate supervisor or using AF Forms 3 and 457 for correction. The Union may appoint one of its members to serve on each of the Federal Safety and Health Councils serving the Madison and Milwaukee Districts and to each ANG Base Safety and Health Committee.

d. Environmental Conditions. The Employer and the Union shall be constantly cognizant of any environmental condition appearing to be injurious to health or comfort of the employees, including, but not limited to confined spaces, excessive noise, dust, fumes, toxic materials and other potentially harmful or discomforting conditions. These are conditions above and beyond the normal conditions required in the maintenance and performance of the assigned unit's missions. The Union, through the shop stewards, will encourage all employees of the unit to report for special physical examinations covering the above items, when appropriate officials schedule them. Management will make all reasonable efforts to make a safe and healthful working environment. In the event employees report a hazardous condition and management determines that harmful conditions do exist, no employee shall be required to work in affected areas until the condition has been eliminated or remedial measures have been taken, such as the use of personal protective equipment and/or rest periods.

e. Safety Policies. An employee is permitted to decline to carry out a task when the employee has a reasonable belief that the task poses an imminent risk of death or serious bodily harm. Coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

f. Cold Weather Work. The Air Commanders and Detachment Commander (ACS) will publish a local policy dealing with cold weather working conditions using applicable directives covering chill factor, protective clothing, and working conditions affecting the health and well-

being of employees. The Employer agrees to inform all employees of current local, cold weather policies prior to the start of annual winter/cold weather operations at respective bases in Madison, Milwaukee and Volk Field.

g. HDP/EDP. Employees engaged in hazardous work under special environmental conditions as prescribed in regulations shall be entitled to differential pay as provided in 5 CFR Chapter 1, Section 532.511. All supervisors and authorizing officials shall have as their objective the elimination or reduction to the lowest possible level all hazards, physical hardships, and adverse working conditions of an unusually severe nature. Even though an environmental differential is authorized, there is a responsibility of supervisors and authorizing officials to initiate continuing positive action to eliminate danger and risk which contribute to or cause the hazard, physical hardship, or adverse working conditions of an unusually severe nature. The existence of environmental differentials is not intended to condone work practices that circumvent Federal and State safety laws, rules and regulations.

h. Safety Committee. Local safety committees will be established. The Union will nominate, for appointment by the Employer, at least one technician from within the bargaining unit to serve as a member of each local safety committee.

32.2. FITNESS FOR DUTY.

a. Management has the right to require a technician to leave the worksite when it is determined that; (1) the technician is not ready, willing, and able to perform assigned duties; and/or (2) the technicians continued presence is highly undesirable or presents an immediate threat to Government property or the well being of the technician, co-workers, or the public. (Reference TPR 715, Section **3**-9).

b. For employees occupying a position with medical standards, physical requirements and/or a position subject to a medical evaluation program the employer may offer or require a fitness for duty evaluation (including a psychiatric evaluation if applicable). A medical examination may be offered in accordance with 5 CFR 339 for any situation where the employer requires additional medical documentation to make an informed management decision, and /or whenever there is direct question of an employee's continued capacity to meet the physical or mental requirements of a position.

c. The Employer has discretionary authority to remove, reassign or detail an employee, who is verifiably at risk, affects the safe and efficient performance of other employees, or is a detriment to the employers mission. A medical examination may be offered in these circumstances, in accordance with 5 CFR 339.

d. When the employer offers or requires an examination, it must inform the employee in writing of the reason for doing so and the consequences of failing to cooperate. If offered or required, the evaluation shall be conducted at the earliest opportunity.

e. Failure to meet a properly established medical or physical requirement means that the individual in not qualified for the position unless a waiver or other accommodation is indicated.

f. Employees required to participate in physical examinations as part of their conditions of employment will be permitted to do so on official time. Official time will also be provided for any follow-up examinations required by the Employer. Employees required to travel for these examinations will be entitled to the use of a government vehicle or authorized travel costs in accordance with applicable regulations. The employer shall pay for all examinations ordered or offered whether conducted by the employer's physician or the employee's physician.

g. Personnel decisions based wholly or in part on review of medical documentation and results of medical evaluations shall be in accordance with the provisions set forth under 5 CFR Chapter 1 Section 339.

32.3. FITNESS

a. To assist employees in the maintenance of good physical condition, the Employer agrees to encourage employees to participate in physical fitness activities. Additionally, if requested by the employee and subject to supervisory approval, the Employer agrees to permit employees to engage in physical fitness activities during duty time. Approval will be predicated on the ability of the employee to be released from his or her work assignment.

b. Employees may participate in physical fitness activities in accordance with the current policy of the Employer. Such activities may include jogging, running, walking, bicycle riding**,** and the use of any Morale Welfare and Recreation (MWR) equipment provided such equipment is available for use by bargaining unit employees. Such activity is voluntary and subject to supervisory approval.

c. Employees wishing to participate in such activity may be required to execute a disclaimer of responsibility for any accidental injury occurring as a result of the employees' participation in the voluntary program.

32.4. TRANSPORTATION. The Employer will arrange to provide prompt transportation to a doctor or hospital for any employee on duty who requires emergency treatment. When a supervisor determines that an

employee on duty has an emergency at home, he/she will assist the employee in obtaining transportation if the employee requests assistance.

32.5. WORKMANS COMPENSATION. (See WING HRR 810-1, Compensation Benefits for Technicians). Contact OWCP Representative at **MPD/J1** whenever an injury or occupational illness is identified.

a. When employees acting in the scope of their employment are injured or develop an occupational illness, they shall notify their supervisor immediately and shall be able to apply for all appropriate benefits provided under Federal Workers' Compensation laws and regulations.

b. The Employer shall provide information annually regarding Federal workers compensation processes, benefits, coverage limitations and responsibilities under the law so that the employee understands the compensation plan afforded him or her.

c. The Employer and Employee must report all injuries and complete the required documentation in accordance with WING HRR 810-1. If a civilian technician sustains a traumatic job related injury while on duty in technician status, he may be placed in a continuation of pay (COP) status, if needed, for **forty five (**45**)** days from date of injury.

d. Employees are entitled to receive copies of documents relating to their injury and the filing of any claims for benefits in accordance with applicable statutes and regulations as are available from the **MPD/J1**.

e. The Employer's responsibility to provide work while an employee is suffering from an occupational injury or disease and the employee's responsibility to accept such work will be governed by laws and regulations of appropriate authority.

f. Employees who have a permanent disability as a result of an occupational injury or disease and who are offered a job at a lower grade and/or classification, or pay shall be afforded benefits in accordance with applicable regulations.

g. Employees recovering from injury or illness may request to return to work in order to be assigned light duty. The Employer may provide light duty assignments for a limited period for those employees subject to medical documentation furnished by the employee. While the Employer is under no obligation to offer light duty to employees injured off the job, the Employer may use the same discretion in such cases.

ARTICLE 33 - EXCEPTIONS TO WEAR OF THE MILITARY UNIFORM

33.1. REQUIREMENTS. It is agreed that technicians in the excepted service are required to wear the appropriate military uniform and comply with grooming standards in accordance with AFI 36-2903, when performing technician duties.

33.2. EXCEPTIONS. In order not to breach the statutory duty of fair representation to all bargaining unit employees without regard to Union membership, the parties agree to the following:

a. Union officers and stewards will not be required to wear the military uniform while:

(1) Performing representation duties beyond the first step of the negotiated grievance procedure.

(2) Representing the Union in a third party proceeding.

(3) Serving as a member of the Union's negotiating team.

(4) Appearing as a witness in any third party proceeding.

(5) Attending a Labor/Management training session.

(6) When attending Union/Management consultation sessions with **T**he Adjutant General, the **DMP** or their designated representatives.

b. Employees in the bargaining unit will not be required to wear the military uniform while:

(1) Processing a grievance under the negotiated grievance procedure at third step grievance proceedings.

(2) Appearing as a grievant, appellant, or witness before a third-party proceeding.

(3) Appearing as a negotiator at contract negotiations.

(4) Attending a labor/management session in connection with any third-party proceeding

(5) While participating as committee members, witnesses at a hearing or data collectors in the Federal Wage Survey.

c. Reasonable time at the workplace will be allowed Officers and Stewards

to change into and out of the military uniform under the specific circumstances provided here in under subsections a and b of this Article and will be coded as such on the Employee's time sheet.

IN WITNESS WHEREOF the parties hereto have entered into his Agreement on this ____ day of _____2009.

FOR THE ASSOCIATION

DANIEL LEWIS
Badger State Chapter President
Chief Negotiator

ROBERT J. NIEMER

DARRELL A. MILLER

CHRISTIAN P. HOLENTUNDER

TIMOTHY A. MARQUARDT

FOR THE EMPLOYER

KENNETH A. KOON
Director of Manpower and Personnel/J1
Chief Negotiator

MICHAEL STASIEWICZ

DONALD J. HAMILTON

CARESSA J. TRALONGO

CHRISTINA M. HASTINGS

Approved:

DONALD P. DUNBAR
Brigadier General (WI)
Wisconsin National Guard
The Adjutant General

Approved by the Department of Defense on _____

APPENDIX A - EMPLOYEE RIGHTS STATEMENT

EMPLOYEE: _____DATE: _____

You have a right to be represented at this meeting, discussion, investigation, examination, counseling; by the Union, or a representative of your own choosing, including that of an attorney. You also have the right to decline representation.

If you decide to pursue this matter through the negotiated grievance procedure, you may only be represented by the Union or yourself. You are also advised that only the Union may invoke arbitration on your behalf. You are also advised that the Union has the right to be present during any of the above cited circumstances to represent the Union. Further, any adjustment to your grievance may not be inconsistent with the terms of the collective bargaining agreement.

Should you decide to engage the services of an attorney or a representative other than the Union in any matter involving the negotiated grievance procedure, Union approval will be required. It must also be understood that statutory appeals, as specified in Section 14.3 (f), will only be processed through the appropriate appeal procedures by an employee or his./her representative, and not the negotiated grievance procedure. Any other mater that may be pursued by statutory appeal or by the negotiated procedure, must address one process or the other but not both.

Should you elect to be represented you will be given a reasonable amount of time to secure a representative.

PLACE A CHECK MARK BY YOUR CHOICE OF REPRESENTATION

1. UNION REPRESENTATION ___ 2. REPRESENT YOURSELF ___

3. OTHER REPRESENTATION ___ _____
NAME OF REPRESENTATIVE

I fully understand my rights as they have been explained to me. I am completely aware of the responsibility associated with the selection that I have made.

NAME: _____ _____
please print signature/date

1 copy for each, the employee, the Union, representative (if any), and management official

APPENDIX B - GRIEVANCE FORM

NAME OF EMPLOYEE _____DATE _____

WORK AREA UNIT _____

_____

NAME OF REPRESENTATIVE _____

NAME OF FIRST LEVEL SUPERVISOR _____

STATEMENT OF GRIEVANCE _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

(ADDITIONAL SHEETS MAY BE ATTACHED IF NECESSARY)

CLAIMED VIOLATIONS OF THE LABOR AGREEMENT (CITE ARTICLES/SECTIONS)

_____

_____

_____

_____

CLAIMED VIOLATIONS OF LAWS, RULES, REGULATIONS (CITE) ____

_____

_____

_____

_____

_____

RELIEF SOUGHT _____

_____

_____

_____

_____

_____

SIGNATURE OF
EMPLOYEE/GRIEVANT_____

SIGNATURE OF
REPRESENTATIVE_____

STEP 1:
DATE GRIEVANCE SUBMITTED_____ DATE OF MEETING_____

DECISION DATE_____ OR DUE DATE_____

GRIEVANCE: GRANTED [ ] DENIED [ ]

NAME AND TITLE OF DECIDING OFFICIAL _____

SIGNATURE OF DECIDING OFFICIAL _____

STEP 2:

DATE GRIEVANCE SUBMITTED_____ DATE OF MEETING_____

DECISION DATE_____ OR DUE DATE_____

GRIEVANCE: GRANTED [ ] DENIED [ ]

NAME AND TITLE OF DECIDING OFFICIAL _____

SIGNATURE OF DECIDING OFFICIAL _____

STEP 3:
DATE GRIEVANCE SUBMITTED_____ DATE OF MEETING_____

DECISION DATE_____ OR DUE DATE_____

GRIEVANCE: GRANTED [ ] DENIED [ ]

NAME AND TITLE OF DECIDING OFFICIAL _____

SIGNATURE OF DECIDING OFFICIAL _____

APPENDIX C

MEMORANDUM OF UNDERSTANDING BETWEEN
THE ADJUTANT GENERAL, STATE OF WISCONSIN AND
THE WISCONSIN AIR NATIONAL GUARD CHAPTER OF
THE ASSOCIATION OF CIVILIAN TECHNICIANS

1. SECTION 1. INTRODUCTION

In negotiating this agreement between The Adjutant General of the State of Wisconsin herein after referred to as the EMPLOYER and the Association of Civilian Technicians, Air, hereinafter referred to as the UNION; jointly referred to as the parties; it is agreed that the following conditions and procedures will be adhered to in negotiating their collective bargaining agreement.

2. SECTION 2. AUTHORITY

The CHIEF NEGOTIATOR for the EMPLOYER is authorized by **T**he Adjutant General, Wisconsin, to negotiate all matters within his discretion and which are within the concepts of Title VII of Public Law 95-454 (Civil Service Reform Act of 1978) concerning personnel policy and practices and matters affecting working conditions, so far as may be appropriate subject to law and policy requirement. It is understood that the CHIEF NEGOTIATOR for the UNION similarly represents the Association of Civilian Technicians of Wisconsin and the Air National Guard Chapter of said labor organization.

3. SECTION 3. CONTRACT NEGOTIATIONS

It is agreed between the named parties that the contract negotiations will be officially opened on a mutually agreed upon date after the signing of this Memorandum of Understanding.

4. SECTION 4. CURRENT AGREEMENT

The current agreement dated **16 December 2005** will remain in full force and effect during the negotiation period until the new agreement is approved by the agency (Defense Civilian Personnel Management Service DCPMS) in accordance with Section 11 of this agreement.

5. SECTION 5. NEGOTIATING TEAMS

a. Each negotiating team shall not exceed **five (5)** members and up to two (2) alternates.
The UNION negotiating team may contain one member as a representative of the National Office of the Association of Civilian Technicians as long as the Employer's team contains a member of the Judge Advocate General's Office.

b. Changes to negotiating teams (or alternates) must be announced by a revision to the roster in writing twenty-four (24) hours before the new team member(s) may participate in any negotiation session. One alternate member from either team may attend negotiation sessions as an observer on official time.

c. Employees whose duty hours differ from those scheduled for negotiations will have their shift and days off adjusted, so as to permit them to be on official time for negotiating sessions.

d. Formal correspondence will be exchanged between the parties designating CHIEF NEGOTIATOR, Alternate Chief Negotiator, Negotiators and alternates within five (5) working days prior to the beginning of the initial bargaining session. Any proposed changes desired after the signing of this agreement will be submitted to the other party in writing.

e. If mutually agreed upon, it is not necessary for the entire team to be present for negotiations as long as the CHIEF NEGOTIATOR or ACTING CHIEF NEGOTIATOR and one other principal member or ALTERNATE is present.

6. SECTION 6. SITE OF NEGOTIATIONS

a. The EMPLOYER will provide a meeting place located in the Headquarters Building **(JFHQ)** for the interest based bargaining portion of the negotiations beginning by mutual consent (at least 15 calendar days after the joint issue trade meeting) in October 200**9**. **Interest Based Bargaining (**IBB) team training will be held **on 31 March 2009** for all parties. Negotiations may begin that day upon mutual consent of all parties. Proposed dates for negotiations to take place **are 19-23** October 200**9**. Upon conclusion of the Interest Based negotiations all collective bargaining will be accomplished at the **JFHQ**Bldg. in Madison. All negotiations will begin at 0900 and conclude at 1530. Further negotiating dates will be mutually agreed upon at the end of each session.

b. Travel by government vehicle is authorized but not directed. Union negotiations shall be on official time. Traveling during normal duty hours to and from the place of negotiations shall also be on official time.

7. SECTION 7. NEGOTIATION SESSIONS

a. Both parties recognize a mutual obligation to conduct negotiation in the spirit of "Good Faith" bargaining with an objective toward reaching meaningful agreement (meaning consensus) on all negotiable issues presented and avoiding any lengthy delays in attempting to reach an agreement. Negotiations will take place at the time and places indicated in Section 6. For good cause, and by mutual agreement only, amendments may be made to this negotiating schedule. The initial negotiating session will begin with each party defining all their issues to the other party. Basic reasoning will be shared with the other party.

b. During negotiation sessions, each team will have one chief spokesperson. Negotiation teams shall have as a minimum two members present. By mutual agreement, each side will have the right to call a subject matter specialist, on official time, for the express purpose of providing information deemed necessary on a particular area of concern. Neither subject matter specialists nor observers may participate in actual negotiations Subject matter specialists will depart upon completion of their duties.

c. Either party may caucus (not to exceed 30 minutes unless it is mutually agreed that additional time is needed) at any time during the course of negotiating sessions.

d. Every effort will be made to keep interruptions of negotiation sessions to a minimum. Cellular phones will be turned off during all negotiations proceedings.

e. Members of the UNION negotiating committee are not required to wear their military uniform while traveling or actively engaged in negotiating sessions. Military titles **may be used but** are not required during **negotiation** session.

8. SECTION 8. NEGOTIATION PROCEDURES

a. The parties will identify all issues that both parties agree to address through interest-based bargaining. Interest Based Bargaining (IBB) techniques will not be utilized unless the parties have received the proper training in this process. Providing the training is the responsibility of the EMPLOYER.

b. Issues that the parties are able to come to a consensus on will be reduced to verbiage and added to the contract in the appropriate location. If both parties fail to reach consensus on any issue, the issue will be set aside for a **24** hour cooling off period. The issue will be re-introduced for further discussion and consensus by negotiating teams.

c. If the issue remains unresolved the EMPLOYER will request a facilitator from FMCS to promote renewed discussion of the issue. If both parties then agree that they can not reach a consensus on these concerns through Interest Based Bargaining they will then exchange proposals on the unresolved issues. At this juncture the interest based bargaining will be complete and collective bargaining will begin.

d. The parties will have **fifteen (15) working** days to review the proposals and commence negotiations. If there is a change in laws new proposals may be introduced regarding those subjects.

e. During the negotiation process, counter-proposals, which arise out of the course of the negotiations, may be submitted at any time. Each of the parties will

provide the other with five (5) copies of their issues/proposals on 8 1/2 by 11 inch paper, printed on a 10 character per inch, double spaced, format.

f. The following format guidelines will apply:

(1) Issues/proposals to change articles, sections, subsections and/or paragraphs in the current labor agreement between WING and ACT will be typed on separate pages to facilitate consideration;

(2) Issues/proposals that introduce new articles, sections, subsections and/or paragraphs will similarly be typed on separate pages;

(3) Should neither the UNION nor the EMPLOYER submit an issue/proposal on an Article of the existing LMA, the Article will be considered fully acceptable to both parties and will be included in the new negotiated LMA without any further discussion.

(4) The parties will exchange issues in accordance with section 11(d) of this Memorandum of Understanding. A one-day meeting will be scheduled and held at the negotiation site to exchange issues. This meeting will be facilitated by a mutually agreed upon facilitator and recorder. The parties will then have **fifteen (15) working** days to review the issues and commence negotiations, which maybe adjusted by mutual consent of the parties.

g. Upon reaching agreement on specific points or sub-points, the CHIEF NEGOTIATOR of both parties will initial the item agreed upon. This initialing **is done with the understanding that a complete article will be finally agreed upon until all of its parts have been agreed to**.

(1) However, it shall be expressly understood that initialing of an article or a section thereof shall indicate agreement as to the principle set forth and shall not be construed to prohibit coming back to such an initialed article or section for the revisions in language or format which may be in consistent with the principles previously agreed to by both parties. Upon reaching an agreement on any subsequent changes, the CHIEFE NEGOTIATOR of both parties will initial the agreed upon item change.

(2) The EMPLOYER will furnish the articles agreed upon and initialed the previous day at the end of each day's negotiations session. One copy will be provided for each negotiator.

h. Negotiations shall proceed with the parties considering issues/proposals affecting articles in the current agreement by the article in numerical sequence.

(1) If initially, the first article to come under consideration by the parties is one which both the EMPLOYER and the UNION have submitted issues/proposals on,

then the UNION issues/proposals will be considered first and thereafter issues/proposals on that article will be considered alternately.

(2) The EMPLOYER and the UNION may choose to withdraw an issue/proposal at any time or the parties may mutually agree to temporarily set aside an issue/proposal. Nothing shall preclude the originating party from presenting an issue/proposals previously set aside at a later time.

i. Issues/proposals that are considered to be negotiable subjects but upon which agreement cannot be reached will be considered to be at impasse.

(1) Federal Mediation and Conciliation Service/General Service Impasses Panel (FMCS/FSIP) procedures will apply to the resolution of all impasses.

(2) Items declared non-negotiable by the EMPLOYER set forth in writing the EMPLOYERS supporting rationale.

(3) The UNION may then accept the EMPLOYERS declaration of non-negotiability or file a negotiability appeal with the Federal Labor Relations Authority (FLRA).

(a) Procedures for filing an appeal will be governed by the rules and regulations of the FLRA.

(b) The parties agree to be bound by the results of the FSIP and the FLRA to the extent these results are not contrary to any law, rule or regulations of appropriate authority.

j. It is agreed that no transcript or electronic recording will be made of the proceedings or negotiations, however, each party may take its own notes or minutes.

9. SECTION 9. MISCELLANEOUS

a. Only those persons designated in accordance with this Memorandum of Understanding shall attend official contract negotiations. Negotiation sessions will be closed to the general public.

b. **Travel expenses will not be reimbursable, however, if per-diem, consistent with Department of Defense (DOD) Joint Travel Regulations, is payable to EMPLOYER representatives residing outside of the commuting area, it will also be payable to UNION representatives residing outside of commuting areas.**

c. The UNION will be provided access and/or use of a copy machine, telephone, a computer with printer on the EMPLOYER'S premises. The aforementioned will only be used during preparation of initial contract proposal, review of all management proposals, caucuses, negotiation of provisions disapproved by the DCPMS, and agency review of the contract. No more than ten (10) photocopies may be made of each page.

10. SECTION 10. SERVICES FURNISHED BY THE EMPLOYER

a. The UNION negotiating team will be granted a reasonable amount of official time (only if in a duty status) to prepare for negotiations. The UNION will also be granted a reasonable amount of official time for reviewing new proposals or counterproposals, which arise during the negotiating process if requested.

b. There will be no change to the work schedules during this preparation time, however work schedules may be adjusted during negotiations to facilitate the process.

c. While on official time, the UNION will use management's facilities provided by the agency for preparation of proposals.

11. SECTION 11. CONTRACT EXECUTION

a. Upon conclusion of contract negotiations, once tentative agreement is reached, the EMPLOYER will type all articles in final format within ten (10) workdays.

b. Both parties will then provide fifteen (15) calendar days **to conduct an** overall review.

c. Formal signing of the new agreement shall occur after National ACT Review and Chapter Ratification. Any item not ratified by Chapter membership or approved by National ACT will require the parties to re-negotiate those items.

d. Re-negotiation of any such articles will be initiated within the guidelines of the Memorandum of Understanding.

e. Within five (5) workdays after all reviews have been accomplished by the appropriate parties and all language is final, **T**he Adjutant General the CHIEF NEGOTIATORS and the individual negotiators shall affix their signatures to the agreement. When extenuating circumstances require, the CHIEF NEGOTIATORS may mutually agree to an extension of the time for signing.

f. Immediately upon execution of the agreement, the contract will be forwarded to the Defense Civilian Personnel Management Service (DCPMS) for agency approval in accordance with the procedures set forth in 5 U.S.C. 7114(c).

(1) If the DCPMS disapproves any provisions of the agreement, those provisions not disapproved will become effective immediately.

(2) The parties will initiate negotiations of disapproved provisions within ten (10) workdays following receipt of the DCPMS disapproval and negotiations will be completed in accordance with this Memorandum of Understanding.

12. SECTION 12. EFFECTIVE DATE

a. The effective date of the new contract shall be the 31st day from the execution of the signing by the Labor Organization and **T**he Adjutant General, or the date of DCPMS approval, whichever occurs first.

b. This Memorandum of Understanding will be effective on the date of execution by both parties.

(1) Initial issues must be exchanged between the parties no later than close of business on 11 October 2005.

(2) It is agreed that the initial negotiation session will commence not earlier 24 October 2005.

(3) All dates may be adjusted with good reason and by mutual consent of both parties.

(4) This Memorandum of Understanding will remain in effect for the duration of the contract and will become an appendix to the contract.

(5) Any midterm bargaining or impact and implementation bargaining will be done in accordance with this document.

FOR THE EMPLOYER:	FOR THE UNION:
KENNETH A. KOON Chief Negotiator	DANIEL LEWIS Chief Negotiator
13 May 2009	13 May 2009

Tips on Communicating and Managing Conflict

CONFLICT RESOLUTION AND COMMUNICATION BASIC TRAINING

ATTACK THE PROBLEM NOT THE PERSON:

- Define the problem
- Explore each person's perception of the problem
- Try to understand and respect each point of view without judging
- Remember we all come from different backgrounds and different socializations and we must understand and value our diversity – it is our diversity that makes us strong

USE GOOD COMMUNICATION SKILLS INCLUDING:

- ***LISTENING*** – Use "Active Listening" letting the communicator know you are genuinely interested. Do not interrupt. Let them express why their feelings are important to them.
- ***SUMMARIZING*** – Paraphrase to let the communicator know what you think they said
- ***CLARIFYING*** – Ask questions when you are unsure of the communicator's message
- ***BODY LANGUAGE*** – You should be calm, relaxed and attentive. Make eye contact and nod occasionally to signify you are understanding the message.
- ***BE RESPECTFUL*** – Treat everyone with respect. There is not one person who wants to feel judged or personally attacked.

CONCENTRATE ON INTERESTS, NOT POSITIONS:

- The position is the outcome you are interested in understanding
- The interest is why you want that outcome
- Interests that are involved in conflicts are usually related to our basic needs. When we focus on interests instead of positions we can start to find solutions.

THE IDEAL SOLUTION IS A WIN-WIN AMONG THE FIVE PRIMARY WAYS TO SETTLE CONFLICT:

- ***COMPETITION*** as on a playing field is an option that always results in WIN-LOSE
- ***ACCOMMODATION*** where you yield to the other person results in LOSE-WIN
- ***AVOIDANCE*** is one of the most common ways to react and results in LOSE-LOSE
- ***COMPROMISE*** where you obtain some of what you want is like a WIN-LOSE/LOSE-WIN
- ***COLLABORATION*** is the best, most satisfying, and hardest goal to achieve – a WIN-WIN

COLLABORATE TO SOLVE THE PROBLEM FAIRLY STRIVING FOR THE WIN-WIN SOLUTION:

- You should identify areas of agreement, define and explore alternatives, and select solutions
- Both sides must be willing to resolve the issue, get to the root of the problem, and empathize
- Hidden agendas, dishonesty, or lack of trust will derail your efforts to resolve the conflict
- A fair solution respects the interests and positions of both sides

More Tips on – CONFLICT RESOLUTION and COMMUNICATION

"The following tips were paraphrased from various university and public sources freely available for publication"

WORKING IT OUT TOGETHER...

The first step towards harmony in our work and personal life is to learn how to solve our everyday problems.

CONFLICTS HAPPEN – Conflicts are a normal part of life. How we deal with these conflicts can make a big difference. Often when people resolve conflicts, one person is a winner, and one loses out. This may solve the problem for the moment, but resentment and bad feelings can cause more problems later.

EVERYBODY CAN WIN – Another way to look at conflicts is to try to find a WIN-WIN solution, in which both sides can benefit. In this way, conflicts are turned into opportunities to grow and make things better than before. This approach is the cornerstone of "conflict resolution" – one of the most important tools for bringing harmony into our personal lives, our work sections and our organization.

PROBLEM SOLVING TERMS AND TOOLS...

COMMUNICATION – Conflicts are often caused by problems in communication. One person may have misunderstood what the other person has said. Or the other person may not have said what they meant to say. Sometimes when we're angry we don't hear what the other person is saying. Sometimes when there is a conflict, people do not tell each other which causes even more conflict. Good communication skills are an important part of resolving conflicts.

LISTENING – It's important to listen carefully. Your "body talk" sends a message you are listening. Keeping eye contact, leaning closer, nodding your head when you understand a particular point, and ignoring distractions that are going on around you are some of the ways to send the right body messages.

SUMMARIZE – When a person is finished expressing a thought, summarize the facts and emotions behind what they have said so they know you have understood what they've said and how they are feeling.

CLARIFY – Ask questions to clarify or make clearer different parts of the problem to make sure you fully understand the other person's perspective.

GOOD SPEAKING SKILLS – When you speak, try to send a clear message with a specific purpose and with respect to the listener. Speak about how you are affected by the problem.

COMMUNICATION SIDETRACKERS – Don't interrupt, criticize, laugh at the other person, offer advice or bring up your own experiences, or change the subject.

WIN-WIN OPTIONS – An idea or suggestion in which both sides can benefit is called a Win-Win option. The idea should help both sides.

BRAINSTORMING – The first step in problem solving is to come up with as many ideas as possible. This is called brainstorming. During this process, any idea that comes to mind should be expressed and written down. Don't judge whether the ideas are good or bad, or even discuss the ideas. Just try to brainstorm with as many solutions as possible.

FIND A FAIR SOLUTION – Then go through the ideas using fair criteria to see which idea might be best. Using fair criteria means to judge each idea with both people's interests in mind. Try to use reason and not emotion to judge an idea, respecting each person's difference in perception.

MORE WAYS TO PRACTICE CONFLICT RESOLUTION...

NEGOTIATION – Negotiation is a communication process in which people try to work out their conflicts in a peaceful way using conflict resolution techniques.

MEDIATION – Sometimes people who want to work out a conflict just can't seem to agree on any way to work it out. They may want another person to help them solve their problem. A mediator is a person who helps two sides to work out their problems peacefully. The mediator helps those in conflict to focus on the problem and not blame the other person, to understand and respect each other's views, communicate their feelings and what each is really saying, and cooperate together in solving the problem. Mediators are peacemakers.

GROUP PROBLEM SOLVING – Problems can also be worked out together in a group. Often group problem solvers sit in a circle, so that all members are equals. The same conflict resolution principles are used: they focus on the problem not on assigning blame to any person; they take turns sharing their point of view, and listening (without interrupting) to all of the other points of view; all members must show respect and not criticize other members or their ideas.

10 STEP COMMUNICATION PROCESS...

Try these suggestions to get your message across:

TALK DIRECTLY: If there is no threat of physical violence, talk directly to the person with whom you have the problem.

CHOOSE A GOOD TIME AND PLACE: Discuss the conflict in a quiet place when you and the other person are not busy or rushed.

PLAN AHEAD: Think about what you want to say ahead of time. Be able to state clearly what the problem is and how it affects you.

GIVE INFORMATION: For example, say something like: "When your car blocks my driveway, I get angry because I can't get to work on time." Try not to say things like: "You are blocking my driveway on purpose just to make me mad!"

DON'T BLAME OR NAMECALL: Blaming and name-calling will only antagonize the other person and make it harder for him or her to understand your concerns.

LISTEN: During the discussion, relax. Give the other person a chance to tell his or her side of the story completely, and try to learn how he or she feels about the situation.

SHOW YOU ARE LISTENING: Although you may not agree with what is being said, advise the other person you hear what he or she is saying, and are glad you are discussing the problem together.

TALK IT ALL THROUGH: Once you start, get all of the issues and feelings out into the open. Don't leave out the part that seems too "difficult" to discuss or too "insignificant" to be important. Your solution will work best if all the issues are discussed thoroughly.

WORK ON A SOLUTION: When you have reached this point in the discussion, ***BE SPECIFIC***.

FOLLOW THROUGH: Agree to check with each other at specific times to make sure the agreement is still working. Then really do it.

HINTS AND TIPS FOR DE-ESCALATING A CONFLICT...

- Take a deep breath to stay relaxed.
- Look the other person in the eye with both of you sitting or standing.
- Speak softly and slowly.
- Keep your legs and arms uncrossed.
- Do not clench your fists or purse your lips.
- Keep reminding yourself – "We can find a win-win resolution to this," and remind the other person of this too.
- If necessary, ask for a break to collect your thoughts or release pent-up tension.
- Give "I messages." – Paraphrase what the other person has said, asking for clarification as necessary.
- Watch your language – Words that escalate a conflict are: never, always, unless, can't, won't, don't, should, and shouldn't. Words that de-escalate a conflict are: maybe, perhaps, sometimes, what if, it seems like, I feel, I think, and I wonder.
- Really listen to what the other person is saying with the goal of truly understanding that person's point of view.
- Affirm and acknowledge the other person's position.
- Ask questions that encourage the other person to look for a solution. Ask open-ended questions rather than ones that evoke a yes or no response.
- Keep looking for alternative ideas to resolve your dispute so that both of you have your needs met.

What Causes a Grievance?

Can Anyone Cause a Grievance Situation? – YES!

GENERAL CAUSES:

- Labor/Management Relations (reactions between diverse people)
- Self Interest (how will this change affect me)
- Authority Complex (let authority go to the head or conversely reject all authority)
- Communication Barriers (written, spoken and body language)
- Self-Justification (resent having decisions questioned and do everything to justify)
- Gut Reactions (reactions without logic may not address built in biases)
- Union Attitudes (push agendas or have "get management" attitude)

SPECIFIC CAUSES:

How Can an Employee, Supervisor, or Shop Steward Cause a Grievance?

Employee:

- Qualifications do match the job
- Personal problems (refer to EAP)
- Unreliable/Antagonistic employees
- Linguistic/Racial/Cultural barriers
- Union Membership (I am immune to discipline)

Supervisor:

- Wrong attitude toward the Union
- Weak supervisory skills
- Unjust discipline
- Favoritism and inconsistency
- Promises made to employees
- Failure to eliminate sources of irritation
- Unclear orders/instructions
- Failure to keep workforce informed
- Failure to dispel rumors
- Failure to listen and consider employee's viewpoints
- Incomplete knowledge of the labor contract

Shop Steward:

- Incomplete knowledge of the labor contract
- Making unwarranted promises
- Failure to act on complaints
- Showing favoritism
- Failure to set a good example
- Playing union politics (stir it up and solve it)
- Allowing rumors to circulate

An awareness of the root causes of complaints and grievances will assist you as a supervisor, to resolve them at the lowest level or perhaps reduce or eliminate grievances by addressing the root issues. Contact the HRO/LRS for further guidance in dealing with grievance situations.

BASIC EMPLOYEE RIGHTS UNDER 5 USC CHAPTER 71:

An employee has the right to:

- FORM, JOIN, or ASSIST a labor organization;
- ACT AS A REPRESENTATIVE of a labor organization;
- BARGAIN COLLECTIVELY through a labor organization.

THE BARGAINING UNIT:

Certain employees are excluded from bargaining units by 5 USC 7112.
These are the exclusions:

- Supervisors/Management officials;
- Employees engaged in personnel work (other than clerical);
- Employees working in a confidential capacity for officials who formulate general labor relations policy;
- Employees engaged in intelligence or security work affecting national security;
- Employees investigating or auditing work or conduct of other agency employees;
- Professional employees unless a majority of the professionals vote for inclusion.

DEFINITION OF A SUPERVISOR:

A supervisor under 5 USC 7103 is a person authorized with respect to employees to do at least one of the following:

✓ hire	✓ promote	✓ transfer
✓ assign	✓ direct employees	✓ furlough
✓ recall	✓ discipline	✓ suspend
✓ lay off	✓ reward	✓ remove
✓ adjust grievances		

or effectively recommend any such actions, if the exercise of such authority requires independent judgment. The number of employees supervised is not a relevant factor in this context.

UNION RIGHTS I/A/W EXCLUSIVE RECOGNITION:

5 USC 71114 states that a labor organization that has been accorded exclusive recognition:

- **may negotiate agreements for all employees in the collective bargaining unit;**
- is responsible for representing the interests of all bargaining unit employees whether they are union members or not;
- must be given the opportunity to be represented at all formal discussions between management and employees concerning grievances, personnel policies and practices, or other general conditions of employment;
- must be given the opportunity to be present at any investigative examination of a unit employee, if:

(WEINGARTEN RIGHTS)

- ➔ **the employee reasonably believes the examination may result in disciplinary action; and**
- ➔ the employee requests representation.

FORMAL DISCUSSIONS UNDER 5 USC CHAPTER 71:

Generally, a meeting between management and an employee would be classified as formal discussion when:

- **more than one employee is impacted by the decisions reached or more than one management official is present at the meeting; or**
- the meeting may result in a decision on an employees grievance.
- A meeting would usually not be classified as a formal discussion when:
  - ➔ the meeting is for a "personal counseling" session and does not involve matters affecting general working conditions; or
  - ➔ the discussion is not at a level which could result in settlement of a grievance and there is no potential impact on other bargaining unit employees.
- when a meeting is a formal discussion, the union must be afforded an opportunity to be represented.

MANAGEMENT RIGHTS;

Under the law, certain "management rights" exist which may not be abridged regardless of the contract. 5 USC 7106 reserves the right to:

- determine the mission, budget, organization, number of employees, and internal security practices of the agency;
- hire, direct, layoff, and retain employees;
- suspend, remove, reduce in grade or pay, or discipline employees;
- assign work, determine need to contract out, and determine the personnel by which operations will be conducted;
- select and appoint employees from appropriate sources; and
- take necessary emergency action.

Any decision to act in these areas is a sole prerogative of management.
However, both procedures for exercising that authority and arrangements regarding affected employees are subject to negotiations.

MANAGEMENT UNFAIR LABOR PRACTICES (ULPs):

5 USC 7116(a) states it is an unfair labor practice for management to:

- **interfere with, restrain, or coerce an employee in the exercise of the rights assured by 5 USC Chapter 71;**
- encourage or discourage membership in a labor organization by discrimination with respect to conditions of employment;
- sponsor, control, or otherwise assist a labor organization;
- discipline or otherwise discriminate against an employee because he has filed a complaint or given testimony under 5 USC Ch. 71;
- fail to cooperate in impasse procedures;
- enforce rules or regulations in conflict with a prior collective bargaining agreement.

UNION UNFAIR LABOR PRACTICES:

Under 5 USC 7116(b) it is an unfair labor practice for a union to:

- interfere with, restrain or coerce an employee in the exercise of his rights assured by 5 USC Chapter 71;
- attempt to induce management to discriminate against an employee in the exercise of his or her rights under 5 USC Ch. 71;
- coerce or take an economic sanction against a union member as punishment or for the purpose of hindering work performance or productivity of a Federal employee.;

- discriminate against an employee with regard to the terms or
- conditions of membership because of race, color, creed, sex, age, national origin. civil service status, political affiliation, marital status, or handicapping condition;
- refuse to consult, or negotiate with an agency as required by the 5 USC Chapter 71;
- fail to cooperate in impasse procedures;
- call or engage in a strike, work stoppage, or slowdown, or picketing which interferes with an agency's operations.

USE OF OFFICIAL TIME:

Generally, employees representing the bargaining unit are authorized official time to negotiate contracts/MOU's, etc; discuss grievances; training; participate in discussions with management, etc. However, 5 USC 7131 provides the INTERNAL business of a labor organization shall be conducted during the non-duty hours of the employees concerned (i.e.: solicitation of membership. collection of dues, elections, newsletter production. etc.).

For guidance on Employee Rights under* 5 USC CHAPTER 71*Contact the (State) HRO/LRS.

Conduct Management

National Guard
Technician Personnel Management Course

SECTION A:

DISCIPLINE & ADVERSE ACTIONS
TPR - 752

SECTION B:

Voluntary & Non-Disciplinary Actions
TPR - 715

2

SECTION A:

DISCIPLINE & ADVERSE ACTIONS

Affects: Everyone in the organization

- the Technician
- co-workers
- supervisor(s)
- the general organization
- the Technician's family

Can even affect morale and motivation

3

DISCIPLINE & ADVERSE ACTIONS

Discipline - Typically taken when a conduct-related incident occurs that warrants action by the supervisor; but less serious than adverse action situations.

Adverse Action - Typically taken by the supervisor for more serious conduct-related incidents; resulting in more severe action(s), such as suspensions without pay, downgrade or removal.

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DISCIPLINE & ADVERSE ACTIONS

RESPONSIBILITIES

The Technician - whose behavior/ conduct must be appropriate for the workplace.

The Supervisor - who must ensure that the technician's conduct does not interfere with an orderly and productive work environment.

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DISCIPLINE & ADVERSE ACTIONS

SUPERVISOR'S ROLE

- Ensure workers know expected behavior
- Ensure they know consequences of unacceptable behavior
- Respond to ALL cases; bring to technician's attention immediately
- Remove names/personalities to minimize bias; focus on problem – not person
- Initiates all disciplinary & adverse actions
- **NOTE: Always document – FORM 904**
- **LRS/HR Can and should assist you with all discipline and adverse actions.**

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MORE… DISCIPLINE & ADVERSE ACTIONS

RESPONSIBILITIES

- Involve HRO/LRS
- Fact-gather; ensure technician has representation, if requested (Weingarten Rights)
- Ensure action are IAW NGB regulations and local union agreement(s): If you are ever unsure or need clarification contact LRS/HRO
- Consider individual's circumstances
- Document carefully and completely!!!!!!

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MORE… DISCIPLINE & ADVERSE ACTIONS

TYPES OF ACTIONS TO TAKE

Counseling - Private exchange; discuss observations and improvement needed

Warning - Private, business-like exchange; advise of observations and possible disciplinary action if no improvement

NOTE: Neither of the above is considered a disciplinary action

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MORE… DISCIPLINE & ADVERSE ACTIONS

TYPES OF ACTIONS TO TAKE

Oral Admonishment - One-way talk by supervisor; whatever criticism is necessary to correct the conduct/ behavior

Letter of Reprimand - Formal, written description of conduct; placed in OPF; actions may be grievable and/or further offenses could result in Adverse Action

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TYPES OF ADVERSE ACTION

- Suspensions
- Reduction in grade
- Removal

MORE ABOUT ADVERSE ACTION

- Get HRO/LRS involved; read related laws, regulations, and case precedents
- Have a verifiable reason (cause); be able to support charge(s)
- Show how proposed action will…
- *"Promote the efficiency of the service."*
- Determine, with HRO, type action to take; prepare Notice of Proposed Adverse Action

5-STEP ADVERSE ACTION PROCESS

STEP 1.
Notice of Proposed Adverse Action

STEP 2.
Technician's Right to Reply

STEP 3.
Original Decision Letter

STEP 4.
Administrative Appeal

STEP 5.
Final Decision

ADVERSE ACTIONS PROCESS

Step 1. Supervisor, with HRO clearance, prepares Notice of Proposed Adverse Action with the LRS, to include:

- Action proposed
- Reason(s) for proposed action
- Rationale for penalty selection
- Right to review material
- NOTE: TPR-752 Appendix D - Table of Penalties is a guide to assist supervisors.

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ADVERSE ACTIONS PROCESS

Step 1. Supervisor, with HRO clearance, prepares Notice of Proposed Adverse Action with LRS, to include: *(continued)*

- Right to reply
- Right to excused absence to prepare reply
- HRO availability for assistance
- Reference to next step (Step 2)

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ADVERSE ACTIONS PROCESS

Step 2. Technician has right to reply (no restrictions prescribed)

- Must give due consideration

Step 3. Deciding Official provides Decision Letter, which includes:

- Action decided upon
- Date action will be effected
- Reference to technician's reply

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ADVERSE ACTIONS PROCESS

Step 3. Deciding Official provides Decision Letter, which includes: *(continued)*

- Reason(s) for decision
- HRO/LRS availability for assistance
- Technician's appeal rights

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ADVERSE ACTIONS PROCESS

Step 4. Processing of the Administrative Appeal, which allows the appellant a choice of:

- Appellate review; or
-Administrative Hearing
-NOTE: Employee can only elect one option not both.

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ADVERSE ACTIONS PROCESS

Step 5. The Final Decision, where the Adjutant General must address:

- Are the charges accurate/real?
- Will discipline promote the efficiency of the service?
- Is the selected penalty appropriate to the offense?

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ADMINISTRATIVE HEARING PROCESS

1. The HRO makes all hearing arrangements.
2. A Pre-hearing may be held on the day before to clarify the process and resolve any problems.
3. The hearing is held to develop all the facts.
4. The examiner's report is sent to the Adjutant General through the HRO, with copies to NGB and the appellant.

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MORE… DISCIPLINE & ADVERSE ACTIONS

OTHER ISSUES TO CONSIDER

- The union may want to represent the appellant. This is an appropriate role.
- You must prove a clear relationship between the offense and the penalty selected.
- The Adjutant General may award attorney fees only if the technician is the prevailing party

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MORE… DISCIPLINE & ADVERSE ACTIONS

OTHER ISSUES TO CONSIDER

(CONTINUED)

- Disciplinary actions must be annotated on the technician's Supervisor Brief or NGB Form 904-1. Counseling, Warnings, and Oral Admonishments should only be penciled in.
- Was there a need to contact the EAP manager about the conduct?
- Did you consider informal mediation?

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MORE… DISCIPLINE & ADVERSE ACTIONS

OTHER ISSUES TO CONSIDER

(CONTINUED)

Under no circumstances initiate an Adverse Action without the assistance of the HRO/LRS.

DOCUMENT!

DOCUMENT!

DOCUMENT!

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SECTION B:

NON-DISCIPLINARY ACTIONS & VOLUNTARY ACTIONS

- Non-Disciplinary Actions – Management initiated; not for cause
- Voluntary Actions – Technician initiated

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NON-DISCIPLINARY ACTIONS

- Loss of military membership/loss of technician status
- Removal of technician from position due to failure to meet position requirement(s)
- Management reassignment
- Enforced leave
- Furlough of 30 days or less
- Transfer of function
- Decrease in the Hours of Duty (PT Technician)

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NON-DISCIPLINARY ACTIONS

These type of actions are those that are:

- Driven by failure to meet National Guard conditions of employment

OR

- Necessitated by program changes requiring involuntary staffing changes or reductions in hours

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NON-DISCIPLINARY ACTIONS

LOSS OF MILITARY MEMBERSHIP

(Established by National Guard Technician Act 1968 and reemphasized by P.L. 104-106, signed in Feb 96)

- A technician who fails to maintain military membership MUST BE promptly separated from technician service
- Separation must occur as close to military separation as possible – following a 30 day notice period

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NON-DISCIPLINARY ACTIONS

REMOVAL FROM POSITION FOR FAILURE TO MEET POSITION REQUIREMENTS

- Compatible military assignment
- Appropriate military appointment
- Flying Status
- Security Clearance
- Job-required licenses/certifications

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NON-DISCIPLINARY ACTIONS

MANAGEMENT-DIRECTED REASSIGNMENT

Technicians must be provided reasonable advance notice of the move, and must meet qualifications for the new position.

- Movement from one position to another with same grade and pay
  - Management may direct, without technician concurrence
  - Technician has no right to administrative hearing
- Movement from one position to a lower grade position
  - Management must get technician concurrence
  - Pay retention may be authorized

[NOTE: If the technician does not concur with the change to lower grade, management cannot reassign the technician under TPR 715. Management may only process the action either for -- misconduct IAW TPR 752, or poor performance IAW TPR 430.]

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NON-DISCIPLINARY ACTIONS

ENFORCED LEAVE

Management must have the technician leave the work site if/when…

The technician is not ready, willing, AND able to perform assigned duties;

OR

The technician's continued presence is highly undesirable or presents a threat

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NON-DISCIPLINARY ACTIONS

ENFORCED LEAVE *(CONTINUED)*

In emergency situations, the supervisor must…

Remove the technician from the work site and place him/her in appropriate leave status

When emergency is resolved…

Discontinue enforced leave and offer technician choice of approved type leave or LWOP

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NON-DISCIPLINARY ACTIONS

ENFORCED LEAVE *(CONTINUED)*

- If acceptable resolution – business as usual
- If not – discipline or adverse action should be pursued

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NON-DISCIPLINARY ACTIONS

Furlough of 30 Days or Less

- Need legitimate reasons
  - -lack of funds
  - - lack of work
  - - natural disaster
- Must honor negotiated agreements
- May request TAG review

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NON-DISCIPLINARY ACTIONS

Transfer of Function

- TPR 351 established procedures
- HRO must explain why transfer is occurring, five time for technician to accept/reject, provide benefit info and explain that rejection constitutes 30 day notice of termination
- Also review CBA

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NON-DISCIPLINARY ACTIONS

Decrease in the Hours of Duty (PT Technician)

- Covered in TPR 300
- In writing
- Cleared by HRO
- May request TAG review

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VOLUNTARY ACTIONS

- Resignation
- Voluntary Change to Lower Grade
- Optional Retirement
- Abandonment of Position

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VOLUNTARY ACTIONS

RESIGNATIONS

- Technician makes decisions relative to notice, effective date and time
- Not required to be written
- Supervisor completes SF 52: technician signs back or resignation is attached
- Technician can withdraw resignation prior to effective date/time
- Management must honor withdrawal, unless position is to be abolished or is obligated

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VOLUNTARY ACTIONS

VOLUNTARY CHANGE TO LOWER GRADE

- A voluntary, written request to be placed in a position at a lower grade without right to retained grade or pay
- Cannot be in response to competitive advertisement
- Must meet qualifications for other position
- Withdrawal requirements and conditions are the same as for resignations

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VOLUNTARY ACTIONS

OPTIONAL RETIREMENT

- Encompasses same conditions and requirements as for resignations
- One exception is that the request for optional retirement and/or its withdrawal must be in writing
- Note: Management cannot demand a tech retire, however can advise of the option

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VOLUNTARY ACTIONS

ABANDONMENT OF POSITION

- Involves failure of a technician to report for work for a reasonable period of time, with the supervisor unable to ascertain the technician's intention of returning.
- Reasonable period of time has been defined by TPR 715 as "usually 10 calendar days" but that is not firm

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PERFORMANCE MANAGEMENT VERSUS CONDUCT MANAGEMENT

Performance Management

- Involves “can’t”
- Often resolved by training

Conduct Management

- Involves “won’t”
- Most often requires discipline or taking adverse actions

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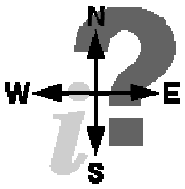
Questions



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Department of Defense

Employees' Guide to the Standards of Conduct

Office of General Counsel
Standards of Conduct Office
1600 Defense Pentagon (3B652)
Washington, D.C. 20301-1600
(703) 695-3422

January 2009

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Whom to Call for Advice

The **DoD General Counsel** is the Designated Agency Ethics Official (DAEO) for DoD employees, both civilian and military, who serve in the Office of the Secretary of Defense, DoD Field Activities, and the Joint Staff.

Please direct your ethics and standards of conduct questions to:

Standards of Conduct Office	**Telephone**
Office of General Counsel	**(703) 695-3422**
1600 Defense Pentagon (3B652)	
Washington, D.C. 20301-1600	
Fax (703) 695-4970	
E-mail SOCO@dodgc.osd.mil	
Web Site: www.defenselink.mil/dodgc/defense_ethics	

IMPORTANT ADVICE

If you're not positive that what you're about to do is appropriate, ask your ethics official. In the Office of the Secretary of Defense (OSD), contact the Standards of Conduct Office (SOCO) by one of the means listed above. One mission of that Office is to advise OSD personnel and assist them to accomplish their goals without violating the standards of conduct.

In fact, disciplinary action for violating the standards of conduct will **not** be taken against you if you act in good faith reliance upon the advice of your ethics official, if you have made full disclosure of the relevant circumstances.

This Handbook provides a general summary of the rules. It does not include every exception, every requirement, or all the factors that must be considered in making certain decisions. If you are unsure of your actions, call your ethics official before you act.

General Principles of Public Service

Do's	Don'ts
Place loyalty to the Constitution, the laws, and ethical principles above private gain	Don't use nonpublic information to benefit yourself or anyone else
Act impartially to all groups, persons, and organizations	Don't solicit or accept gifts from persons or parties that do business with or seek official action from DoD (unless permitted by an exception)
Give an honest effort in the performance of your duties	Don't make unauthorized commitments or promises that bind the Government
Protect and conserve Federal property	Don't use Federal property for unauthorized purposes
Disclose waste, fraud, abuse, and corruption to appropriate authorities	Don't take jobs or hold financial interests that conflict with your Government responsibilities
Fulfill in good faith your obligations as a citizen, and pay your Federal, State, and local taxes	Don't take actions that give the appearance that they are illegal or unethical
Comply with all laws providing equal opportunity to all persons, regardless of their race, color, religion, sex, national origin, age, or handicap	

Remember: Violating ethics principles may result in disciplinary or corrective action, including criminal prosecution. Protect yourself from disciplinary action by seeking the advice of your agency ethics official.

GIFTS

Gifts From Outside Sources

Rule: You may not accept a gift given:

- Because of your **official position**, or
- By a **prohibited source**

Regardless of any exceptions that allow accepting gifts, it is **always impermissible** to:

- Accept a gift in return for being influenced in the performance of an official act. This is a bribe!
- Solicit or coerce the offering of a gift
- Accept gifts from the same or different sources so frequently that a reasonable person would think you're using your office for private gain
- Accept a gift in violation of a statute

Patty, a DoD employee, meets informally every week with representatives of defense contractors, who customarily treat her to a small breakfast. Although an exception might permit acceptance of these small breakfasts, Patty's recurring practice of accepting them is improper.

What's a Prohibited Source?

A prohibited source is any person who is, or any organization a majority of whose members are:

- Seeking official action by DoD
- Doing or seeking to do business with DoD
- Regulated by DoD, or
- Substantially affected by the performance of <u>your</u> official duties

Joe, a Computer.Com representative, is seeking to do business with DoD. He invites members of the acquisition dept. to a golf tournament, which his company will pay for. DoD acquisitions personnel cannot accept the gift of free golf greens fees unless an exception to the gift rule applies, because Computer.Com, by seeking to do business with DoD, is a prohibited source.

What's a Gift?

Anything of monetary value.

What's Not a Gift?

Here are examples of items that are not defined as "gifts":

- Modest items of food and refreshments (like coffee and donuts) when not served as a meal
- Prizes in contests open to the public
- Greeting cards and items with little intrinsic value, such as plaques, certificates, and trophies, intended only for presentation
- Commercial discounts available to the public or to all Government civilian or military personnel
- Anything the Government acquires by contract or otherwise legally accepts
- Anything for which you pay market value

You may accept cups of coffee offered by a contractor at no charge.

If you enter your business card in a drawing sponsored by a DoD contractor that is open to the public, you may keep the prize.

Gifts That You May Keep

Remember, you don't have to accept a gift. It may be smart, depending on the circumstances, to decline a gift, even when it is allowed by the exceptions below.

- Gifts valued at $20 or less, **but**
  - not cash or investment interests
  - not more than $50 in total from one source in a year
- Gifts motivated by personal relationships
- Certain discounts and similar benefits offered
  - by professional organizations
  - to groups unrelated to Government employment (such as AARP)
  - to groups in which membership is related to Government employment, if the same benefits are available to other, similar organizations. (e.g.: discounted loans to Gov't. credit union members.)
  - by a *non*-prohibited source to any group as long as not discriminatory on basis of rank, type of responsibility, or pay.
- Gifts resulting from your or your spouse's outside business activities

On each of his quarterly visits, a sales representative of Overpriced Computers Inc. gave Bonnie, a DoD employee, a company T-shirt, valued at $10 each. During that period, Bonnie's brother Steve, who also works for Overpriced Computers Inc., purchased for her a birthday present valued at $60. Bonnie may keep all of the gifts given to her. The T-shirts don't exceed the $50 annual limit from one source, and the gift from her brother Steve is the result of a personal, not business, relationship.

Tom was offered two tickets valued at $30 a piece to a baseball game from an employee of a defense contractor. Since the price of each ticket exceeds the $20 limit, Tom may only accept the tickets if he pays the contractor $60, the full market value of the tickets. (Paying only $40 is not permissible.)

- Free attendance provided by a state, local government, or tax exempt civic organization when there is a community relations interest

- Gifts accepted under specific statutory authority, such as certain gifts from a foreign government

- Certain educational scholarships and grants (consult a DoD ethics official)

- Free attendance, food, and entertainment (not travel) *when provided by a sponsor:*

  - of an event on the day that you are speaking or presenting information, **or**

  - of a widely attended gathering, provided that your supervisor determines that your attendance is in the agency's interest. (If the sponsor has interests that may be affected by you, an additional conflict of interest determination is required.)

- Free attendance, food, and entertainment (not travel) *provided by a person other than the sponsor* of a widely attended gathering, if:

  - the market value of the gift of free attendance is $335 or less and more than 100 persons are expected to attend, **and**

  - your supervisor determines that your attendance is in the agency's interest. (If the person has interests that may be affected by the employee, an additional conflict of interest determination is required.)

- Meals, lodging, transportation, and other benefits in connection with employment discussions

- Awards for meritorious public service or achievement, and honorary degrees – see your ethics counselor

- Travel benefits and free attendance from political organizations in connection with certain political activities

- Food and entertainment (not travel and lodging), at social events, if: (1) the invitation is not from a prohibited source, **and** (2) the event is free to all attendees.

On account of his DoD position, an arms trade association invites Jared, a DoD officer, to an industry-wide, one-day seminar sponsored by the association, a $200 value. He is also invited to dinner, which costs $100, at a restaurant after the seminar with several industry executives. Jared may accept the seminar invitation, provided that his supervisor determines that his attendance furthers DoD's interests. Jared may not accept the free dinner invitation, which is not part of the seminar and is closed to other interested participants.

An annual dinner is held by a veterans' service organization that costs $125 per person. Representatives from veterans' groups, Congress, and the media will attend. Several DoD employees are given free tickets by Big Guns, Inc. At the dinner, a veteran will be honored. Since it is a widely attended gathering, the DoD employee may be able to accept the free tickets if his or her ethics official determines more than 100 persons are expected to attend the event, and there is an agency interest in the DoD employee's attendance.

- Gifts of food and entertainment (not to exceed the per diem rate) at meetings or events attended in an official capacity in foreign areas, when (1) *not* provided by a foreign government **and** (2) non-U.S. citizens participate in the meeting or event

Foreign Gifts

Rule: Federal employees may accept gifts from foreign governments if the gift is below the "minimal value" which, in January 2008, is $335. Check with your ethics counselor about appraising the gift or what the current threshold is.

Disposition of Improper Gifts

Rule: If you are offered a gift that you cannot accept, you should:

- Decline the gift
- Return the gift, **or**
- Pay the donor the gift's market value

Under certain circumstances, perishable items may be:

- **donated to charity**
- **destroyed**
- **shared within the office**

(check with your ethics official)

<u>Subsequent reciprocity is not a solution</u>

Gifts Between Employees

Rule: You may not accept a gift from an employee who earns less than you (unless you have a personal relationship with the employee, and you are not in the chain of command)

Rule: You may not give, make a donation toward, or solicit a gift for someone superior to you in the chain of command.

Bill asks his 4 coworkers each to pitch in $20 to purchase a $100 golf putter for Doreen, their boss, for Christmas. Doreen invites the office to a New Year's party, serving meals valued at $25. Bill brings a $20 bottle of wine.

- **Bill may not solicit, and he and his coworkers may not give, their boss a group gift or individual gifts at Christmas that exceed $10.**
- **The dinner and the wine are both appropriate.**

Exceptions to the Rule

1. On an occasional basis, such as holidays or birthdays, you may give to a superior or receive from a subordinate:
    - Non-monetary gifts of up to $10

- Personal hospitality provided at a residence (or an appropriate host/hostess gift),
- Food or refreshments shared in the office

2. On special, infrequent occasions,
   - of personal significance, such as marriage, illness, or birth or adoption of a child
   - that terminate the chain of command, such as retirement, resignation, or transfer

   you may
   - solicit voluntary contributions up to $10/person for a group gift
   - give an appropriate gift to a superior
   - accept appropriate gifts and group gifts that do not exceed $300 from subordinates (See your ethics counselor for exceptions.)

Doreen decides to retire. Bill, who works for Doreen, gives her a $20 book and again solicits for a going-away gift. He would like to get her a golf-related desk set that costs about $50.

- **Bill may give the $20 book, as it is an appropriate gift**
- **Bill may also solicit for a gift and contribute toward the group gift**
- **Bill has learned his lesson and does not suggest an amount to contribute**

CONFLICTS OF INTEREST

Conflicting Financial Interests

Criminal Rule: You may not do government work on a particular matter that will affect the financial interest of:

- You
- Your spouse
- Your minor children
- Your general partner
- Organizations with which you're negotiating or have arrangements for future employment, **or**
- Any organization for which you serve as an employee, officer, director, trustee, or general partner

If you think you may have a conflicting financial interest, consult your DoD ethics official immediately to determine the appropriate remedy.

Bryan, a DoD procurement officer, is about to award a contract for new computers. His wife, Deanna, owns a computer sales business, which has bid on the contract. Bryan may not participate in the contract award decision, since the decision will affect his wife's financial interests.

Bribery and Graft

Rule: You may not seek or accept anything of value, other than your salary, for being influenced in your official duties.

Commercial Dealings Between DoD Employees

Rule: You may not knowingly solicit or make solicited sales to personnel who are junior in rank, grade, or position (or their families). This includes insurance, stocks, real estate, cosmetics, household supplies, and other such goods and services.

Sue operates a cosmetics sales business out of her home after hours. During the day she is a supervisor at DoD. She may not make solicited sales to her DoD subordinates or the job or after work by calling them at home.

Representation of Others in Matters Affecting Government

Rule: You generally may not represent anyone outside the Government before a Federal agency or court, or share in any compensation for such representations made by anybody else, if the Government is involved in the particular matter.

- There are limited exceptions.
- There are special exceptions for consultants.
- Check with your ethics official.

Supplementation of Federal Salary

Rule: You may not accept compensation from any source except the Government for your services as a Government employee.

This rule does not apply, if:

- you are a "special Government employee" – *i.e.*, a consultant, or
- you serve without compensation, or
- your supplementation is a result of a public service award

IMPARTIALITY IN PERFORMING OFFICIAL DUTIES

Rule: Maintain your impartiality. Don't participate in any particular DoD matter if:

- the matter is likely to affect the financial interest of a member of your household, or a person with whom you have a "covered relationship" is involved in the matter, **and**
- a reasonable person with knowledge of the relevant facts could question your impartiality.

A senior VP from Blatz Corp. recently resigned from Blatz to become a senior official in DoD. Shortly after his arrival, the official's office is tasked to decide whether or not to renew Blatz's contract with DoD. Because the senior official was employed by Blatz within the last year, he may not make the decision

Who may be in a "covered relationship"?

- A member of your household or a relative with whom you're close,
- Someone with whom you have or seek to have a business relationship, other than a routine consumer transaction,
- An organization (other than a political party) in which you actively participate,
- Someone with whom you had, within the last year, a close business relationship, such as partnership or employment, **or**
- Someone with whom your spouse, parent, or dependent child has (or seeks to have) a close business relationship, such as partnership or employment.

MISUSE OF POSITION

Rule: You may not use, or permit the use of, your Government position, title, or any authority associated with your office:

- To induce or coerce another person to provide any benefit to you or anyone with whom you are affiliated

The General Counsel has been asked by his college to serve on the Alumni Association. He may serve in his personal capacity, but may not allow his position as General Counsel to be used on the college letterhead or other promotional literature.

- To imply that DoD or the Government endorses personal activities
- To endorse any product, service, or enterprise, except as provided by statute or regulation

USE OF GOVERNMENT RESOURCES

Rule: Use Federal Government equipment and property, including communications systems, only for official purposes or authorized purposes as approved by your supervisor.

Rule: Use official time in an honest effort to perform official duties, and don't ask subordinates to perform tasks outside their official duties.

FUNDRAISING

Rule: You may raise funds for organizations in your personal capacity, but you may not use your official title, position, or authority to fundraise, nor may you solicit subordinates or prohibited sources.

Oscar, who is the deputy director of a DoD office, is in charge of raising funds for his son's Little League team. Oscar may not ask his subordinates to contribute.

TEACHING, SPEAKING, AND WRITING

Rule: You may accept payment for teaching, speaking, or writing that is unrelated to your official duties and that was not prepared on official time.

- If your employment by DoD is identified, you must make a disclaimer.

Stu, an ethics attorney at DoD, has been offered $1500 to teach a 1-day course on Federal ethics to employees at Big Contractor, Inc. Because the topic relates to his official duties, he may not accept the compensation.

OUTSIDE ACTIVITIES

Rule: If you file a financial disclosure report, you need your supervisor's prior written approval before you engage in business activity or employment with a DoD "prohibited source" (see page 2). Presidential appointees and certain non-career employees have additional restrictions – consult your ethics counselor.

Jill, who tests new computers for the office, wants to work on weekends for the vendor of those computers. Since her outside employment would cause a conflict of interest with her Government duties, she should not accept the job.

Rule: You may not have outside employment or activities that would materially impair your ability to perform your duties.

POLITICAL ACTIVITIES

Most Federal civilian employees may actively participate in political campaigns and other partisan activities. However, they may not engage in such activities on duty, or in any Federal workplace, vehicle, or while in uniform.

While the Hatch Act loosened restrictions on political activity for most Federal civilian employees, Federal laws still limit the political activities of military personnel, law enforcement, national security, and career SES employees. Moreover, by policy within DoD, employees appointed by the President and employees appointed by the Secretary to non-career SES positions may not engage in any activity that could be interpreted as associating DoD with any partisan cause or issue.

If you plan to engage in any partisan political activity, you should consult your ethics counselor.

EMPLOYMENT ISSUES

Janelle, a procurement specialist, is doing work as a Government employee on a contract worth $500,000. She is offered an interview for a job by the contractor. Janelle must disqualify or recuse herself and inform her supervisor and ethics official.

Seeking Employment

Rule: If you are seeking non-Federal employment (e.g., sending resumes to select employers), you may not do Government work on a particular matter that will affect the financial interests of any of your prospective employers. You must give a written disqualification statement to your supervisor.

Post-Government Employment

Rule: Always consult your ethics counselor before separating from the Government. He or she will advise you on the restrictions that will apply to your activities in the private sector in light of your specific duties and level of responsibility as a Government employee.

OFFICIAL TRAVEL BENEFITS

You may keep promotional items such as frequent flyer miles that are awarded for official travel that is funded by the Government. If Government travel is funded by a non-Federal entity, you may keep promotional items that are awarded for that travel if the non-Federal entity does not object.

You may also keep promotional items given to compensate you for being voluntarily bumped from a flight. You may voluntarily surrender your seat ONLY if doing so does not adversely affect the performance of your official duties and does not result in additional cost to the Government.

You may not keep promotional items given to compensate you for being involuntarily bumped from a flight.

SOURCES OF FURTHER INFORMATION

If you have further questions, consult a DoD ethics counselor. In OSD, contact SOCO by one of the means described on page ii.

Additional information is available in:

1. **Standards of Conduct for Employees of the Executive Branch**

   The U.S. Office of Government Ethics has developed a comprehensive set of regulations to assist Federal employees with their ethics questions. This is a primary source of guidance on ethics and standards of conduct. It may be found on the Office of Government Ethics website: www.usoge.gov.

2. **DoD 5500.7-R, the Joint Ethics Regulation ("JER")**

   The JER contains supplemental regulations for DoD employees.

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Ethics

National Guard Technician
Employee Orientation Course

Ethics

- Definitions
- Principles of Ethical Conduct
- Issues
  - Gifts
  - Conflict of Interest
  - Impartiality
  - Abuse of Position
  - Outside Activities
  - Political Activities

2

DEFINITIONS

- ***Ethics:*** a subset of morals that deals with the behavior of a given profession.
- ***Ethical:*** conforming to accepted professional standards of conduct.

3

ETHICAL CONDUCT

Principles - public service is a public trust, requiring:

- Loyalty of employees
- Honest effort in performing duties
- Impartiality

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ETHICAL CONDUCT

Principles (continued)

- Protection of Federal property
- Disclosures of waste, fraud and abuse, etc
- Adherence to EEO laws
- Satisfaction of financial obligations

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ETHICAL CONDUCT

Basic Concepts – employees shall…

- Apply principles to propriety of conduct
- Avoid appearance of violation of the law governing ethics (5 CFR Part 2635)
- Seek advice of agency "Ethics Official" (usually JAG) whenever in doubt.

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ETHICAL ISSUES

~***Gifts from…***

- Outside sources
- Between employees

~***Conflicting financial interests***

~***Impartiality in performing official duties***

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ETHICAL ISSUES TO BE CONSIDERED

- Seeking other employment
- Misuse of position
- Outside activities
- Political/social activities

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GIFTS FROM OUTSIDE SOURCES

Basic prohibitions:
an employee shall not solicit or accept a gift given because of his/her official position or from a prohibited source

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EXCEPTIONS: GIFTS FROM OUTSIDE SOURCES

- Unsolicited items less than $20 per occasion / $50 per CY from any one source
- Certain awards and honorary degrees
- Free attendance provided to an event the employee is participating in
- Travel/entertainment for employment purposes

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GIFTS FROM OUTSIDE SOURCES

Limitations on use of exceptions: an employee may not use exceptions to solicit/coerce the offering of a gift or to accept gifts

Disposition of gifts: various methods – market value payment; return; donation; destruction; or in some cases, sharing

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GIFTS BETWEEN EMPLOYEES

Basic prohibition – an employee may not…

- Give to or solicit a gift from a superior
- Accept a gift from a lower-paid employee, unless donor/recipient are not in a superior/subordinate relationship

Definition of a gift: almost anything of monetary value

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GIFTS BETWEEN EMPLOYEES EXCEPTIONS

- Items (non-cash) less than $10 per occasion
- Office shared food
- Personal hospitality at residence
- Leave sharing under OPM guidelines
- Infrequent occasion of personal significance or upon termination of superior/subordinate relationship

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CONFLICTING FINANCIAL INTERESTS

Employees financial interests are subject to criminal conflict of interest statue (18 U.S.C. 208) or agency supplement thereto.

Disqualifying interests affect finances of:

~self ~general partner
~spouse ~others served
~minor child

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OFFICIAL DUTIES

Impartiality in performance: need specific authorization required if impartiality in question

Matters covered: any involving interests of self, member of household, close personal or any business relationships

Disqualification: applies (as under financial interests)

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SEEKING OTHER EMPLOYMENT

Seeking other employment: any form of non-federal business relationship involving provision of personal services. This includes…

- Mutually conducted employment negotiations
- Sending an unsolicited resume or proposal
- Employment contact by or through others

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MISUSE OF POSITION

Involves:

- Use of public office for private gain
- Revelation of non-public information
- Unauthorized use of government property
- Performance of unofficial duties on official time

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OUTSIDE ACTIVITIES

Restrictions imposed by other laws:

- Acceptance of office/title/compensation from a foreign government
- Engaging in representational activities before the U.S. government
- Prohibition of employees' participation in certain partisan political activities

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OUTSIDE ACTIVITIES

- When serving as an expert witness: must not represent anyone other than the U.S. if the U.S. is a party to or has a direct interest in any court proceedings
- Fundraising: may engage in charitable efforts if in a personal capacity

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OUTSIDE ACTIVITIES

- Teaching, speaking and writing: an employee shall not receive compensation if related to his/her official duties.

  (there are exceptions for teaching courses that may be related to duties)

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NEPOTISM

(5 USC 3110/ 5 CFR210/TPR 310.1)

A public official may not appoint, promote or advocate employment of a relative within his/her agency

Who is a "public" official? This category includes military or civilian personnel who have the authority to appoint, promote or recommend employment

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HATCH ACT – POLITICAL ACTIVITY OF NATIONAL GUARD TECHNICIANS

(5 usc 7324/5 CFR 733)

Federal employees may…

- Be candidates for public office in nonpartisan elections
- Contribute money to political organizations
- Attend political fundraising functions
- Attend/be active at political rallies/meetings
- Make campaign speeches for candidates in partisan elections
- Hold office in political clubs or parties

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HATCH ACT – POLITICAL ACTIVITY OF NATIONAL GUARD TECHNICIANS

(5 USC 7324/5 CFR 733)

Federal employees may not…

- Use official authority or influence to interfere with an election
- Solicit or discourage political activity of anyone with business before their agency
- Solicit or receive political contributions
- Be candidates for public office in partisan elections
- Engage in political activity while on duty

23

Questions

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IMPORTANT ADVICE

If you're not positive that what you're about to do is appropriate, ask your ethics official. In the Office of the Secretary of Defense (OSD), contact the Standards of Conduct Office (SOCO) by one of the means listed above. One mission of that Office is to advise OSD personnel and assist them to accomplish their goals without violating the standards of conduct.

In fact, disciplinary action for violating the standards of conduct will **not** be taken against you if you act in good faith reliance upon the advice of your ethics official, if you have made full disclosure of the relevant circumstances.

This Handbook provides a general summary of the rules. It does not include every exception, every requirement, or all the factors that must be considered in making certain decisions. If you are unsure of your actions, call your ethics official before you act.

GENERAL PRINCIPLES OF PUBLIC SERVICE

Do's	Don'ts
Place loyalty to the Constitution, the laws, and ethical principles above private gain	Don't use nonpublic information to benefit yourself or anyone else
Act impartially to all groups, persons, and organizations	Don't solicit or accept gifts from persons or parties that do business with or seek official action from DoD (unless permitted by an exception)
Give an honest effort in the performance of your duties	Don't make unauthorized commitments or promises that bind the Government
Protect and conserve Federal property	Don't use Federal property for unauthorized purposes
Disclose waste, fraud, abuse, and corruption to appropriate authorities	Don't take jobs or hold financial interests that conflict with your Government responsibilities
Fulfill in good faith your obligations as a citizen, and pay your Federal, State, and local taxes	Don't take actions that give the appearance that they are illegal or unethical
Comply with all laws providing equal opportunity to all persons, regardless of their race, color, religion, sex, national origin, age, or handicap	

Remember: Violating ethics principles may result in disciplinary or corrective action, including criminal prosecution. Protect yourself from disciplinary action by seeking the advice of your agency ethics official.

GIFTS

Gifts From Outside Sources

Rule: You may not accept a gift given:

- Because of your **official position**, or
- By a **prohibited source**

Regardless of any exceptions that allow accepting gifts, it is **always impermissible** to:

- Accept a gift in return for being influenced in the performance of an official act. This is a bribe!
- Solicit or coerce the offering of a gift
- Accept gifts from the same or different sources so frequently that a reasonable person would think you're using your office for private gain
- Accept a gift in violation of a statute

Patty, a DoD employee, meets informally every week with representatives of defense contractors, who customarily treat her to a small breakfast. Although an exception might permit acceptance of these small breakfasts, Patty's recurring practice of accepting them is improper.

What's a Prohibited Source?

A prohibited source is any person who is, or any organization a majority of whose members are:

- Seeking official action by DoD
- Doing or seeking to do business with DoD
- Regulated by DoD, or
- Substantially affected by the performance of <u>your</u> official duties

Joe, a Computer.Com representative, is seeking to do business with DoD. He invites members of the acquisition dept. to a golf tournament, which his company will pay for. DoD acquisitions personnel cannot accept the gift of free golf greens fees unless an exception to the gift rule applies, because Computer.Com, by seeking to do business with DoD, is a prohibited source.

What's a Gift?

Anything of monetary value.

What's Not a Gift?

Here are examples of items that are not defined as "gifts":

- Modest items of food and refreshments (like coffee and donuts) when not served as a meal
- Prizes in contests open to the public
- Greeting cards and items with little intrinsic value, such as plaques, certificates, and trophies, intended only for presentation
- Commercial discounts available to the public or to all Government civilian or military personnel
- Anything the Government acquires by contract or otherwise legally accepts
- Anything for which you pay market value

You may accept cups of coffee offered by a contractor at no charge.

If you enter your business card in a drawing sponsored by a DoD contractor that is open to the public, you may keep the prize.

Gifts That You May Keep

Remember, you don't have to accept a gift. It may be smart, depending on the circumstances, to decline a gift, even when it is allowed by the exceptions below.

- Gifts valued at $20 or less, **but**
  - not cash or investment interests
  - not more than $50 in total from one source in a year
- Gifts motivated by personal relationships
- Certain discounts and similar benefits offered
  - by professional organizations
  - to groups unrelated to Government employment (such as AARP)
  - to groups in which membership is related to Government employment, if the same benefits are available to other, similar organizations. (e.g.: discounted loans to Gov't. credit union members.)
  - by a *non*-prohibited source to any group as long as not discriminatory on basis of rank, type of responsibility, or pay.
- Gifts resulting from your or your spouse's outside business activities

On each of his quarterly visits, a sales representative of Overpriced Computers Inc. gave Bonnie, a DoD employee, a company T-shirt, valued at $10 each. During that period, Bonnie's brother Steve, who also works for Overpriced Computers Inc., purchased for her a birthday present valued at $60. Bonnie may keep all of the gifts given to her. The T-shirts don't exceed the $50 annual limit from one source, and the gift from her brother Steve is the result of a personal, not business, relationship.

Tom was offered two tickets valued at $30 a piece to a baseball game from an employee of a defense contractor. Since the price of each ticket exceeds the $20 limit, Tom may only accept the tickets if he pays the contractor $60, the full market value of the tickets. (Paying only $40 is not permissible.)

- Free attendance provided by a state, local government, or tax exempt civic organization when there is a community relations interest

- Gifts accepted under specific statutory authority, such as certain gifts from a foreign government

- Certain educational scholarships and grants (consult a DoD ethics official)

- Free attendance, food, and entertainment (not travel) *when provided by a sponsor:*

  - of an event on the day that you are speaking or presenting information, **or**

  - of a widely attended gathering, provided that your supervisor determines that your attendance is in the agency's interest. (If the sponsor has interests that may be affected by you, an additional conflict of interest determination is required.)

- Free attendance, food, and entertainment (not travel) *provided by a person other than the sponsor* of a widely attended gathering, if:

  - the market value of the gift of free attendance is $335 or less and more than 100 persons are expected to attend, **and**

  - your supervisor determines that your attendance is in the agency's interest. (If the person has interests that may be affected by the employee, an additional conflict of interest determination is required.)

- Meals, lodging, transportation, and other benefits in connection with employment discussions

- Awards for meritorious public service or achievement, and honorary degrees – see your ethics counselor

- Travel benefits and free attendance from political organizations in connection with certain political activities

- Food and entertainment (not travel and lodging), at social events, if: (1) the invitation is not from a prohibited source, **and** (2) the event is free to all attendees.

On account of his DoD position, an arms trade association invites Jared, a DoD officer, to an industry-wide, one-day seminar sponsored by the association, a $200 value. He is also invited to dinner, which costs $100, at a restaurant after the seminar with several industry executives. Jared may accept the seminar invitation, provided that his supervisor determines that his attendance furthers DoD's interests. Jared may not accept the free dinner invitation, which is not part of the seminar and is closed to other interested participants.

An annual dinner is held by a veterans' service organization that costs $125 per person. Representatives from veterans' groups, Congress, and the media will attend. Several DoD employees are given free tickets by Big Guns, Inc. At the dinner, a veteran will be honored. Since it is a widely attended gathering, the DoD employee may be able to accept the free tickets if his or her ethics official determines more than 100 persons are expected to attend the event, and there is an agency interest in the DoD employee's attendance.

- Gifts of food and entertainment (not to exceed the per diem rate) at meetings or events attended in an official capacity in foreign areas, when (1) *not* provided by a foreign government **and** (2) non-U.S. citizens participate in the meeting or event

Foreign Gifts

Rule: Federal employees may accept gifts from foreign governments if the gift is below the "minimal value" which, in January 2008, is $335. Check with your ethics counselor about appraising the gift or what the current threshold is.

Disposition of Improper Gifts

Rule: If you are offered a gift that you cannot accept, you should:

- Decline the gift
- Return the gift, **or**
- Pay the donor the gift's market value

Under certain circumstances, perishable items may be:

- **donated to charity**
- **destroyed**
- **shared within the office**

(check with your ethics official)

<u>Subsequent reciprocity is not a solution</u>

Gifts Between Employees

Rule: You may not accept a gift from an employee who earns less than you (unless you have a personal relationship with the employee, and you are not in the chain of command)

Rule: You may not give, make a donation toward, or solicit a gift for someone superior to you in the chain of command.

Bill asks his 4 coworkers each to pitch in $20 to purchase a $100 golf putter for Doreen, their boss, for Christmas. Doreen invites the office to a New Year's party, serving meals valued at $25. Bill brings a $20 bottle of wine.

- **Bill may not solicit, and he and his coworkers may not give, their boss a group gift or individual gifts at Christmas that exceed $10.**
- **The dinner and the wine are both appropriate.**

Exceptions to the Rule

1. On an occasional basis, such as holidays or birthdays, you may give to a superior or receive from a subordinate:
    - Non-monetary gifts of up to $10

- Personal hospitality provided at a residence (or an appropriate host/hostess gift),
- Food or refreshments shared in the office

2. On special, infrequent occasions,
   - of personal significance, such as marriage, illness, or birth or adoption of a child
   - that terminate the chain of command, such as retirement, resignation, or transfer

   you may
   - solicit voluntary contributions up to $10/person for a group gift
   - give an appropriate gift to a superior
   - accept appropriate gifts and group gifts that do not exceed $300 from subordinates (See your ethics counselor for exceptions.)

Doreen decides to retire. Bill, who works for Doreen, gives her a $20 book and again solicits for a going-away gift. He would like to get her a golf-related desk set that costs about $50.

- **Bill may give the $20 book, as it is an appropriate gift**
- **Bill may also solicit for a gift and contribute toward the group gift**
- **Bill has learned his lesson and does not suggest an amount to contribute**

CONFLICTS OF INTEREST

Conflicting Financial Interests

Criminal Rule: You may not do government work on a particular matter that will affect the financial interest of:

- You
- Your spouse
- Your minor children
- Your general partner
- Organizations with which you're negotiating or have arrangements for future employment, **or**
- Any organization for which you serve as an employee, officer, director, trustee, or general partner

If you think you may have a conflicting financial interest, consult your DoD ethics official immediately to determine the appropriate remedy.

Bryan, a DoD procurement officer, is about to award a contract for new computers. His wife, Deanna, owns a computer sales business, which has bid on the contract. Bryan may not participate in the contract award decision, since the decision will affect his wife's financial interests.

Bribery and Graft

Rule: You may not seek or accept anything of value, other than your salary, for being influenced in your official duties.

Commercial Dealings Between DoD Employees

Rule: You may not knowingly solicit or make solicited sales to personnel who are junior in rank, grade, or position (or their families). This includes insurance, stocks, real estate, cosmetics, household supplies, and other such goods and services.

Sue operates a cosmetics sales business out of her home after hours. During the day she is a supervisor at DoD. She may not make solicited sales to her DoD subordinates or the job or after work by calling them at home.

Representation of Others in Matters Affecting Government

Rule: You generally may not represent anyone outside the Government before a Federal agency or court, or share in any compensation for such representations made by anybody else, if the Government is involved in the particular matter.

- There are limited exceptions.
- There are special exceptions for consultants.
- Check with your ethics official.

Supplementation of Federal Salary

Rule: You may not accept compensation from any source except the Government for your services as a Government employee.

This rule does not apply, if:

- you are a "special Government employee" – *i.e.*, a consultant, or
- you serve without compensation, or
- your supplementation is a result of a public service award

IMPARTIALITY IN PERFORMING OFFICIAL DUTIES

Rule: Maintain your impartiality. Don't participate in any particular DoD matter if:

- the matter is likely to affect the financial interest of a member of your household, or a person with whom you have a "covered relationship" is involved in the matter, **and**
- a reasonable person with knowledge of the relevant facts could question your impartiality.

A senior VP from Blatz Corp. recently resigned from Blatz to become a senior official in DoD. Shortly after his arrival, the official's office is tasked to decide whether or not to renew Blatz's contract with DoD. Because the senior official was employed by Blatz within the last year, he may not make the decision

Who may be in a "covered relationship"?

- A member of your household or a relative with whom you're close,
- Someone with whom you have or seek to have a business relationship, other than a routine consumer transaction,
- An organization (other than a political party) in which you actively participate,
- Someone with whom you had, within the last year, a close business relationship, such as partnership or employment, **or**
- Someone with whom your spouse, parent, or dependent child has (or seeks to have) a close business relationship, such as partnership or employment.

MISUSE OF POSITION

Rule: You may not use, or permit the use of, your Government position, title, or any authority associated with your office:

- To induce or coerce another person to provide any benefit to you or anyone with whom you are affiliated

The General Counsel has been asked by his college to serve on the Alumni Association. He may serve in his personal capacity, but may not allow his position as General Counsel to be used on the college letterhead or other promotional literature.

- To imply that DoD or the Government endorses personal activities
- To endorse any product, service, or enterprise, except as provided by statute or regulation

USE OF GOVERNMENT RESOURCES

Rule: Use Federal Government equipment and property, including communications systems, only for official purposes or authorized purposes as approved by your supervisor.

Rule: Use official time in an honest effort to perform official duties, and don't ask subordinates to perform tasks outside their official duties.

FUNDRAISING

Rule: You may raise funds for organizations in your personal capacity, but you may not use your official title, position, or authority to fundraise, nor may you solicit subordinates or prohibited sources.

Oscar, who is the deputy director of a DoD office, is in charge of raising funds for his son's Little League team. Oscar may not ask his subordinates to contribute.

TEACHING, SPEAKING, AND WRITING

Rule: You may accept payment for teaching, speaking, or writing that is unrelated to your official duties and that was not prepared on official time.

- If your employment by DoD is identified, you must make a disclaimer.

Stu, an ethics attorney at DoD, has been offered $1500 to teach a 1-day course on Federal ethics to employees at Big Contractor, Inc. Because the topic relates to his official duties, he may not accept the compensation.

OUTSIDE ACTIVITIES

Rule: If you file a financial disclosure report, you need your supervisor's prior written approval before you engage in business activity or employment with a DoD "prohibited source" (see page 2). Presidential appointees and certain non-career employees have additional restrictions – consult your ethics counselor.

Jill, who tests new computers for the office, wants to work on weekends for the vendor of those computers. Since her outside employment would cause a conflict of interest with her Government duties, she should not accept the job.

Rule: You may not have outside employment or activities that would materially impair your ability to perform your duties.

POLITICAL ACTIVITIES

Most Federal civilian employees may actively participate in political campaigns and other partisan activities. However, they may not engage in such activities on duty, or in any Federal workplace, vehicle, or while in uniform.

While the Hatch Act loosened restrictions on political activity for most Federal civilian employees, Federal laws still limit the political activities of military personnel, law enforcement, national security, and career SES employees. Moreover, by policy within DoD, employees appointed by the President and employees appointed by the Secretary to non-career SES positions may not engage in any activity that could be interpreted as associating DoD with any partisan cause or issue.

If you plan to engage in any partisan political activity, you should consult your ethics counselor.

EMPLOYMENT ISSUES

Janelle, a procurement specialist, is doing work as a Government employee on a contract worth $500,000. She is offered an interview for a job by the contractor. Janelle must disqualify or recuse herself and inform her supervisor and ethics official.

Seeking Employment

Rule: If you are seeking non-Federal employment (e.g., sending resumes to select employers), you may not do Government work on a particular matter that will affect the financial interests of any of your prospective employers. You must give a written disqualification statement to your supervisor.

Post-Government Employment

Rule: Always consult your ethics counselor before separating from the Government. He or she will advise you on the restrictions that will apply to your activities in the private sector in light of your specific duties and level of responsibility as a Government employee.

OFFICIAL TRAVEL BENEFITS

You may keep promotional items such as frequent flyer miles that are awarded for official travel that is funded by the Government. If Government travel is funded by a non-Federal entity, you may keep promotional items that are awarded for that travel if the non-Federal entity does not object.

You may also keep promotional items given to compensate you for being voluntarily bumped from a flight. You may voluntarily surrender your seat ONLY if doing so does not adversely affect the performance of your official duties and does not result in additional cost to the Government.

You may not keep promotional items given to compensate you for being involuntarily bumped from a flight.

SOURCES OF FURTHER INFORMATION

If you have further questions, consult a DoD ethics counselor. In OSD, contact SOCO by one of the means described on page ii.

Additional information is available in:

1. **Standards of Conduct for Employees of the Executive Branch**

   The U.S. Office of Government Ethics has developed a comprehensive set of regulations to assist Federal employees with their ethics questions. This is a primary source of guidance on ethics and standards of conduct. It may be found on the Office of Government Ethics website: www.usoge.gov.

2. **DoD 5500.7-R, the Joint Ethics Regulation ("JER")**

   The JER contains supplemental regulations for DoD employees.

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The Defense Civilian Personnel Data System (DCPDS)

National Guard
Technician Personnel Management Course

1

Agenda

- What is DCPDS
- Functions within the Program
  - My Biz
  - My Workplace
  - Getting Started in DCPDS
  - Requesting a Personnel Action
- Resources

2

DCPDS

- DCPDS automated multiple human resource functions (Personnel action processing, Appraisal, Pay Adjustments)
- Maintains a complete history on employees (Awards, Benefits selections, Personnel Actions)
- Updates the Payroll system automatically for Technician employees
- Interfaces with Self Service Applications such as My Biz and My Workplace

3

DCPDS
System Generated Actions

- DCPDS Produces Reports on Individual Person (RIPS) such as Supervisors Brief (on employee), Supervisory Notice of Within Range Increase etc.
- DCPDS will also automatically generate certain types of actions (Within Range Increase, Termination Expiration of Appointment,etc.)

4

DCPDS
MyBiz

- My Biz is a Self Service web based application within DCPDS that allows a Technician to:
  - Access and view their personnel information 24 hours a day/7 days a week
  - Maintain your own information, i.e. Emergency Contact, Race and National Origin
  - Provides employees with the capability to print their SFs50

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DCPDS
My Biz

Technician employees can view data related to their current appointment such as:

- Appointment information
- Position information (current/historical)
- Salary information
- Awards and Bonus information
- Benefits
- Performance
- Personnel Actions

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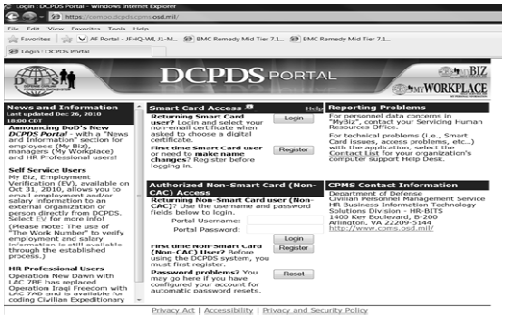
Access to My Biz & My Workplace



Once you log-on to the system, you will be prompted to select a responsibility. As an employee, you will select *My Biz*.

Here is the ***My Biz*** responsibility.

My Information contains the employee's information.

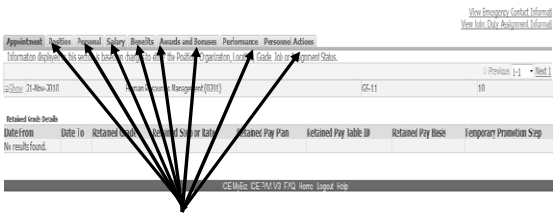
Update My Information is the function used to update your work email address and ethnicity and race information as well as foreign language proficiency.

Employment Verification Self service employment verification application.

Performance Appraisal Application (PAA) contains the electronic appraisal program.

The functions available to the employee user are provided in the middle area. There will be 4 current functions available to the user.

My Biz Information

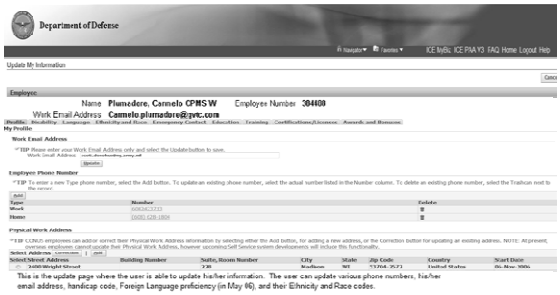


My Biz

- In addition to viewing your personnel information, you will be able to update information such as:
  - Race and National Origin designation
  - Handicap code
  - Email addresses
  - Phone numbers
  - Foreign language proficiency
  - Emergency Contact
  - Educational Data

10

Update My Biz Information



My Workplace

- My Workplace is also a Self Service application that allows a Supervisor of Technician employees to:
  - Access and view their employees' personnel information
  - Access to view personnel actions that have processed
  - Will also be used to input the Appraisal Information once we have deployed to the Performance Appraisal Application

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My Workplace

Provides a view of a Technician's information to Supervisors:

- Position information (current/historical)
- Salary information
- Awards & Bonuses
- Performance
- Appointment information
- Recruit/Fill Requests

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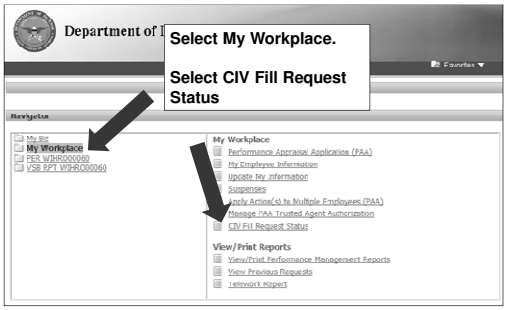
My Workplace

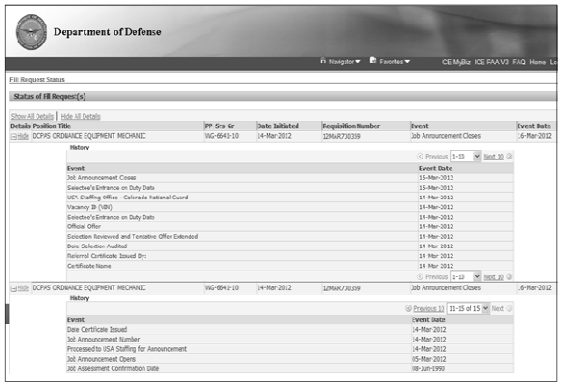
My Workplace

15

Status Check of Recruit/Fill



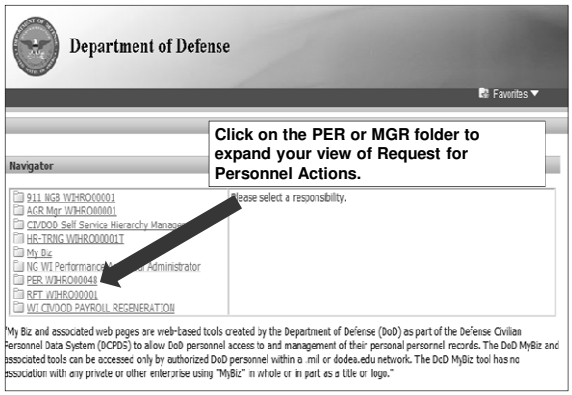
Maximize the SHOW Icon



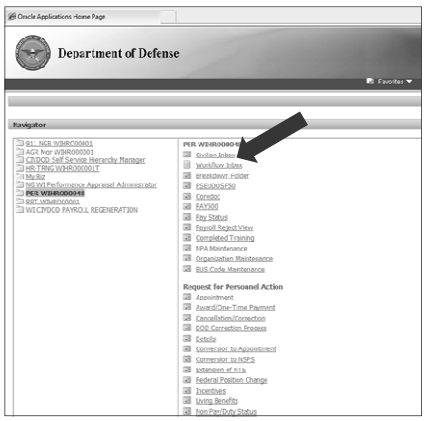
The Defense Civilian Personnel Data System (DCPDS)

Getting Started in DCPDS

19

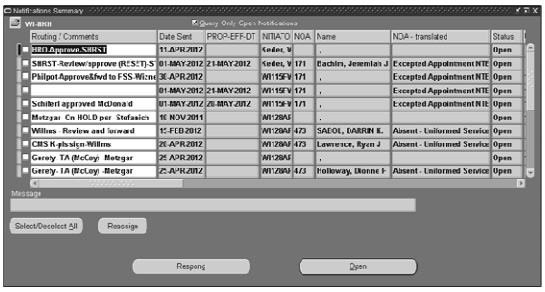


Click on the PER or MGR folder to expand your view of Request for Personnel Actions.



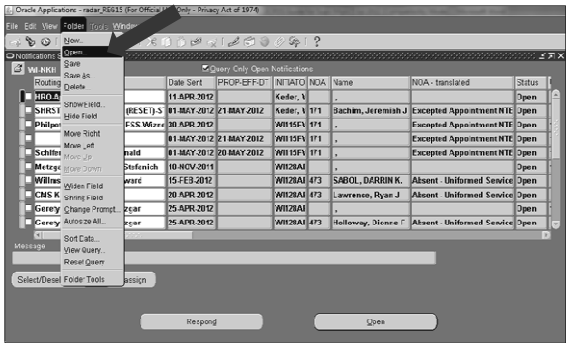
At this point you can choose to enter DCPDS by directly selecting the specific Request for Personnel Action you would like or you can enter through the Civilian Inbox.

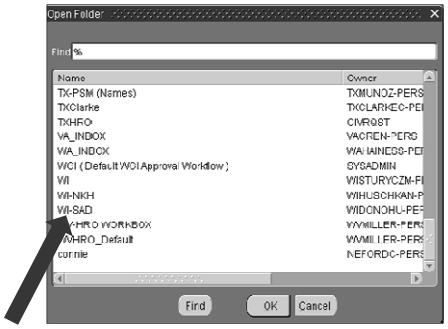
CIVILIAN INBOX



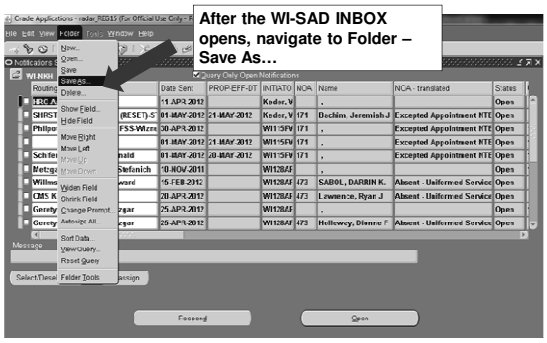
Sometimes when you first enter this screen your INBOX will be blank

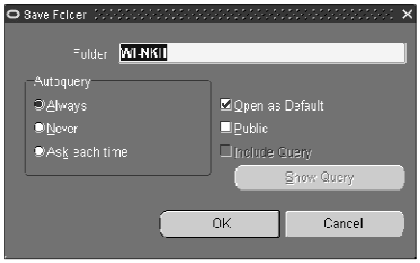
Navigate to Folder – Open…





Scroll to the Bottom and select WI-SAD. Click OK





Change Folder to WI-First initial, middle initial, last initial of your name. Ensure Autoquery is Always and Public is NOT selected. Click OK.

If after saving your INBOX is still Blank, use your keyboard to select Ctrl+F11 to refresh your INBOX. The above steps should only have to be completed once, afterwards when entering the CIVILIAN INBOX, it will automatically route you to YOUR INBOX.

DCPDS

Requesting a Personnel Action

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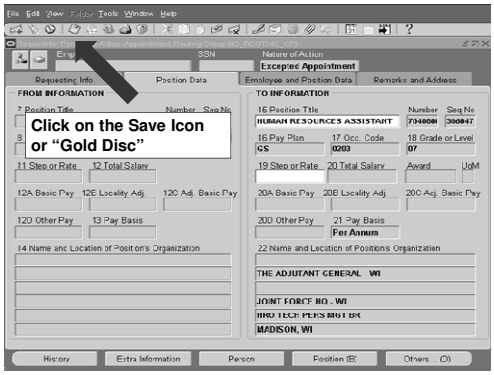
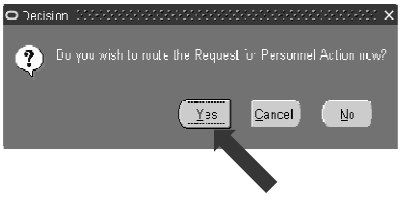
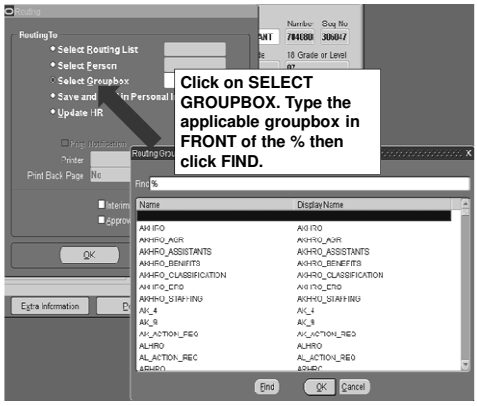
Saving & Routing eRPAs

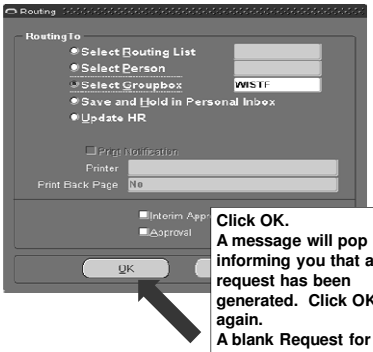




Click on the YES icon



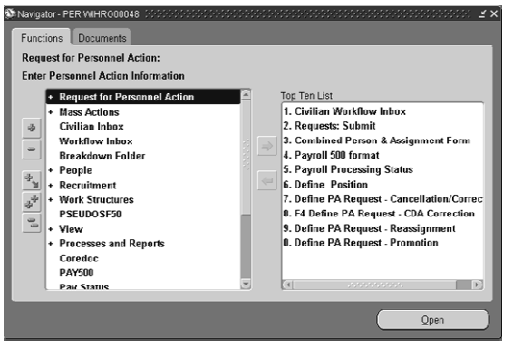
Click on SELECT GROUPBOX. Type the applicable groupbox in FRONT of the % then click FIND.

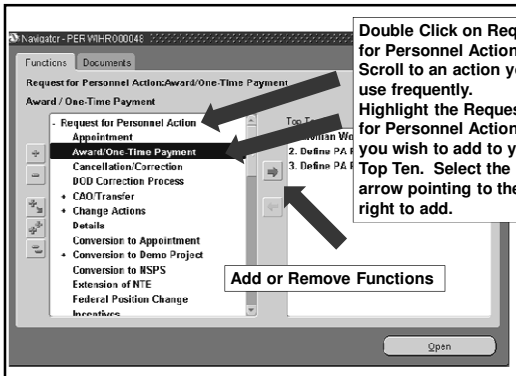


Click OK.
A message will pop up informing you that a request has been generated. Click OK again.
A blank Request for Personnel Action will now pop up. X out of this screen.

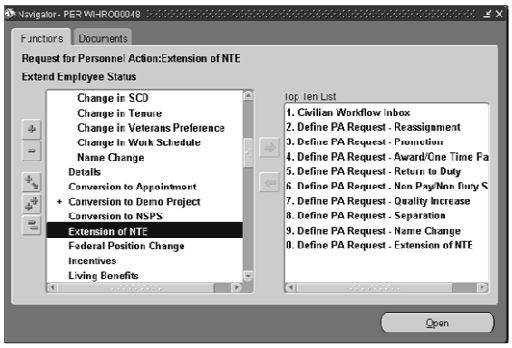
Use your keyboard to select Ctrl+F11 to refresh the INBOX. Once refreshed, Add ROUTING/COMMENTS (Gerety-Approve&Forward-Huschka).
Click SAVE or the "Gold Disc" to save.

Establishing a Top Ten List





Sample of Top Ten List for Supervisors



Resources

DMA Public Site – DCPDS for Supervisors & Managers Information:
http://dma.wi.gov/dma/hr/emp_resources/dcpds.asp

DMA Public Site – Sample eRPAs:
http://dma.wi.gov/dma/hr/emp_resources/forms.asp

DMA Public Site – MyBiz/MyWorkplace Information:
http://dma.wi.gov/dma/hr/emp_resources/Self_Service_HR.asp

Contact Information

J1 HR Specialist (Information Systems)

DSN: 724:3713/3728 Comm: 608-242-3713/3728

CLASSIFICATION
&
POSITION MANGAGEMENT
Module

National Guard
Technician Personnel Management Course

1

Purpose of the Briefing

Familiarize you With

"Position Classification"

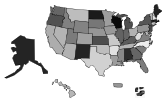
&

"Position Management"

And what our section can do for you!

2

BRIEFING OUTLINE



- Position Classification & Position Management
- The Classification Process
  - Things that Don't & Do Count in Classification
- Desk Audits
- Classification Appeals
- Grievances (Related to Classification)
- EDP/HDP
- SF-52 Actions
- Summary
- HRO Classification Points of Contact

3

Definition:

POSITION CLASSIFICATION

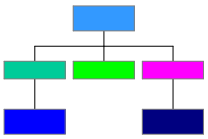
The process of determining the appropriate pay plan, title, series and grade of a position based on its designated duties and responsibilities and consistent with prevailing laws, standards, and guides.

4

Definitions: (continued)

POSITION MANAGEMENT

The process of organizing and assigning work (i. e. duties and responsibilities) to and among positions in order to accomplish mission requirements in the most economical and efficient manner.

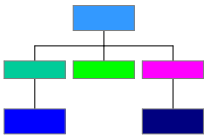


5

Definitions: (continued)

POSITION MANAGEMENT (continued)

Logistical balance between employees needed to carry out the major functions of the organization and those needed to provide adequate support; between professional employees and technicians; between fully trained employees and trainees; and between supervisors and subordinates.



6

Position Classification and Position Management

Legal Basis

- The Classification Act of 1949
  - *http://bulk.resource.org/gao.gov/81-429/0000425C.pdf*
- Title 5 United States Code (USC)
  - http://www.gpoaccess.gov/uscode/browse.html
- Title 32 United States Code (USC)
  - http://www.gpoaccess.gov/uscode/browse.html
- Implementing OPM Regulations opm.gov

7

CLASSIFICATION ACT OF 1949

- Established an equitable system that defined grades, required published standards and listed Excepted Departments (e.g. Post Office, CIA)
  - National Guard Technician Act did not except Technicians from coverage - we are required to use OPM guidelines to classify positions
  - Defined Classification authority
  - 32 USC Governs Technician positions

8

PROCESS

WHO'S INVOLVED?

- Chief, NGB
- NGB-J1-T5
- OPRs/FAMs
- HROs
- Manpower
- Managers/Supervisors

9

Classification Process

Purpose of the Classification System

- **To determine the basic rate of pay**

  Is the basis for pay equity under the law

  (=pay for =work)

10

PROCESS...

POSITION DESIGN CONSIDERATIONS

- **Economy**
- **Efficiency**
- **Motivation**
- **Supervisor to Employee Ratio**

11

MORE...

POSITION DESIGN CONSIDERATIONS

- **Avoid reorganizations that are for the purpose of supporting higher grades**
- **Be alert to requests for higher grades based on performance achievements**
- **Structure some jobs at trainee level (with steps to target grade)**
- **Avoid having more top graded positions than necessary**
- **Use part-time and intermittent positions to reduce costs**

12

Classification Overview
General Structure

Classify the Position (i.e., the set of duties) NOT the Person in the Position

- **Pay Plan**
- **Series**
- **Grade**
- **Title**

13

Classification Overview
General Structure

PAY PLAN

- **A pay system, determined by work accomplished, GS/WG/WL/WS**
- **Determination -- What is the paramount requirement for the primary duty?**

14

Classification Overview
General Structure

Difference between GS and WG

- **GS - General Schedule "White Collar" Professional, Technical, Clerical**
- **FWS - Federal Wage System "Blue Collar" Crafts, Trades, Labor**

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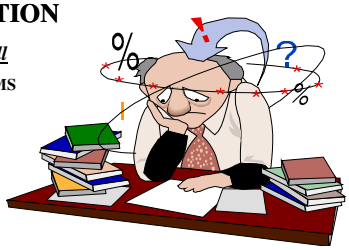
CLASSIFICATION

WON'T CURE *All*
YOUR PROBLEMS

IT
WON'T
CURE



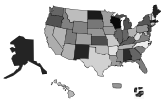
- Bad Organization
- Poor Supervision
- Misassignment
- Inadequate Training, etc.

IT WASN'T DEVISED FOR

- Rewarding Length of Time on the Job
- Paying for Qualifications not Used
- Recognizing Proficiency

16

Classification Overview General Structure



Supervisory Responsibilities--

- Supervisors exercise authority to plan work, assign and review work, evaluate performance, deal with EEO issues, and manage leave and discipline.
- Supervisors are responsible make work assignments and to certify to the accuracy of the description of those assignments (sign for the accuracy of the position description on the OF-8!)

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HOW CLASSIFICATION AFFECTS PAY

- A PD lists a position's principal duties, responsibilities and supervisory relationship
- Within a staff, each PD defines WHO does WHAT
- The supervisor's signature on the OF8 denotes accuracy of the duties/responsibilities described on a PD - NOT the position's classification(e.g. title, series, and grade
- Classification then becomes legal basis for setting pay - a "pay voucher"

18

POSITION DESCRIPTION Optional Form 8 (OF-8)

OF-8 SUPERVISOR'S CERTIFICATION (Block 20)

"I certify that this is an accurate statement of the major duties and responsibilities of this position and its organizational relationships and that the position is necessary to carry out Government functions for which I am responsible. This certification is made with the knowledge that this information is to be used for statutory purposes relating to appointment and payment of public funds. False or misleading statements may constitute violations of such statutes or their implementing regulations."

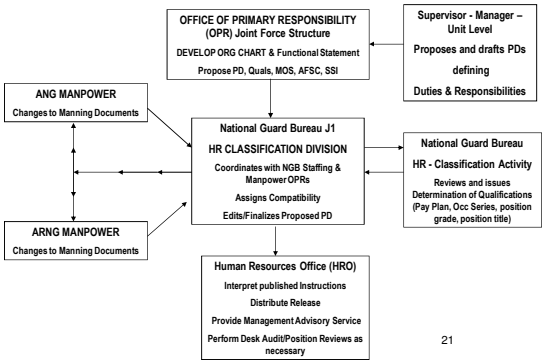
19

A POSITION DESCRIPTION (PD)

- Provides a basis for Performance Standards
- Formalizes decisions on assignments, responsibilities, authority, and required knowledges, skills and abilities (KSAs)
- Helps achieve:
  - Equal Pay for Equal Work
  - Getting the best Person for the Job
  - Employee Development
  - Career Development
  - Equitable RIF Determinations
- (More to come in block 2)

20

REVISED FLOW CHART OF THE STANDARDIZED PD PROCESS



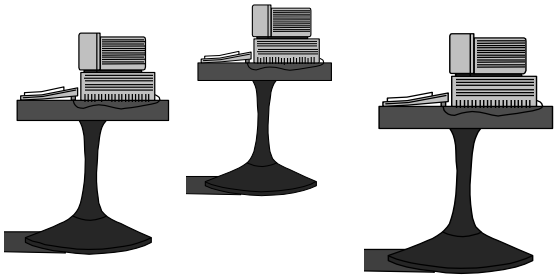
21

Things That "Don't" Count In Classification

"Volume of Work"

22

Things That "Don't" Count In Classification



"Scarcity of Employees"

23

Things That "Don't" Count In Classification

"Unusual Diligence or Overtime"

24

Things That "Don't" Count In Classification

"Relative Efficiency"

(Compared to Others)

25

Things That "Don't" Count In Classification

"Unusual Qualifications"

(Not Required on the Job)

26

Things That "Don't" Count In Classification

"Length of Service"

27

Things That "Don't" Count In Classification

"Financial Need"

($$$$$$$$)

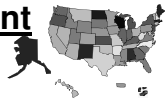
28

Things That "Don't" Count In Classification

"Personality"

29

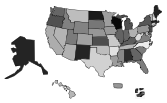
Things That "Do" Count In Classification



- Knowledge required by the position
- Supervisory Controls
- Guidelines
- Complexity
- Scope and Effect
- Personal Contacts/Purpose of Contacts
- Physical Demands
- Work Environment

30

Classification Process



About Desk Audits

- A fact-finding visit to the job site
- Incumbents/supervisors are interviewed
- Vacant positions can be audited via discussion with the supervisor
- Group audits can be conducted when several incumbents occupy the same positions

31

Classification Process

Desk Audits Are Needed Due to:

- Reorganization
- Reclassification
- HRO Periodic Reviews to ensure Accuracy
- Issue of new OPM Classification Standards
- A Position being Appealed
- Requests from the organization
- Requirement levied for a Special Classification Survey

32

Classification Process

General Classification Rules

- Evaluate the position - not the person
- Evaluate the total position, not just parts of it
- Evaluate each position on its own merit
- Consider the intent of the standard….its basis and the differences between grade levels

33

Classification Appeals

Definition

- Classification Appeal - A written request by a technician to change the official pay plan, title, series, or grade of a position

34

Classification Appeals

Who May Appeal and When

- A technician may appeal the classification of his or her
  - "official" position
  - at "any" time

NOTE: AGRs cannot file classification appeals

35

What "May" be Appealed

- Pay Category (GS, WS, WL, WG)
- Title (Supply Systems Analyst, Supply Clerk, etc)
- Series (2001, 2005, etc)
- Grade (GS-11, GS-07, etc)

36

What "May Not" be Appealed

- PD Accuracy
- Standards used to classify the job
- Agency's Proposed classification decision
- Position to which detailed or temporarily promoted
- An OPM appeal decision

37

Where to Appeal

GS Employees May Appeal:

- To DoD Field Advisory Service (FAS)
- Directly to Office of Personnel Management (OPM)
- Through FAS to OPM

FWS Employees:

- Must Appeal to FAS before going to OPM
- If Appealing only Pay Category (WS, WL, WG) - may go directly to OPM or thru FAS to OPM

38

Classification Appeals

- An appeal of a position's "grade" can result in one of three things. The "grade" could:

  - Be Raised,
  - Remain the Same, or
  - Be Lowered

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Classification Appeals

Supervisory Responsibilities

- Ensure the PD is complete and accurate
- Discuss employee PD concerns with the employee, attempt an informal resolution
- If that fails, advise the employee to work with the HRO Classifier in processing the appeal
- Forward the appeal promptly to the HRO

40

AVOIDING APPEALS

- Listen to the Employee
- Identify the duties the employee thinks supports a different Classification
- Explain the Standards

41

Matters Which a Technician May "Grieve"

Technicians May Grieve

- Details outside the scope of the PD
- Use of Agency Classification Standards
- Title of a Position unless specified in a Standard
- A dispute with the Supervisor concerning the Accuracy of the Official PD

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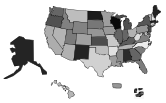
Things That May Happen as a Result of a "Grievance"



Supervisory Responsibilities

- **"Remove" the grievance-related duties from the position,**

OR

- **"Continue to assign" the duties and have positions reviewed for classification impact**

43

Environmental Differential Pay

Federal Wage System

-CFR 532.511 and OPM Operating Manual for the FWS

-By Committee

State and Local

-EDP input through T&A

44

Hazardous Differential Pay

- GS
- CFR 500.901
- Well-documented classification decisions and PDs form the nucleus for revies in paying HDP
- HDP is coded in the position

45

Personnel Actions

- Fill Positions
- Data Element Changes
- Realignments
- Organizational Hierarchy
- PD Certification
  - (Samples on our Web page)

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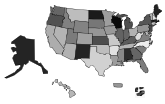
Summary Slide

- Position Classification & Position Management
- The Classification Process
  - Things that Don't & Do Count in Classification
- Desk Audits
- Classification Appeals
- Grievances (Related to Classification)
- EDP/HDP
- SF-52 Actions
  - Fill Requests
  - Data Element Changes
  - PD Certification
  - Hierarchy issues
- Questions?

???
?

47

HRO CLASSIFICATION Points of Contact



- 2Lt Jason Fritz

Human Resource Specialist (Classification)
DSN 724-3704 CML 608-242-3704
e-mail: jason.l.fritz@us.army.mil

- TSgt Steven Ulrich

Human Resource Assistant (Classification)
DSN 724-3719 CML 608-242-3719
e-mail: steven.ulrich@us.army.mil

48

Home - Microsoft Internet Explorer provided by WIARNG
Alerts and Notifications
Events
REQUEST NEW ACCOUNT
Portal Tip of the Week
Computer Self Help

AF PORTAL
115 FW - 115TH FIGHTER WING - WI
DESIGN THE COIN
FEATURE
CAREER'S
COMMAND BIO'S
MEDIA&MEMO'S
BRIG GEN COIN [PDF]

Position Descriptions

TSgt Steven Ulrich
TSgt Samantha Kotula
30Jan12

Overview

- OF-8
- PD Content
- Formats
- Exception PDs
- Amendments
- Statement of Differences

Optional Form 8 (OF-8)

- "Cover Sheet" for all PD's
- Much of the most important information for the entire position can be found in this form
- Certain blocks must be filled out and signed by the supervisor

Optional Form 8 (OF-8)

- Block 1: Agency PDCN
- Block 4: Employing Office Location
- Block 5: Duty Station
- Block 10: Position Status
- Block 11: Supervisory Status
- Block 12: Sensitivity Level
- Block 15: Classified/Graded by
  - Title, PP, Occ Series, Grade
- Block 18: Dept/Agency/Establishment

Optional Form 8 (OF-8) (cont.)

- Block 20: Supervisory Certification
  - Requires 1st Level Digital Sig (2nd Level Optional)
- Block 24: Remarks

PD Content
Intro

- Intro – Short paragraph:
  - Gives the location of the position
    - "This position is located in the JFHQ-State, Logistics Directorate (J-4), Surface Maintenance Facility"
  - States the Primary Purpose of the position
    - "The primary purpose of this position is to provide a professional Industrial Hygienist to plan, schedule, execute, manage, and administer the installation wide Industrial Hygiene/Bioenvironmental Engineering (IH/BEE) Program"
  - Mandatory statement for NDS positions
  - Duties and responsibilities do not belong in the introduction

PD Content (cont.)
Duties and Responsibilities

- Duties and Responsibilities
  - List major duties in order of importance
  - Start with a verb (plans, administers, prepares, directs, maintains, advises…)
  - Don't use regulation references (out dates PD's too fast)
  - Be specific
  - Avoid using the work 'may'
  - Use Arial 12 point font

PD Content (cont.)
Duties and Responsibilities

- Define all acronyms
  - USSTRACTCOM
    - United States Strategic Command
  - OHME
    - Occupational Health Medical Exam
  - DoD
    - Department of Defense

PD Content (cont.)
Duties and Responsibilities

- You don't have to identify every single duty and responsibility of the job
  - Major vs. Minor duties
- Very last statement should be: "Performs other duties as assigned"

Formats - Narrative

- A narrative PD "narrates the story" of a position, using complete sentences and paragraphs. It focuses more on the position as a whole.
  - Intro – States primary purpose and describes its relationship to the rest of the org
  - Nature of Assignment and Level of Responsibility – Outlines the important, regular and recurring duties and responsibilities assigned to the position and gives an overall view of the position. These are used determining placement and recruitment requirements. Related duties may be grouped according to function.

Narrative (cont.)

- C. Supervisory Controls – Describes how the work is assigned, the type of supervision and guidance received and the kind of review to which the work is subject either in progress or completion.
- D. Special qualification requirements – States any knowledge, skill, education, or certification required by the position if the requirement is not already apparent from reading the other section of the PD.

Formats – Factor Evaluation System (FES)

- FES – Factor Evaluation System
- Factor Discussion
- Factor 1 - Knowledge Required by the Positio
  - Nature of the knowledge and skills needed
  - How the knowledge and skills are used to do the worK
- Factor 2 - Supervisory Controls
  - How the work is assigned
  - Employees responsibilities for carrying out the work
    - How the work is reviewed

FES (cont.)

- Factor 3 – Guidelines
  - Guidelines used for performing work
  - Judgment needed to apply guidelines
  - Develop new guides
- Factor 4 – Complexity
  - Nature of the assignment
  - Facts/conditions considered by the employee in identifying what needs to be done
  - Difficulty and originality involved in performing the work
- Factor 5 – Scope and Effect
  - Purpose of the work – ultimate goal to be achieved
  - Impact of the work product or service

FES (cont.)

- Factor 6 – Personal Contacts
  - People and conditions/setting under which contacts are made
- Factor 7 – Purpose of Contacts
  - Reasons for contacts
  - Skill needed to accomplish work through person to person contact

FES (cont.)

- Factor 8 – Physical Demands
  - Nature, frequency, and intensity of physical activity
- Factor 9 – Work Environment
  - Risks and/or discomforts caused by physical surroundings
  - Safety precautions necessary to avoid accidents or injury

FWS Format (non supv)

- Introduction
  - A Short Paragraph which:
    - Gives the location of the position "This position is located in…"
  - States the primary purpose of the position "The purpose of this position is to…"

FWS (cont.)

- Duties and Responsibilities
  - List Major Duties in order of importance
    - Start with verbs
    - Be Specific
    - Use Aerial 12 point font
  - Skill and Knowledge
    - Covers the nature and level of skill, knowledge and mental application required in performing assigned work.
    - Positions vary in such ways as the kind, amount and depth of skill and knowledge
    - Positions vary in the manner, frequency and extent to which they are used

FWS (cont.)

- Responsibility
  - Covers the nature and degree of responsibility
  - Positions vary in responsibility
  - Complexity of work
  - Scope of work
  - Difficulty and frequency of judgments and decisions made
- Physical Effort
  - Covers the physical effort exerted in performing the work
  - Positions vary in such ways as the nature, degree, frequency and duration of muscular effort or physical strain

FWS (cont.)

- Working Conditions
  - Covers the hazards, physical hardships and working conditions to which the workers are exposed
  - Nature of the work environment
  - Extent to which the position includes unpleasant or hazardous conditions
  - Degree to which conditions are experienced frequency and duration or exposure
  - Adequacy of protective clothing and gear, safety devices and safe trade practices

FWS (cont.)

- Other Significant Facts
  - Use if there are other significant facts that need to be addressed (Special Drivers license/security clearance required)
- Mandatory Statements
  - Military training statement
  - Environmental supervisory statement

Exception PDs "Local PD"

- References
  - Chapter 7, Classification and Position Management Guide
  - TN-07-33 Letter
- Definition:
  - "…written by the immediate supervisor and provisionally classified by the state classification specialist to record the duties and responsibilities for a position unique to the specific location and the classification of the standard position is no longer accurate."
  - Content the same as a standard PD
  - Written for the incumbent only
  - Check for other standard PDs first

Exception (cont.)

- Must be implemented within existing resources
- Must follow OPM & NGB grading standards
- Not authorized for Internal Review Evaluator positions at USPFO
- Must be written and approved before the position is filled

Exception (cont.)

- Classification Guide – 7-3a
  - Classifier must contact the Functional Manager PRIOR to developing an Exception PD to determine nationwide impact if approved
- Required Documentation
  - Justification – why is the standard pd insufficient
  - Impact on the organization and other positions
  - Mission Statements
  - Organization Charts
  - Compatibility recommendation
  - Written FM/OPR approval of duties and responsibilities

Amendments

- Changes or revision to an existing position
- Revising existing description rather than completely rewriting it
- Proposed by management
- Approved at the State Level – HRO State Classifier
- Changes to duties that DO NOT affect the pay plan, title, series or grade is not authorized
- Accomplished by pen and ink changes or an attachment
- (Classification and Position Management Guide, Chapter 9)

Amendments (cont.)

- Amendments should:
  - Result in an accurate statement of assigned duties and responsibilities
  - Conform to reasonable standards of neatness and utility
  - Include adding the word “amendment” and an amendment number above the current position number on the OF 8
  - Should NOT be approved without giving full consideration to the impact on other positions in the organization

Amendments (cont.)

- Process
  - Supervisor researches reason and provides justification
  - Drafts/certifies amendment
  - Forwards to State HRO
  - State Classifier reviews justification
  - State Classifier conducts a desk audit if necessary to address areas of concern
  - State Classifier approves/disapproves
- When Approved:
  - Copy to Supervisor
  - Copy to incumbent of position
  - HRO master file PD library
  - OPF
  - HRO Specialist (Labor Relations) if applicable

Statement of Differences

- Reference: Chapter 8, Classification and Position Management Guide
- Definition: A modified version of a PD described to reflect duties and responsibilities at a lower grade level (trainee and developmental)
- Included as part of the official PD
- Must be classified IAW OPM classification standards

MANNING DOCUMENTS
&
USER'S GUIDE TO READING
the HUMAN RESOURCES
MANNING DOCUMENTS (HRMD)

8 Sep 2011

Manning Document

- A product or report that shows all the manpower requirements and authorizations necessary to perform all tasks described by the mission or activity of the organization.
- Shows who is assigned to each position (incumbent)

MANNING DOCUMENT

- Identifies the faces to the places
- Can not have the face without the place

Human Resources Manning Document (HRMD)

- Position and person data is extracted from DCPDS (Defence Civilian Personnel Data System)
- Reports are run separately for the Army and Air Full Time employees (AGR and Technician)

Human Resources Manning Document (HRMD)

- WI HRO NG Air Unit Manning Document
- WI HRO NG Army Unit Manning Document
- Reports run EOM (End of Month) and on the 15th

MANPOWER TERMINOLOGY
Requirements

- Requirements are the total number of positions that are validated through a manpower study which utilizes manpower standards (man-hour data, work load factors, manpower equations, etc.) to determine number of employees necessary to accomplish the tasks described by the mission of the activity.
- Air official requirements document-Unit Manning Document (UMD) from NGB/A1M

REQUIREMENTS CONTINUED

- Army requirement documents:

  Full Time Support (FTS) Manpower Voucher from NGB-ARM.

  ARNG Staffing Guides

  Full Time Staffing Guide for ARNG/Blue Book

MANPOWER TERMINOLOGY
Authorizations

Authorizations or Employment Authorizations are the actual number of individuals that may be employed in the state as listed on the manpower voucher. Technician authorizations correlate to dollars in each payroll account.

- Air official authorization document- Manpower Resource Voucher (MRV). "Funded requirement"
- Army official authorization document-Army Full Time Support (FTS) Manpower Voucher. "Authorization"

AUTHORIZATION
FILL RATE

- Army

  Managed Level of Resources (MLR) or the percent of requirements funded ranges from 50% to 100% depending on mission or function. The rate is higher for units with high priority or specific missions.

  Examples of MLRs

  JFHQ – 50%, R&R-100%, MTOE units-70%, Aviation-65%

- Air

  Resourced overall approx 85% of the required positions

ORGANIZATIONAL HIERARCHY

- Manning document reflects the organizational hierarchy of an organization
  - Army
    - 1st Sort

      Army sorted by Para (designated 4 numbers to identify like units/organizations nationally). Refer to FT AR Unit Manning Document User's Guide under "Para/OSC", pages 1-3

ORGANIZATIONAL HIERARCHY

- 2nd Sort

  Unit Identification Code (UIC)
- 3rd Sort

  Manpower Control Number (MPCN)

  Para/line number

ORGANIZATIONAL HIERARCHY
Air

- 1st Sort

  PAS – Personnel Accounting Symbol
- 2nd Sort

  FAC – Functional Account Code (six digits-example-10C000)
- 3rd Sort

  OSC-Organizational Structure Code
- 4th Sort

  POS NBR-Position Number

HANDOUTS

- Full Time Air Unit Manning Document – User's Guide
- Full Time Army Unit Manning Document – User's Guide

CL - WI HRO NG Army Unit Manning Document

as of: 05-JAN-10 Distribution: Jason Fritz Scheduled: 15th & End of Month Format: HTM, Print EOM

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Full Time Army Unit Manning Document
User's Guide

Source Documents:

1. Position Data built from FTS (Full Time Support) Voucher from NGB-ARM, ARNG Staffing Guides and Blue Book.
2. Employee Data extracted from DCPDS (Defense Civilian Personnel Data System)

HEADER DESCRIPTIONS

Para/OSC: Paragraph (OSC N/A on Army Manning Doc)

Para is a four digit number assigned to a unit/organization by NGB-ARM as shown on following table.

STARC & USPFO

Paragraph Number	Unit/Organization
1210	Command Admin Ofc
1211	Construction and Fac Mgt HQ
1212	Director of Logistics HQ
1213	DCS for Info Mgt HQ
1214	Inspector General Ofc
1217	Asst Prof Mil Science
1220	Constr and Fac Mgt Spt Ofc
1221	Director of Logistics Spt Ofc
1222	General Safety Office
1224	DCS for Info Mgt Spt Ofc
1228	STARC Med Det
1229	Environmental Ofc
1310	Military Personnel Ofc HQ
1320	Military Personnel Spt Ofc
1322	MILPO SIDPERS
1324	MILPO Pers Svc Br
1331	MILPO Recruiting and Retention
1410	DCS for Operations
1421	DCSOPS Training Br
1422	DCSOPS Plns Opns Mil Spt Br
1423	DCSOPS Mob Rdns Br
1520	USPFO Admin Ofc

1521	USPFO Internal Review
1522	USPFO Data Processing Install
1523	USPFO Comptroller Division HQ
1524	USPFO Comptr Div Fiscal Actg
1525	USPFO Comptr Div Pay & Exam Br
1620	USPFO Supply & Services Div HQ
1621	USPFO SS Div Material Mgt Br
1622	USPFO SS Div Strg and Distr Br
1623	USPFO SS Div Comm Transp Br
1624	USPFOPurchasing & Contract Div
1626	USPFO SS Div Property Mgt Br
1710	Human Resources Ofc HQ
1721	HRO Labor Relations Deleted in FY98, moved requirements to 1723
1722	HRO Equal Empl Opp
1723	HRO Tech Pers Mgt Br
1724	HRO AGR Mgt Br
1725	HRO DCPDS Ofc
1727	STARC/USPFO State Unique
1728	STARC/USPFO Rgnl/Ntl Prgm

TRAINING SITES

Paragraph Number	**Unit/Organization**
1820	RTI Regional Training Institute
1821	Marksmanship Training Center, Mountain Warfare School
1822	RTS Medical
1823	RTS Maintenance
1824	National Maintenance Training Center
1825	Los Alamos, Combat Vehicle Transition Training Team (CVTTT)
	Training Site (HAAATS), Eastern Army Aviation Training Site (EAATS)
1827	Audio-visual
1828	Print Plant
1829	High Tech Training Site
1921	TRAINING SITES

UNITS

Paragraph Number	**Unit/Organization**
2000-3999	Paragraphs are structured by each state to reflect the hierarchy of peacetime Command and control.

ARMY AVIATION

Paragraph Number	Unit/Organization
4020	State Army Aviation Office (SAAO)
4621-4625	Army Aviation Support Facility
4740	Aviation Classification Repair Activity Depo (AVCRAD)
4948	Operational Support Aviation Command Detachment C-23
4949	Operational Support Aviation Command Detachment (C-12s)

SURFACE MAINTENANCE

Paragraph Number	Unit/Organization
5020	Surface Maintenance Manager (SSM)
5121-5421	Organizational Maintenance Site (OMS)
6021-6025	Unit Training Equipment Site (UTES)
6021-6025	Combined Support Maintenance Shop (CSMS)
7021-7025	Maneuver Area Training Equipment Site (MATES)
7821-7825	UTES (added per CW3 James Berry III email dtd 18 Dec 07)

UNIT:

The standardized unit name from the unit's permanent order.

UIC/AMSCO/GEOLOC:

The UIC or unit identification code is a six digit code assigned to an army unit.

AMSCO (Army Management Structure Code) is a nine digit code that designates the funding code for a MLR (Managed Level of Resources).

GEOLOC or Geographical Location/Duty Station Code is a 9 digit code that identifies the official duty location where the employee works. The codes are intended to facilitate the Federal civilian personnel community's ability to locate duty station names and codes for use in processing personnel actions and reporting workforce information to the Central Personnel Data Filed (CPDF).

Positions 1-2 identify the foreign country, U.S. possession, or U.S. administered area (if positions 1-2 are alphabetic) or the U.S. state (if positions 1-2 are numeric). A record with a code where positions 1-2 are alphabetic and positions 3-9 are zeros shows the name of the foreign country, U.S. possession, or U.S. administered area. A record with a code where positions 1-2 are numeric and positions 3-9 are zeros shows the name of the U.S. state. Note that the codes for U.S. state names are included for code translation purposes only, and are not valid for reporting to the Central Personnel Data File (CPDF).

Positions 3-6 identify the city.

For a U.S. state, positions 7-9 identify the U.S. county. A record with a code where positions 3-6 are zeros and positions 7-9 are not zeros shows the name of the U.S. county. Note that for a foreign country, U.S. possession, or U.S. administered area, positions 7-9 are zeros.

MPCN: Manpower Control Number

The Manpower Control Number is a combination of the following:

WI – state abbreviation; 0 or L (0 if position is a standard requirement and L if position is in lieu of standard requirement); Para – Four digit paragraph number as designated by NGB (See table under "Para") and the three digit line number for the full time support personnel. The line numbers in the units are designated by the Blue Book. Examples WI01210001 and WIL2810002.

Name Employee/Remarks:

Incumbent's full name (last, first, MI). If position is vacant the cell does not contain a name and under the Status column it states "VAC ".

Remarks is a helpful tool for HR to place a brief note or explanation of the position or employee's personnel action. Example "Temp Appt NTE" or "LWOP – AGR Tour".

PD Nbr/Seq Nbr: Position Description Number/Sequence Number

Position Description Number is eight characters (usually numbers) assigned to a position description. The PD describes the principal duties and responsibilities, and supervisory relationships of a position to provide information necessary for its proper classification (title, pay plan, occupational series and grade). PD number is found in the upper right hand corner of the OF-8, the first page of the PD.

Examples of PD numbers are 80362000 (current air PDs start with 8), 705752000 (current army PDs start with 7), R9314000 (old army PDs start with "R"), F9315000 (old air PDs start with "F"), N0032000 (non-dual status PDs start with "N") and 9004000 (Joint Force PDs commonly start with 9).

Also there are PDs with a letter "C", "E" or "W" in the sixth character of the PD. PDs written during 2003 were assigned with a letter and written specifically for an officer, enlisted or warrant officer. This practice was stopped and the letter is changed to a zero in DCPDS.

Sequence Nbr is a system generated number when a position is built in DCPDS. Note: when identifying a position for a personnel action please use the PD number and the sequence number. Example: 80052000-400523.

PP-OCC-GRADE-MTOE:

Pay Plan is a pay system, determined by work accomplished (GS/WG/WL/WS). GS - General Schedule includes "White Collar" jobs such as Professional, Technical, and Clerical. FWS - Federal Wage System includes "Blue Collar" jobs such as Crafts, Trades, and Labor.

Occupational Series is a four digit code that specifies a subdivision of an occupational group (associated or related occupations) consisting of positions similar as to specialized line of work and qualification requirements.

Grade is the actual grade level that the tech is being paid at. In most cases it will be the same grade as the "Target Grade" unless the employee was not fully qualified for grade level of the PD and is a trainee. If the employee is a trainee and not at the full grade of the position the employee should be under an IDP (Individual Development Plan) that specifies education and training required to qualify at the target grade of the position. If the person is an AGR the grade is the maximum military grade of position.

MTOE/TDA On the manning doc it will show the MTOE of the unit or TDA - Para and line number of the corresponding military position.
Modification Table of Organization and Equipment (MTOE) is an authorization document that prescribes the modifications to a basic TOE (Table of Organization and Equipment) which are necessary to adapt its mission, capabilities, organization, personnel, and equipment to meet the needs of a specific unit or group of units. The MTOE gives the major Army command (MACOM) commander a way to modify the standard TOE for one or more of the TOE units under his command. The MTOE authorizes the reorganization of a specific unit to meet the requirements of the command to which the unit is assigned. A Department of the Army (DA)-published MTOE is the official authorization document for the TOE units and is the authority for organization property on hand in the organization.

TDA is Table of Distribution and Allowances a TOE prescribes the mission, organizational structure, personnel, and most of the equipment requirements for a military unit. It is a requirements document that provides a basic guide for developing units on a worldwide basis. For example, an infantry battalion in Europe is organized under the same TOE and has the same basic structure as an infantry battalion in the Pacific region.

TGRD: Target Grade
See above heading – Grade

POSITION TITLE:

The position title is found on the PD in item number 15 on the OF-8. This is the official title and is prescribed by OPM classification standards. Only the prescribed title (to include parenthetical if it is part of the official title on PD) may be used on official documents relating to a position; e.g., position description and personnel actions.

RSPLVL: Responsibility Level of Position (See "Supervisory Status Codes-DCPDS Table 498" below table for definitions of codes.

CODE_NAME	VALUE	DEFINITION
SUPERVISORY_STATUS	2	Supervisor or Manager
SUPERVISORY_STATUS	4	Supervisor (CSRA)
SUPERVISORY_STATUS	5	Management Official (CSRA)
SUPERVISORY_STATUS	6	Leader
SUPERVISORY_STATUS	7	Team Leader
SUPERVISORY_STATUS	8	Non-Supervisory

SUPERVISORY STATUS CODES – DCPDS TABLE 498

Excerpts from referenced sections of 5 USC Section 7103 have been inserted into the table where applicable.

Code **Name/Explanation**

2 Supervisor or Manager. Position requires the exercise of supervisory or managerial responsibilities that meet, at least, the minimum requirements for application of the General Schedule Supervisory Guide or similar standards of minimum supervisory responsibility specified by position classification standards or other directives of the applicable pay schedule or system.

4 Supervisor (CSRA). Position meets the definition of Supervisor in 5 U.S.C. 7103(a) (10), but does not meet the minimum requirements for application of the General Schedule Supervisory Guide.

5 USC 7103 dated 01/03/05 – Section 7103 (a) (10) states: "

"(10) "supervisor" means an individual employed by an agency 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, except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority;

5 Management Official (CSRA). Position meets the definition of Management Official in 5 U.S.C. 7103(a) (11), but does not meet the General Schedule Supervisory Guide definition of Supervisor/Manager or the definition of Supervisor in 5 U.S.C. 7103(a) (10).

5 USC 7103 dated 01/03/05 – Section 7103 (a) (11) states:

(11) "Management official" means an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency;

6 Leader. Position is titled with the prefix "Lead" and meets the minimum requirements for application of the Work Leader Grade Evaluation Guide; or meets similar minimum requirements for leader responsibilities specified by the job standards or other directives of the applicable pay schedule or system. Position is under a wage system or leads a team performing one-grade interval work.

7 Team Leader. Position is titled with the prefix "Lead" and meets the minimum requirements for application of the General Schedule Team Leader Grade-Evaluation Guide; position leads a team of General Schedule employees performing two-grade interval work.

8 All Other Positions. Position does not meet the above definition of Supervisor or Manager, Supervisor (CSRA), Management Official (CSRA), Leader, or Team Leader.

BUS: Bargaining Unit Status

CODE_NAME	CODE_VALUE	CLEAR_TEXT
REC_BUS_BARG_UNIT_STAT	7777	Eligible But Not In A Bargaining Unit
REC_BUS_BARG_UNIT_STAT	8888	Ineligible for Inclusion In A Bargaining Unit
REC_BUS_BARG_UNIT_STAT	9999	Detected Invalid Code During Conversion - Requires Correction
REC_BUS_BARG_UNIT_STAT	NG0000	Not Applicable
REC_BUS_BARG_UNIT_STAT	NG1340	ANG Tech Statewide NFFE (NG1340)
REC_BUS_BARG_UNIT_STAT	NG1350	ARNG Tech Statewide ACT (NG1350)

STAT: Status of position

Information identifies if the position is built for an AGR or tech. If the position is vacant it will state “VAC-TECH” or “VAC-AGR”. If the position is occupied by an AGR it will state “AGR”.

If position is filled by a tech see table below for “Type of Appointment”.

CODE_NAME	CODE_VALUE	CLEAR_TEXT
TYPE_OF_APPOINTMENT	1A	Competitive - Career
TYPE_OF_APPOINTMENT	1C	Excepted - Career
TYPE_OF_APPOINTMENT	2A	Competitive - Career-Conditional
TYPE_OF_APPOINTMENT	2C	Excepted - Conditional
TYPE_OF_APPOINTMENT	3A	Temporary Appointment-NTE
TYPE_OF_APPOINTMENT	3C	Excepted Appointment-NTE
TYPE_OF_APPOINTMENT	4C	Excepted Indefinite

AGR Req/Auth

TECH Req/Auth

If a position is a requirement a “1” will be in column and if the position is authorized a “1” is in column and if the position is not authorized a “0” will be in the column.

Requirements are the total number of positions that are validated through a manpower study which utilizes manpower standards (man-hour data, work load factors, manpower equations, etc.) to determine number of employees necessary to accomplish the tasks described in a work center description for varying levels of work load volume. In other words, the total number of people you should have in your organization to perform your mission as documented on the manning document.

Authorizations or Employment Authorizations are the actual number of individuals that may be employed in the state as listed on the manpower voucher. Technician authorizations correlate to dollars in each payroll account. The dollars come from the NGB budget folks and are distributed based on an average workday or work year cost. Total dollars received in the budget are usually less and rarely match the EAs since the allocation process considers employment lapse rate and the states’ average workday/work year costs that occurred two fiscal years ago.

LWOP:

If a technician is placed on LWOP (Leave With-Out Pay) status a “1” will be in the column and a Duty status code will be in the next column.

DYST (Duty Status Code):

CODE_NAME	CODE_VALUE	CLEAR_TEXT
DUTY_STATUS_CIVILIAN	00	No Action Pending
DUTY_STATUS_CIVILIAN	10	CAO PCS Reassignment
DUTY_STATUS_CIVILIAN	11	Separation(With Obligation)
DUTY_STATUS_CIVILIAN	20	LWOP-Mil
DUTY_STATUS_CIVILIAN	21	Furlough-Non-Military Over 30 Days
DUTY_STATUS_CIVILIAN	22	Furlough-Non-Military 30 Days or Less
DUTY_STATUS_CIVILIAN	23	Suspension Over 30 Days
DUTY_STATUS_CIVILIAN	24	Suspension 30 Days or Less
DUTY_STATUS_CIVILIAN	25	LWOP and Drawing Injury Compensation From OWCP
DUTY_STATUS_CIVILIAN	30	LWOP Over 30 Days (Except When Drawing Injury Comp)
DUTY_STATUS_CIVILIAN	31	LWOP 30 Days or Less (Except When Drawing Injury Comp)
DUTY_STATUS_CIVILIAN	32	Detail With Same CCPO
DUTY_STATUS_CIVILIAN	33	Detail To Another CCPO, Agency Etc
DUTY_STATUS_CIVILIAN	34	Pay-Status/Non-Duty Status (Interim)
DUTY_STATUS_CIVILIAN	89	Leave With Pay Pending Disability Retirement
DUTY_STATUS_CIVILIAN	90	Maternity Leave
DUTY_STATUS_CIVILIAN	99	SES/Faculty Sabbatical (Non-Duty Status With Pay)

TEMP:

If a technician is a temporary employee a “1” will be in the column.

CL- WI HRO NG Air Unit Manning Document

as of: 05-JAN-10 Distribution: Jason Fritz & Steven Ulrich Scheduled: 15th & End of Month Format: HTM, Print EOM

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P A S	FAC/OSC OFC SYM	FAC Clrtxt / OFC SYM Clrtxt	Name Employee Remarks	PD Nbr Seq Nbr	MPCN PEC	PP-OCC-GRD STP GEOLOC	T G R D	Position Title	Auth Grd AFSC	R S P L V L	B U S	STAT	D U T Y	Auth Code	F U N D E D	U N F U N D
M91CF1N9	10B000 CC	LOGISTICS / COMMANDER	NAME (SSR TABLE 0558)	80603000 260527	WIA0761853 52620G	GS-1601-14 10 552780025	14	AIRCRAFT MAINTENANCE OFFICER	other	2	8888	TECH-PERM 1C	00	X	1	
		LOGISTICS / COMMANDER	NAME (FUNDING FROM WIA0761887 23A100-MXM)	80826000 392360	WIA0761887 52620G	GS-1601-13 01 552780025	13	DEPUTY AIRCRAFT MAINTENANCE OFFICER	other	3	8888	TECH-PERM 1C	00	X	1	
															2	
	22B100 MXMW	SORTIE GEN FLT / MUNITIONS FLIGHT	NAME (ASA NTE 30 SEP 2009)	00001000 396548	WIA0980161 52620G	MC-0001-35 552780025	35	MUNITIONS SYS JYMN	SSG 2W051	8	8888	AGR		X	1	
		SORTIE GEN FLT / MUNITIONS FLIGHT	NAME (ASA NTE 30 SEP 2009)	00001000 346201	WIA0980162 52620G	MC-0001-35 552780025	35	MUNITIONS SYS JYMN	SSG 2W051	8	8888	AGR		X	1	
															2	
	23A100 MXM	MAINT SUPERVISOR / MAINTENANCE	(FUNDING USED TO FILL DEPUTY ACFT MAINT OFF PSN)	80205000 363545	WIA0761887 52620G	GS-0346-12 552780025	12	LOGISTICS MANAGEMENT OFFICER	other	1	8888	VAC-TECH		R		1

Full Time Air Unit Manning Document User's Guide

Source Documents:

1. Position Data built from UMD (Unit Manning Document) from NGB-A1M
2. Employee Data extracted from DCPDS (Defense Civilian Personnel Data System)

HEADER DESCRIPTIONS

PAS: Personnel Accounting Symbol

Eight character code that identifies the organization to which the manpower requirement and funded authorizations belong.

MPCN/PEC: Manpower Control Number/Program Element Code

MPCN (Manpower Control Number) is 10 characters that start with WIA (WI – is our state code and A for air) followed by seven numbers. Example is WIA0850125. The MPCN is used on the HRMD (Human Resources Manning Document) to identify the manpower requirement from the UMD (Unit Manning Document).

Program Element Code is a code used to identify the program or subdivision of programs within the Presidential Budget and the USAF Financial Program that provides the authority and funds for a requirement.

PEC Codes	ANG Program Element Codes
00051216G	ANG F-16 AIR DEF
00051411G	KC-135 SQUADRONS -ANG
00052608G	TRAINING AIRCRAFT (ANG)
00052620G	F-16 SQ-ANG
00052625G	SECURITY FORCES (ANG)
00052672G	TAC AIR CONTROL-GROUND (ANG)
00052889G	COUNTER NARCOTICS-ANG (UAF ONLY-NO FYDP)
00053110G	ANG AIR TRAFFIC CONTROL
00053112G	WEATHER SERVICE -ANG
00055167G	PREP AGAINST WMD (ANG)
00055256G	ENVIRONMENTAL COMPLIANCE
00055393G	BASE COMMUNICATIONS (ANG)
00055879G	RPS (ANG)
00058150G	RECRUIT ACT-ANG
00058221G	MEDICAL READINESS UNITS-ANG
00059220W	RESERVE READINESS SUPPORT (ANG) STATE HQ
00059297G	RED HORSE SQUADRON -ANG
00059298G	HEADQUARTERS -ANG

PP-OCC-GRD
STP/GEOLOC: Pay Plan-Occupational Series-Grade-Step/Geographical Location

Pay Plan is a pay system, determined by work accomplished (GS/WG/WL/WS). GS - General Schedule includes “White Collar” jobs such as Professional, Technical, and Clerical. FWS - Federal Wage System includes “Blue Collar” jobs such as Crafts, Trades, and Labor.

Occupational Series is a four digit code that specifies a subdivision of an occupational group (associated or related occupations) consisting of positions similar as to specialized line of work and qualification requirements.

Grade/step of employee is the actual grade level and step that the tech is being paid at. In most cases it will be the same grade as the “Target Grade” unless the employee was not fully qualified for the grade level of the PD and is a trainee. If the employee is a trainee and not at the full grade of the position the employee should be under an IDP (Individual Development Plan) that specifies education and training required to qualify at the target grade of the position.

Geographical Location or the Duty Station Code is a 9 digit code that identifies the official duty location where the employee works. The codes are intended to facilitate the Federal civilian personnel community's ability to locate duty station names and codes for use in processing personnel actions and reporting workforce information to the Central Personnel Data Filed (CPDF).

Positions 1-2 identify the foreign country, U.S. possession, or U.S. administered area (if positions 1-2 are alphabetic) or the U.S. state (if positions 1-2 are numeric). A record with a code where positions 1-2 are alphabetic and positions 3-9 are zeros shows the name of the foreign country, U.S. possession, or U.S. administered area. A record with a code where positions 1-2 are numeric and positions 3-9 are zeros shows the name of the U.S. state. Note that the codes for U.S. state names are included for code translation purposes only, and are not valid for reporting to the Central Personnel Data File (CPDF).

Positions 3-6 identify the city.

For a U.S. state, positions 7-9 identify the U.S. County. A record with a code where positions 3-6 are zeros and positions 7-9 are not zeros shows the name of the U.S. County. Note that for a foreign country, U.S. possession, or U.S. administered area, positions 7-9 are zeros.

TGRD: Target Grade

The target grade is the classified grade of the position found on the PD (item number 15 on the OF-8 of the PD). For AGR positions it is the authorized military grade (funded grade) of the position.

POSITION TITLE:

The position title is found on the PD in item number 15 on the OF-8. This is the official title and is prescribed by OPM classification standards. Only the prescribed title (to include parenthetical if it is part of the official title on PD) may be used on official documents relating to a position; e.g., position description and personnel actions.

Auth Grade/AFSC:

Authorized Grade pertains to AGR positions and appears as the military grade abbreviation. It identifies the authorized grade (funded) grade which is not necessarily the grade required as identified by manpower standard or analysis. If the position is a tech position "other" will appear in column.

AFSC (Air Force Specialty Code) is an alphanumeric six-character code that identifies a particular trained specialty. The last character for officers is numeric and designates organizational level of assignment while for enlisted the last character is either a letter which identifies an area of focus or is a blank character. AFSCs are continually reviewed with HQ USAF issuing updated listings a minimum of twice a year. These changes are provided to the entire personnel community and are available via the AF Portal.

RSPLVL: Responsibility Level of Position (See "Supervisory Status Codes-DCPDS Table 498" below table for definitions of codes.

CODE_NAME	VALUE	DEFINITION
SUPERVISORY_STATUS	2	Supervisor or Manager
SUPERVISORY_STATUS	4	Supervisor (CSRA)
SUPERVISORY_STATUS	5	Management Official (CSRA)
SUPERVISORY_STATUS	6	Leader
SUPERVISORY_STATUS	7	Team Leader
SUPERVISORY_STATUS	8	Non-Supervisory

SUPERVISORY STATUS CODES – DCPDS TABLE 498

Excerpts from referenced sections of 5 USC Section 7103 have been inserted into the table where applicable.

Code **Name/Explanation**

2 Supervisor or Manager. Position requires the exercise of supervisory or managerial responsibilities that meet, at least, the minimum requirements for application of the General Schedule Supervisory Guide or similar standards of minimum supervisory responsibility specified by position classification standards or other directives of the applicable pay schedule or system.

4 Supervisor (CSRA). Position meets the definition of Supervisor in 5 U.S.C. 7103(a) (10), but does not meet the minimum requirements for application of the General Schedule Supervisory Guide.

5 USC 7103 dated 01/03/05 – Section 7103 (a) (10) states: "

"(10) "supervisor" means an individual employed by an agency 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, except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority;

5 Management Official (CSRA). Position meets the definition of Management Official in 5 U.S.C. 7103(a) (11), but does not meet the General Schedule Supervisory Guide definition of Supervisor/Manager or the definition of Supervisor in 5 U.S.C. 7103(a) (10).

5 USC 7103 dated 01/03/05 – Section 7103 (a) (11) states:

(11) "Management official" means an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency;

6 Leader. Position is titled with the prefix "Lead" and meets the minimum requirements for application of the Work Leader Grade Evaluation Guide; or meets similar minimum requirements for leader responsibilities specified by the job standards or other directives of the applicable pay schedule or system. Position is under a wage system or leads a team performing one-grade interval work.

7 Team Leader. Position is titled with the prefix "Lead" and meets the minimum requirements for application of the General Schedule Team Leader Grade-Evaluation Guide; position leads a team of General Schedule employees performing two-grade interval work.

8 All Other Positions. Position does not meet the above definition of Supervisor or Manager, Supervisor (CSRA), Management Official (CSRA), Leader, or Team Leader.

BUS: Bargaining Unit Status

CODE_NAME	CODE_VALUE	CLEAR_TEXT
REC_BUS_BARG_UNIT_STAT	7777	Eligible But Not In A Bargaining Unit
REC_BUS_BARG_UNIT_STAT	8888	Ineligible for Inclusion In A Bargaining Unit
REC_BUS_BARG_UNIT_STAT	9999	Detected Invalid Code During Conversion - Requires Correction
REC_BUS_BARG_UNIT_STAT	NG0000	Not Applicable
REC_BUS_BARG_UNIT_STAT	NG1340	ANG Tech Statewide NFFE (NG1340)
REC_BUS_BARG_UNIT_STAT	NG1350	ARNG Tech Statewide ACT (NG1350)

STAT: Status of position

Information identifies if the position is built for an AGR or tech. If the position is vacant it will state “VAC-TECH” or “VAC-AGR”. If the position is occupied by AGR it will state “AGR”.

If position is filled by a tech see table below for “Type of Appointment”.

CODE_NAME	CODE_VALUE	CLEAR_TEXT
TYPE_OF_APPOINTMENT	1A	Competitive - Career
TYPE_OF_APPOINTMENT	1C	Excepted - Career
TYPE_OF_APPOINTMENT	2A	Competitive - Career-Conditional
TYPE_OF_APPOINTMENT	2C	Excepted - Conditional
TYPE_OF_APPOINTMENT	3A	Temporary Appointment-NTE
TYPE_OF_APPOINTMENT	3C	Excepted Appointment-NTE
TYPE_OF_APPOINTMENT	4C	Excepted Indefinite

DUTY: Duty Status Code

CODE_NAME	CODE_VALUE	CLEAR_TEXT
DUTY_STATUS_CIVILIAN	00	No Action Pending
DUTY_STATUS_CIVILIAN	10	CAO PCS Reassignment
DUTY_STATUS_CIVILIAN	11	Separation(With Obligation)
DUTY_STATUS_CIVILIAN	20	LWOP-Mil
DUTY_STATUS_CIVILIAN	21	Furlough-Non-Military Over 30 Days
DUTY_STATUS_CIVILIAN	22	Furlough-Non-Military 30 Days or Less
DUTY_STATUS_CIVILIAN	23	Suspension Over 30 Days
DUTY_STATUS_CIVILIAN	24	Suspension 30 Days or Less
DUTY_STATUS_CIVILIAN	25	LWOP and Drawing Injury Compensation From OWCP
DUTY_STATUS_CIVILIAN	30	LWOP Over 30 Days (Except When Drawing Injury Comp)
DUTY_STATUS_CIVILIAN	31	LWOP 30 Days or Less (Except When Drawing Injury Comp)
DUTY_STATUS_CIVILIAN	32	Detail With Same CCPO
DUTY_STATUS_CIVILIAN	33	Detail To Another CCPO, Agency Etc
DUTY_STATUS_CIVILIAN	34	Pay-Status/Non-Duty Status (Interim)
DUTY_STATUS_CIVILIAN	89	Leave With Pay Pending Disability Retirement
DUTY_STATUS_CIVILIAN	90	Maternity Leave
DUTY_STATUS_CIVILIAN	99	SES/Faculty Sabbatical (Non-Duty Status With Pay)

Auth Code/Funded/Unfunded:

The last three columns are the Manpower Type which is used to identify the total wartime manpower requirements.

X Funded Full time requirement (authorized and required)
R Unfunded requirement (required only)

Requirements are the total number of positions that are validated through a manpower study which utilizes manpower standards (man-hour data, work load factors, manpower equations, etc.) to determine number of employees necessary to accomplish the tasks described in a work center description for varying levels of work load volume. In other words, the total number of people you should have in your organization to perform your mission as documented on the manning document.

Authorizations or Employment Authorizations are the actual number of individuals that may be employed in the state as listed on the manpower voucher. Technician authorizations correlate to dollars in each payroll account. The dollars come from the NGB budget folks and are distributed based on an average workday or work year cost. Total dollars received in the budget are usually less and rarely match the EAs since the allocation process considers employment lapse rate and the states' average workday/work year costs that occurred two fiscal years ago.

Recruitment and Placement

National Guard
Technician Personnel Management Course

Statutory and Regulatory References for Recruiting and Placement

- 5 USC 2301 - Merit System Principles
- 5 USC 2303 - Prohibited Personnel Practices
- NGB Technician Personnel Regulations – TPR 300-series
- 5CFR 300s
- Local Merit Placement Plans
- Labor Union Agreements

2

MERIT SYSTEM PRINCIPLES & PROHIBITED PERSONNEL PRACTICES

Legal Obligations
Ethical Obligations

3

Merit System Principles - 5 USC 2301
-- *Understanding Them and Applying Them*

and

Prohibited Personnel Practices - 5 USC 2302
-- *Recognizing them and Avoiding Them*

4

Merit System Principles

- Recruit Qualified Individuals from Appropriate Sources
- All Employees and Applicants Should Receive Fair and Equitable Treatment in All Aspects of Personnel Management
- Provide Equal Pay for Work of Equal Value
- Maintain High Standards of Integrity, Conduct, and Concern for the Public Interest
- Manage Employees Efficiently and Effectively

5

Merit System Principles

- Retain or Separate Employees on the Basis of Performance
- Educate/Train Employees When It will Result in Better Organizational or Individual Performance
- Protect Employees from Arbitrary Action, Personal Favoritism or Coercion for Political Purposes

6

Prohibited Personnel Practices

- Employees who have authority to take, direct others to take, recommend, or approve any personnel action ***Shall Not*** . . .
- Discriminate For or Against Any Employee or Applicant on the basis of: race, color, religion, sex, national origin, age, handicapping condition, marital status, or political affiliation

7

Prohibited Personnel Practices

- Solicit or Consider any Recommendation or Statement Not Based on Personal Knowledge or on Records of Performance, Ability, Aptitude, General Qualifications, Character, Loyalty or Suitability
- Deceive or Willfully Obstruct Any Person with Respect to Such Person's Right to Compete for Employment

8

Prohibited Personnel Practices

- Influence a Person to Withdraw from Competition for Any Position
- Grant *Any* Preference or Advantage Not Authorized by Law, Regulation, or Rule to Any Employee or Applicant.
- Appoint, Employ, Promote, or Advance a Relative
- Take or Fail to Take, or Threaten to Take or Fail to Take, a Personnel Action Against a Whistleblower, Whether an Employee or an Applicant

9

Prohibited Personnel Practices

- Retaliate Against Employees or Applicants Who Exercise Their Appeal Rights, Testify, or Cooperate With an Inspector General or Special Counsel, or Refuse to Violate a Law
- Discriminate Based on Actions Not Adversely Affecting Performance
- Violate Any Law, Rule, or Regulation Implementing or Directly Concerning the Merit System Principles

10

OVERSIGHT AGENCIES

- Office of the Comptroller General, General Accounting Office (CG/GAO)
- Equal Employment Opportunity Commission (EEOC)
- Office of Special Counsel (OSC)
- Office of Personnel Management (OPM)
- Department of Defense, Civilian Personnel Management System, Inspector General (DoD/CPMS/IG)
- National Guard Bureau (NGB)

11

Merit Promotion & Placement

- Merit Promotion & Placement is the Process We Use to Consider Internal Candidates for Competitive and Non-Competitive Placement
- Wisconsin Merit Promotion & Placement Plan
  - HRR335-1 determines the Policies and Procedures.

12

Merit Promotion & Placement Plan

Requirement One:

- HRR 335-1 is available in writing to the Technicians and Public
- Identify Types of Positions, Actions, and Exceptions to competition
- Ensure Placement Without Regard to Marital Status, Political Affiliation, or EEO Considerations

(Use The Local Affirmative Employment Plan For Guidance)

13

Merit Promotion & Placement Plan

Requirement Two:

- Identify Broad Areas of Consideration to Ensure Availability of High-quality Candidates
- Ensure Technicians, Who are Within the Areas of Consideration but Are Absent For Legitimate Reasons, are Considered for Promotion (e.g., LWOP-US, Mobilization, Detail)

14

Merit Promotion & Placement Plan

Requirement Three:

- Use NGB Qualifications Standards to Evaluate Applicants for Dual-status Positions; OPM Standards for Non-dual Status Positions
- Ensure Candidates Meet Minimum Qualifications Prescribed for the Position
- Ensure Procedures Used to Identify, Qualify, Evaluate and Select Candidates are Based on Job-Related Criteria

15

Merit Promotion & Placement Plan

Requirement Four:

Management Has the Right to:

- Select or Not Select From Properly Referred/Best-Qualified Applicants
- Select Candidates from any Appropriate Source Most Likely to Best Meet Mission Objectives

16

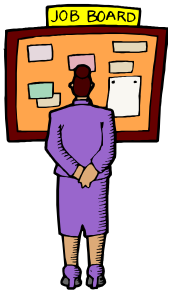
Merit Promotion & Placement Plan

Requirement Five:

- Maintain Sufficient Records to Reconstruct Each Placement Action
- Retain Records for a Minimum of Two Years or, if a Grievance is Pending, Until Resolution

17

Getting Started



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Competitive Procedures

- Non-Applicable
- Discretionary
- Non-Applicable

19

Competition is Not Required

- May be Appointed, Promoted, Reassigned, Etc. Without Competition if They Have Previously Held the Position Being Filled
- If The Promotion is a Career Ladder Promotion and the Original Competition Clearly Established the Promotion Potential
- A Promotion is a Result of Accretion of Duties
- The Appointment or Promotion is Temporary Not to Exceed 8 pay periods

20

Competition is Not Required

- Promotion due to position upgrade resulting from the application of new classification standard or correction of a new classification error.

21

Competition is Discretionary

Promotion Resulting From a Position Upgrade *Provided*:

- There Are No Other Technicians at the Same Grade, Performing Substantially the Same Function, in the Same Unit
- The Technician Continues to Perform Same Basic Function
- There is No Adverse Impact on Another Encumbered Position
- The Technician Meets Eligibility Requirements

22

Competition is Discretionary

- Placement in a Position With No Higher Promotion Potential Than Previously Held or Competed For
- Time Limited Promotions
- Details to Higher Graded Positions
- Repromotion When Demoted Without Personal Cause or at Own Request
- Special Consideration After Failure to Receive Proper Consideration

23

Competition Is Required

- Permanent Appointments, Promotions
- Temporary Appointments, Promotions Over 8 Pay Periods
- Detail to Higher Graded Positions Over 8 Pay Periods
- Reinstatement to a Higher Graded Position Than Previously Held

24

Competition is Required

- Transfer (From Another Agency) to a Higher Graded Position Than Previously Held
- Reassignment, Demotion, Transfer Or Reinstatement to a Position with Greater Promotion Potential Than Previously Held or Competed

25

Non-Competitive Procedures May Apply

Candidates May Be Reassigned Without Competition When:

- The Reassignment is to Another Position of the Same Grade With No Known Promotional Potential.
- The Reassignment is as a Result of Failure to Meet Requirements of a Performance Improvement Plan
- Placement as a Result of Reorganizations, Reductions in Force or Realignments

26

Non-Competitive Procedures May Apply

Candidates May be Reassigned or Promoted Without Competition:

- When the Candidate Was Denied "Proper Consideration" as Result of an Error
- When Exercising Reemployment or Return Rights to a 'Similar' Position
- When Being Restored to Duty From Workers' Comp

27

SUPERVISORY RESPONSIBILITIES

- **Identify the Knowledge and Skills Needed for Your Organization**
- **Be Aware of Budgetary Constraints**

28

Supervisory Responsibilities

Anticipate Vacancies and Personnel Actions That Will Support the Transformation of the National Guard:

Promotions
Reassignments
Details
Retirements
Resignations

29

Supervisory Responsibilities

- **Determine how to fill positions**
  - **Permanent, temporary or indefinite**
  - **Full-time or part-time**
- **Complete an Electronic SF52 Request**
- **Route to HRO/HR Remote in DCPDS**

30

Supervisory Responsibilities
(Job Announcements)

- Area of Consideration
- Determine the potential applicant pool and recruitment sources prior *to announcement*
- Positions may be announced simultaneously as Dual Status and Non-dual Status

31

Supervisory Responsibilities
(After Job Announcement Closes)

Initiate the selection process:

- Conduct interviews as negotiated in your union contract or as defined in the Wisconsin Merit Promotion and Placement Plan
- Apply consistent interview techniques with all candidates

32

Uniform Guidelines on Employee Selection Procedures

- Elements used must be job-related
- Apply to both internal and external hiring practices

33

Key Interviewing Rules

- Develop a standardized list of interview questions
- Tailor questions relevant to the job
- Avoid questions that violate Equal Employment Opportunity laws
- Ask open-ended questions

34

USA Staffing & USA Jobs

35

Compensation Flexibilities

Develop and Implement Compensation Strategies to Ensure the Effective Recruitment and Retention of a Quality Workforce

36

Hiring Flexibilities:

- Recruitment Incentive [5 CFR 575]
- Referral Incentive [5 CFR 451]
- Relocation Incentive [5 CFR 575]
- Retention Incentive [5 CFR 575]
- Student Loan Repayment [5 CFR 537]

37

Hiring Flexibilities

Appointment Above the 'Minimum Entry Rate'

-- Superior Qualifications

-- Special Need

Appointments made above the minimum rate must be approved by the HRO prior to the effective date of the appointment.

38

Workforce Restructuring, Realignment, Reorganization & Reduction in Force

39

Reduction In Force

(RIF)

Involuntary loss of job status due to organizational changes

40

What Causes a RIF

- Budget Deficits
- Force Structure Changes
- Unit Deactivations
- Unit Relocation
- Unit Consolidations or Reorganizations
- Aircraft Conversions or Reductions

41

Potential Effects of RIF

- Displacement
- Change to Lower Grade
- Furloughs – 30 days or more
- Separation

42

Management Responsibilities

- Keep managers, supervisors, and their subordinates informed
- Determine what positions are needed to perform the continuing mission
- Ensure technician personnel records and position descriptions are current and valid
- Ensure technician performance records are current and accurate

43

Workforce Restructuring

the Human Resources Staff Shall:

- Conduct interest surveys and determine retirement eligibility
- Institute outplacement assistance
- Accomplish qualifications update and review
- Establish re-training programs

44

Workforce Restructuring

- the Human Resources Staff Shall:
- Work to avoid or minimize involuntary separations
- Use vacancies to place surplus technicians
- Obtain Voluntary Early Retirement Authority and Voluntary Separation Incentive funding for those who agree to resign or retire

45

Workforce Restructuring

the Human Resources Staff Shall:

- Identify Options Available to Avoid Involuntary Separations
- Project Education and Training Requirements of The Remaining Staff
- Process Actions in a Timely Manner

46

Workforce Restructuring

The Human Resources Staff and Management Shall:

- Conducts a "Needs Analysis Review" of The Organization
- Identify Positions (Types, Numbers and Locations) That Are/Will Be Excess Because of The Activity's Revised or Reduced Mission
- Determine What Positions Are Needed to Perform The Continuing Mission

47

"Needs Analysis Review"

- Options Available to Avoid Involuntary Separations
- Education and Training Requirements of The Remaining Staff
- Cost/Savings Analysis

48

Voluntary Early Retirement Authority (VERA)

Purpose:

- To Allow Eligible Employees Not Facing Involuntary Separation to Retire Early Creating Vacancies That Can be Filled by Technicians Who Would Otherwise be Separated or Down Graded

49

Voluntary Separation Incentive (VSIP)

Purpose:

- To encourage eligible employees to retire or resign voluntarily for Federal Service
- Paid in Lump sum or in bi-weekly service

50

Separation Incentives

May Be Used To:

- Reshape and Reduce The Workforce
  - Avoid Need For Involuntary Separation
  - Create Vacancies For The Placement Of Technicians Subject to RIF Separations

May Be Offered Any Time/Location Where:

- Acceptance Results in Aggregate Net Savings Over a 2-year Period And Where Such Savings Avoids Involuntary Separations

51

Separation Incentives

Eligibility and Conditions -

- Employee cannot be a reemployed annuitant
- Employee must be employed for last 12 months
- Employee cannot have a pending or approved disability retirement
- Employee must be serving on an appointment without time limits

52

Separation Incentives

Ineligibility -

- Occupying a "hard to fill" position
- Receiving a retention allowance
- Covered by a Service Agreement
- Occupying a special salary position
- Accepted another Federal position

53

Separation Incentives

- Pay incentives to those who voluntarily retire or resign
- Lesser of severance pay or $25K
- Offered 30 days before RIF announcement
- Creates vacancies for abolishment or placement of surplus technicians
- Justified only when/if cost savings result

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REDUCTION IN FORCE (RIF)

Technician benefits:

	PERMANENT STATUS
– Grade/Pay Retention	Yes
– Severance Pay	Yes
– Retirement	Yes
– Health Benefits	Yes
– Life Insurance	Yes
– Thrift Savings Plan	Yes
– Unused Annual Leave	Yes

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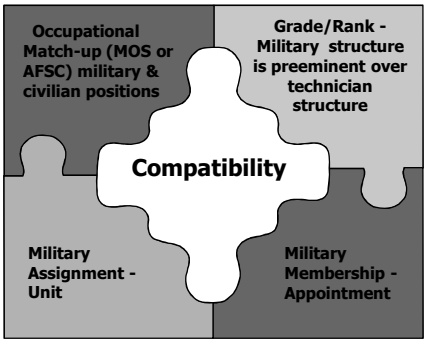

56

Compatibility

- The fundamental precept of the National Guard Military Technician Program is that all Dual Status technicians are required to be members of the National Guard and must have a compatible military assignment
- Compatibility is a statutory requirement [32 U.S.C. 709], critical to full-time management

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Compatibility

- The primary military skill set for a technician position is that of the military core position on the MTOE/TDA/UMDA
- The MOSs and AFSCs will closely align military qualification requirements required for the technician position
- Military technicians are assigned to a military position in the same unit in which they are employed or, in a unit that is directly supported by the employing activity when authorized and directed

58

Compatibility

- Must follow military protocol for traditional rank structure (military rank inversion is not permitted)
- All dual status technicians must continue to maintain proper military membership (branch of service, grade, occupational specialty, unit of military assignment)

Grade Inversion is <u>NOT</u> permitted

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Statutory and Regulatory Requirements

- Title 10, United States Code - Armed Forces
- Title 32, United States Code - National Guard
- DoD Directive 1205.18 - Full-Time Support (FTS) to the Reserve Components
- TPR 303 - Military Technician Compatibility, August 2005

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Regulatory Compatibility Guidance

- AFOCD, Officer Classification Directory
- Establishes Air Force Officer Structure
- Defines Specialty

- AFECD, Enlisted Classification Directory
- Establishes Air Force Enlisted Structure
- Defines Specialty

61

Regulatory Compatibility Guidance

- AR 611-1 - Military Occupational Classification Structure Development & Implementation Prescribes Officer, Warrant Officer and Enlisted Classification Structures
- DA Pam 611-21 * - Military Occupational Classification and Structure
- Provides guidance to commanders, personnel managers, proponents, and combat and material developers

* Implements the policy contained in AR 611-1

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Incompatible Conditions

- Loss of military membership = separation
- Failure to meet a requirement of the position

Reference: Technician Personnel Regulation (TPR) 715 - "Voluntary & Non-disciplinary Actions"

63

Request for an "exception" to compatibility or assignment criteria:

- Must include an solid justification as to why current criteria is insufficient to meet the units needs.
- Must be comprehensive enough to allow TAG to understand the rationale for proposed action
- Must include recommendation or proposed resolution
- See Compatibility Guide for clarification

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Questions?

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Interviewing Techniques for Wisconsin National Guard Supervisors

Prior to conducting interviews, selecting supervisors should read this pamphlet carefully. It presents a description of interviewing "do's and don'ts", a review of proper and improper interview topics, and a format for evaluating interview questions responses.

A. DO'S

1. Know what kind of worker you want in terms of the specific job related knowledge, skills and abilities (KSA's) which are necessary for the position.

2. Review each candidate's background relative to the attributes the position requires.
   a. Review the applications
   b. Call previous employers to verify application information.

3. Know the current female and minority composition of your workforce. Know what it should be!

4. Interview all candidates in the same manner. Write out an interview plan. All candidates must be asked the same questions. Use a standard list of questions. Spend approximately the same amount of time with each individual. Applicants must agree to any deviations from the norm. If a panel is used, the same members must be present for all interviews.

5. Open the interview formally. The interview should begin promptly but not abruptly. Be cordial. Make sure the individual understands the purpose of the interview. It is customary and effective to begin with a familiar topic such as where s/he presently works or what s/he does. As soon as s/he is accustomed to the surroundings and before the conversation lags, the actual interview should begin.

6. Ask only job related questions that focus on the actual experience. Have pre-developed questions that are relevant to performing the job. The objective is to evaluate the quality of the candidate's experience. Ask open-ended questions. Stay away from close-ended questions. Close-ended questions can only be answered "yes" or "no" or with only one word, thereby not really encouraging or requiring the person to share any information.

7. Listen. Being a good listener is important but not always easy. Good listening implies a genuine interest in what the individual has to say. Remember that the interviewee should talk at least 75% of the time. Listen to what is not said as well as what is said. Avoiding a direct answer is significant.

THIS PAMPHLET NEEDS TO BE RETURNED TO THE HUMAN RESOURCES OFFICE UPON COMPLETION OF THE INTERVIEW PROCESS.

8. Ask only one question at a time. The interviewer should lead the conversation by means of a few well-directed queries asked of the individual in logical sequence and one at a time. When the question is asked, allow sufficient time for the individual to answer in his/her own words. Clarify questions when needed. Allow candidates to ask questions as well.

9. Make decisions precisely. Candidate response should be evaluated according to a rating scale (see Section E). These decisions should be made with definite reasons in mind so that they are based on known facts. These should be clearly reflected in the interviewer's notes.

10. Record data promptly. Thoroughness in recording information is essential.

11. Give the candidates an idea of what the fixed requirements of the job are and the working conditions.

12. Indicate when and from whom the candidates can expect to hear from regarding the selection made

B. DON'TS

1. Don not ask leading questions which have an obvious response.

2. Do not use specialized terminology, jargon or acronyms which might prevent candidates from understanding your questions.

3. Do not ask insensitive questions or questions which are not job related.

4. Do not develop an overall impression either favorable or unfavorable based on only a portion of the total information about the individual. For example, if a candidate's personal appearance makes a particularly favorable or unfavorable impression on the interviewer, this should not affect how the interviewer rates the candidate in terms of verbal skills, job experience, etc.

5. Do not inject your own characteristics into the interview. Do not assume that only a duplicate of the interviewer can be successful.

6. Do not evaluate candidates based on largely subjective concepts. Avoid judging vague areas as "attitude, motivation and potential" unless you can link these directly to objective criteria. Do not evaluate candidate's "body language" unless you really know something about "body language".

7. Do not display impatience. Do not sit on the edge of the chair.

8. Do not adopt a patronizing or indifferent attitude. Be businesslike and sincere. Do not look down upon a candidate or expect him or her to look up

to you.

9. Do not be misled into overestimating those who talk a great deal. Consider what is being said rather that the amount. In some instances a great amount of talking may result in very little information.

10. Do not commit yourself prematurely. There are basic procedures to be followed in connection with Federal employment. To inform individual that they did very well or predict the outcome of the interview is unsafe. The applicant will be informed through a pre-described procedure of the interview results. Do not discriminate. Do not judge an applicant based on criteria which are unrelated to probable success on the job.

11. Questions related to "EEO" issues are "NO-NO's" (e.g., those related to race, color, religion, sex, marital status, national origin, age and disability).

C. SUGGESTED INTERVIEW QUESTIONS

- In your last job, what were some of the things that you spent the most time on, and how much time did you spend on each?
- What are some of the things in your job you feel you have done particularly well, or in which you have achieved the greatest success, and why do you feel this way about them?
- What were some things about your job that you found difficult to do, and why do you feel this way about them?
- What were your biggest work and not-work accomplishments during the past two years?
- What new skills or capabilities have you developed over the past year?
- How did your job description change while you held it?
- What kind of decisions do you typically make in your job? On what type of decisions do you check with your boss?
- Give an example of a problem you had to work at ant tell me how you solved it.
- Give an example of a time when you had to be relatively quick in coming to a decision.
- What is the most creative work related project you've been involved in?
- Have you ever hired or fired someone?
- Describe the most significant written document/report/presentation that you had to complete.
- Tell me about a time when you had to go above and beyond the call of duty in order to get a job done.
- Describe a time on your job when you confronted problems or stresses that tested your coping skills. What did you do?
- What did you do on your last job in order to build teamwork and/or motivation?

- Give an example of a time when you were able to effectively communicate with another person even though that person may have disliked you.
- Describe an important goal that you've set in the past and tell me about your success in reaching it.
- Give me two examples of good decisions you have made in the last six months. Why were they good? What were the results? What were the alternatives?
- What were the toughest decisions you made at your last job? What were the results?
- What are some of the best ideas you've sold to your boss? How did you do it?
- What interests you about our job?
- What would you want to accomplish in your first six months in this position?
- What is your overall career objectives? What are some of the things, outside of your job, that you have done, or that you plan to do, that will assist you in reaching this objective?
- What are the most important rewards you expect in your career?

D. PROPER AND IMPROPER INTERVEIW SUBJECTS

Subject	**Improper**	**Proper, if job related**
Age	Any questions which tend to identify applicants 40-59 years of age. Ex. "How long have you been a registered voter?"	None. (The HRO may verify age, if necessary, to ensure that legally set age limits are met).
Citizenship	Are you a citizen of the United States? Are your parents and/or spouse US citizens? When did you become a US citizen? Are you /your spouse/your parents native born or naturalized?	None. (The HRO may verify citizenship requirements if the exist for the job to be filled).
National Origin	What is your National Origin? What language do you speak at home? What is your native tongue?	None.
Race/Color	Any comment or question which directly or indirectly relates to race or color.	None.
Religion	What church do you attend? What is your religion? What religious holidays do you observe?	None.

Subject	Improper	Proper, if job related
Sex	Any inquiry or comment as to gender. What are your plans for having children? Do you mind having a male/female supervisor? Can you work with a group of men/women?	None.
Work Schedule/ Availability for Travel	Any questions relating to child care, ages of children, or other non-job-related areas.	If the job to be filled has special requirements, these conditions may be stated. Ex. In this job, you would have to travel one week in every month. Does this present a problem for you?
Marital Status	Are you married/divorced/separated/widowed? With whom do you live? Do your children live with you? What ages are your children? Is your husband or wife in the military?	None. (The HRO may verify if other family members work in the organization, if it is relevant to program requirements).
Education	Any question asking the specific nationality, racial, or religious affiliation of a school. Any question asking for general education level, not relating specifically to the job to be filled.	Questions related to the job to be filled and how the applicant's academic, vocational, professional, and/or education may fulfill the KSA's.
Organizational Affiliation	To what organizations, societies, and/or clubs do you belong? Avoid mentioning or asking about any whose name or character indicates the race, religion, creed, color, national origin, or ancestry of its member.	Questions related to the job to be filled and how the candidate's participation in the organization may fulfill the KSA's.
Police Record	Have you ever been arrested?	If the job to be filled has special requirements, such as bonding, the following may be stated – "In order to fill this position, you must be bonded. Would this present a problem?

Subject	Improper	Proper, if job related
Military Discharge	Were you honorably discharged from active Federal Military Service?	None. (The HRO may verify this, if there is a job-related requirement to do so).
Economic Status	Do you have a good credit rating? Do you have any trouble paying bills or with collection agencies?	None.
Personal Plans	Do you plan to live in this area for long?	None.
Participation in other non-job-related activities.	Do you plan to take savings bonds? Do you participate in the Combined Federal Campaign?	None.

E. EMPLOYMENT INTERVIEW WORKSHEET

Position: _____ Job Number: _____

Name of Candidate: _____

Question #	Importance (If used)	X	Rating =	Score
_____	_____			
_____	_____			
_____	_____			
_____	_____			
_____	_____			
_____	_____			
_____	_____			
_____	_____			
_____	_____			

Total _____

NOTES: _____

_____

_____

_____

_____

Date: _____ Signature of Panel Member: _____

Title of Panel Member: _____

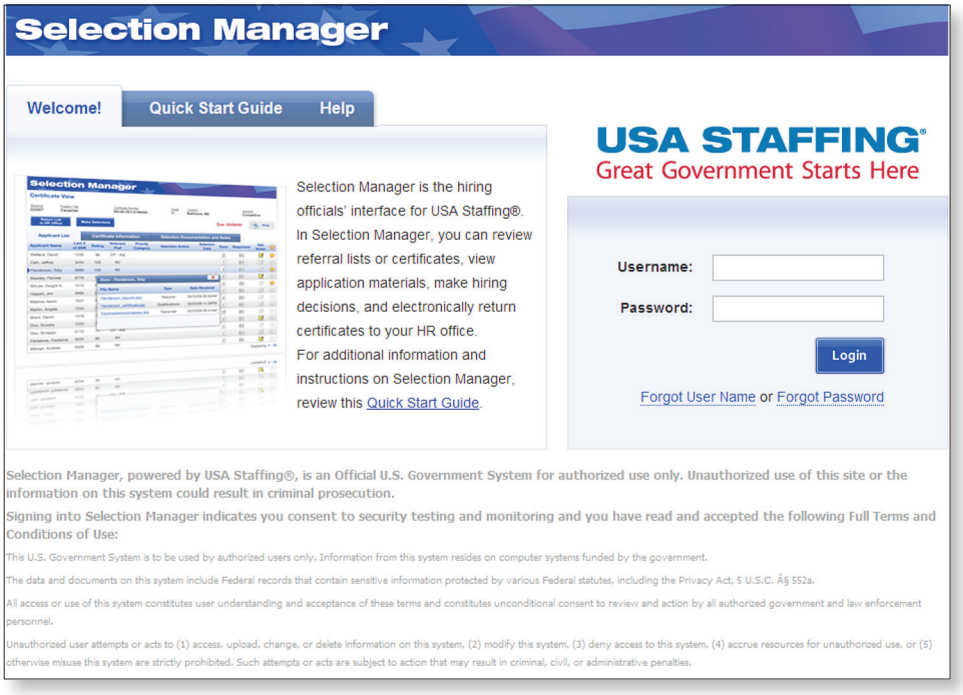
Selection Manager: Quick Start Guide

PART 1: GENERAL INFORMATION

Selection Manager is the hiring official's interface for USA Staffing. In Selection Manager, you will be able to access certificates/referral lists, review and print application materials, make hiring decisions, and return certificates electronically to the human resources (HR) office. The URL for Selection Manager is: https://selectionmanager.usastaffing.gov.

Logging In

You will receive an e-mail to access Selection Manager when a certificate is issued to you. If you are accessing the system for the first time, you will receive an e-mail with your user name and instructions to create your password. On your first login you will be required to read and accept the ***Rules of Behavior***.



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PART 2: SYSTEM NAVIGATION

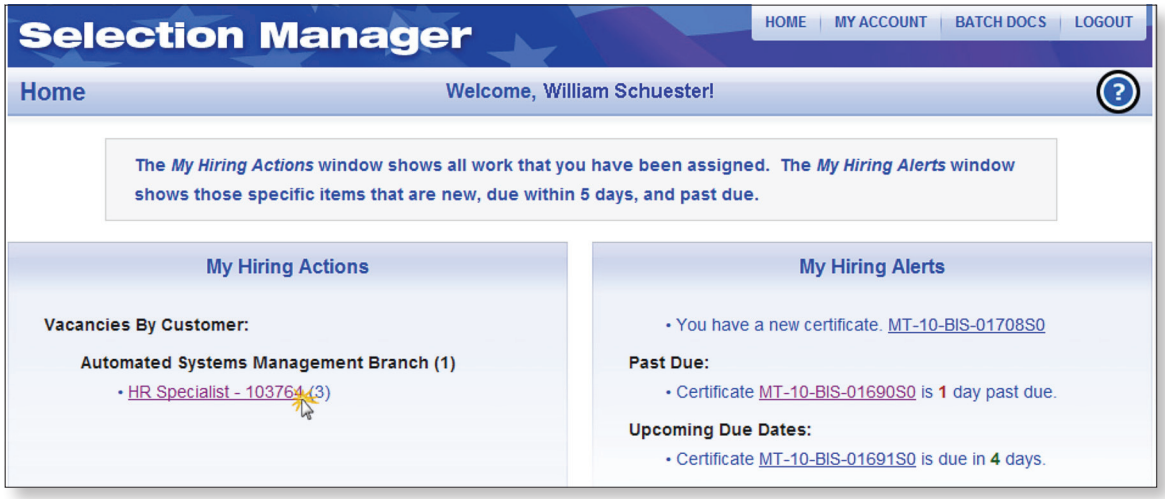
The system will display the following four navigation buttons on the top right area of each screen:

- ***Home.*** This button returns you to the ***Home*** page where you can see a summary of your hiring actions and alerts.
- ***My Account.*** This button allows you to update your Selection Manager profile, change your password, and customize Selection Manager e-mail reminders.
- ***Batch Docs.*** This button serves as a repository (storage area) for print requests.
- ***Logout.*** This button ends your Selection Manager session.

PART 3: ACCESSING CERTIFICATES/REFERRAL LISTS

The Selection Manager ***Home*** page is divided into the following two sections:

- ***My Hiring Actions.*** This section displays vacancies and associated certificates issued to you.
- ***My Hiring Alerts.*** This section displays notifications for new certificates, certificates due within five days, and overdue certificates.

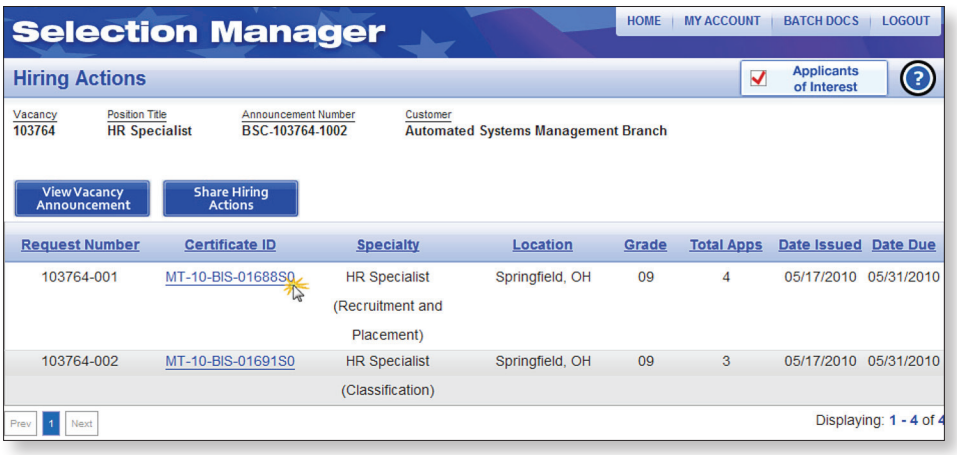


To access available certificates for a vacancy, click the link under the ***My Hiring Actions*** section of the ***Home*** page (for example, HR Specialist-103764). This will take you to the ***Hiring Actions*** page for the selected vacancy.

Hiring Actions Page

The ***Hiring Actions*** page displays a summary of the vacancy information and lists the associated certificates by request number.

To access a specific certificate, click the link under the Certificate ID column (for example, MT-10-BIS-01688S0). This will take you to the ***Certificate View*** page.

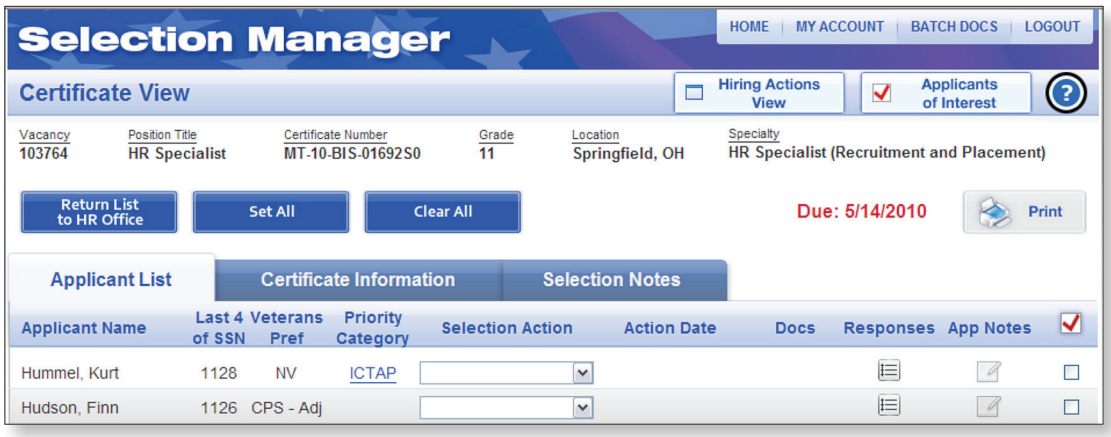


PART 4: REVIEWING APPLICANTS

Certificate View Page

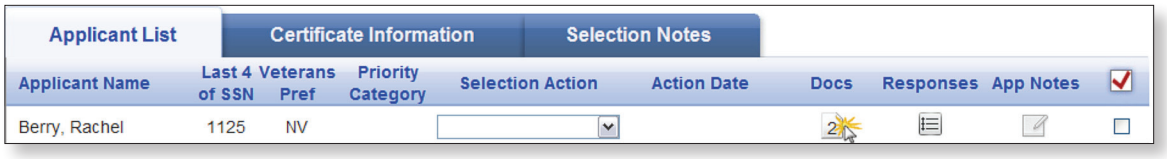
The ***Certificate View*** page displays the following three tabs:

- ***Applicant List.*** This tab displays the list of applicants certified. It allows you to make selection actions, view supporting documents and questionnaire responses, add applicant notes, and mark applicants of interest.
- ***Certificate Information.*** This tab indicates the referral method used by HR to generate the certificate and contains certificate instructions.
- ***Selection Notes.*** This tab allows you to view and add selection notes at the certificate level.

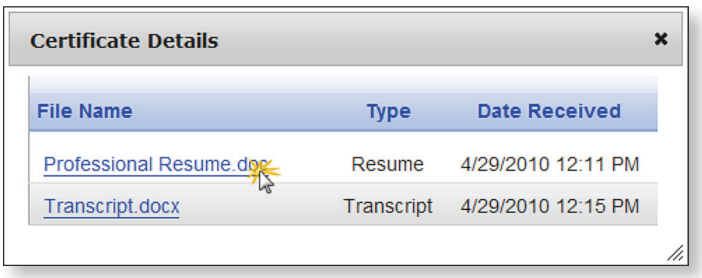


Viewing Supporting Documents

On the ***Applicant List*** tab, you can view an applicant's resume and other supporting documents by clicking on the icon in the Docs column.

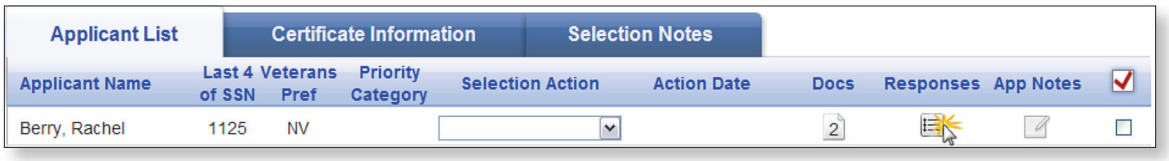


This will open the ***Certificate Details*** dialog box, which lists links to the supporting documents. Click a link to view the document.

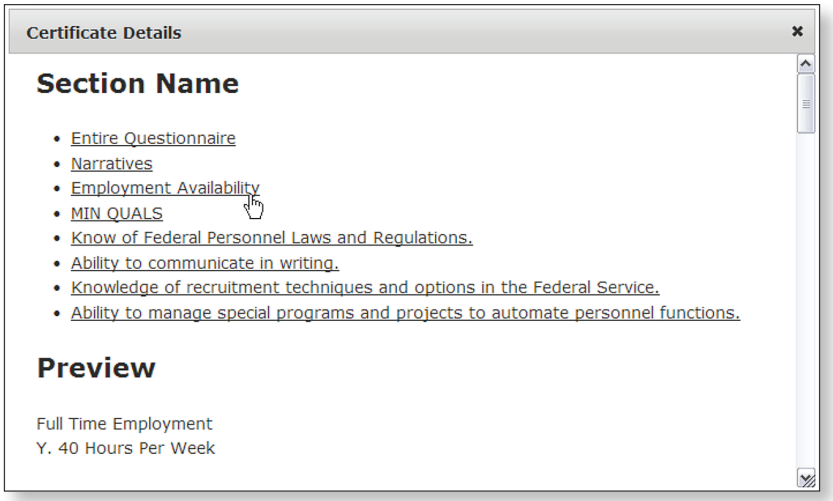


Viewing Questionnaire Responses

On the ***Applicant List*** tab, you can view an applicant's responses by clicking on the icon in the Responses column.

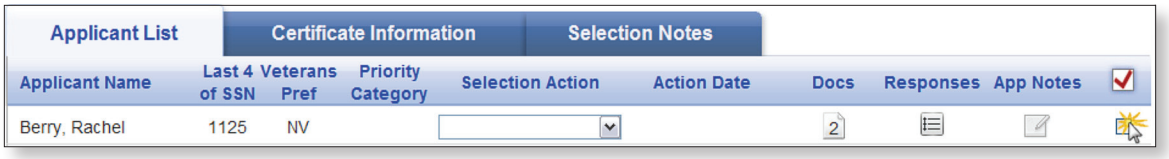


A ***Certificate Details*** dialog box containing the applicant's questionnaire responses will open.



Marking Applicants of Interest

The ***Applicants of Interest*** feature allows you to highlight applicants to share with other users or review at a later date. You can mark applicants of interest by checking the box under the check mark column on the ***Applicants List*** tab. These applicants can be viewed by clicking the ***Applicants of Interest*** button on the ***Certificate View*** page. You have the option to batch print supporting documents and questionnaire responses for marked applicants.

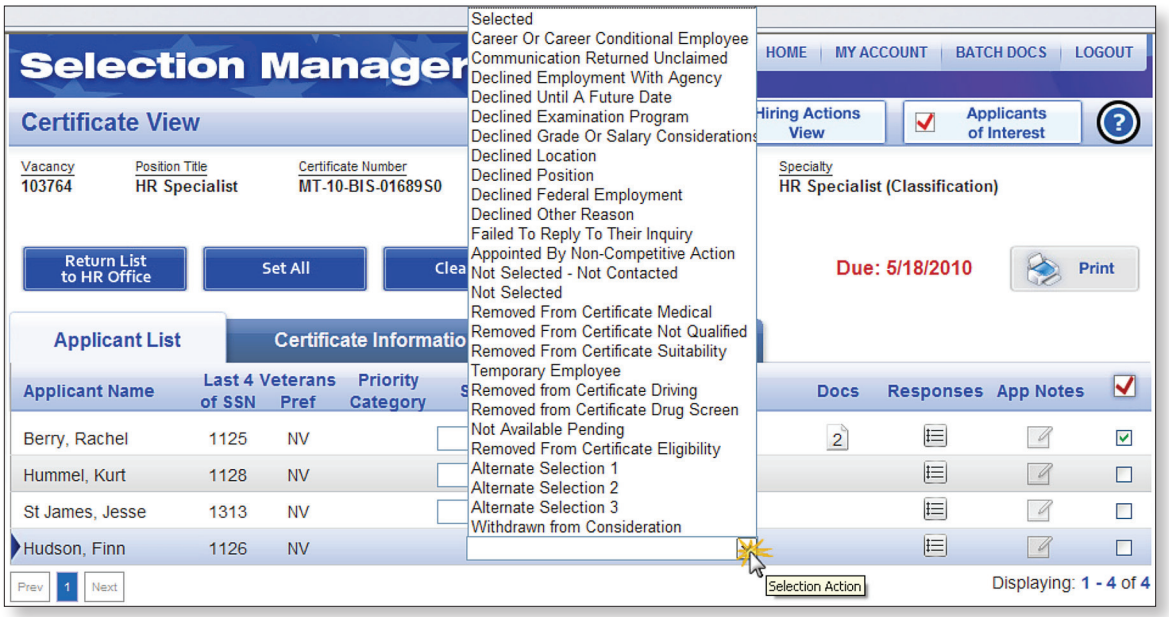


Printing Application Materials

The print function in Selection Manager provides a variety of options. You can print the Certificate/Referral List, Questionnaire Responses, and/or Supporting Documents. All print requests can be accessed by clicking the ***Batch Docs*** button on the system navigation bar. The ***Batch Docs*** button serves as a repository (storage area) for all print requests.

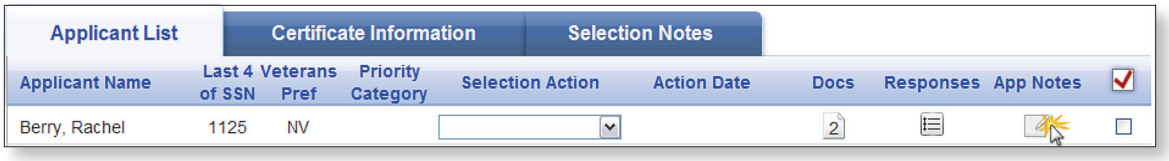
PART 5: MAKING SELECTION ACTIONS

On the ***Applicant List*** tab, you will see the ***Selection Action*** column which contains a drop-down list for each applicant on the certificate. Choose the appropriate selection action from this list for each applicant. To set multiple applicants with the same selection action, or mark a certificate as cancelled or unused, click the ***Set All*** button on this page.



PART 6: ADDING APPLICANT OR CERTIFICATE NOTES

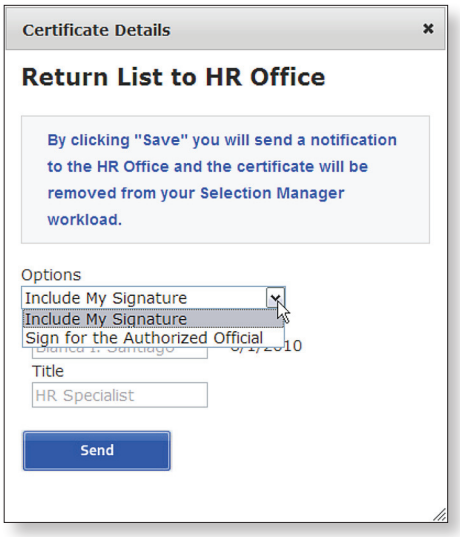
Selection Manager allows you to add notes for applicants or for the entire certificate. The applicant notes feature is located on the ***App Notes*** column of the ***Applicant List*** tab. To add, view, modify, or delete applicant notes, click the icon in this column. These notes can be viewed by the servicing HR office when the certificate is returned and will be retained in USA Staffing.



The selection notes feature is located on the ***Selection Notes*** tab of the ***Certificate View*** page. In this tab you can add, view, modify, or delete selection notes at the certificate level. These notes can be viewed by the servicing HR office when the certificate is returned.

PART 7: RETURNING A CERTIFICATE TO HR

You must return certificates to the HR office for auditing purposes. To return a certificate, click the ***Return List to HR Office*** button on the ***Certificate View*** page. On the ***Certificate Details*** dialog box, select the appropriate signature option from the drop-down list. You have the option to include your signature or sign for the authorized (selecting) official if this was delegated to you. When signing for the selecting official, you must enter their ***Name*** and ***Title***. Click the ***Send*** button to return the certificate. Once you click ***Send***, the certificate will be removed from the ***Hiring Actions*** list on your ***Home*** page. You will no longer have access to the certificate or applicants' documentation.



PART 8: UPDATING YOUR ACCOUNT

To update your Selection Manager account information click the ***My Account*** button in the top right navigation bar. On the ***Account Management*** page, you can update or change your profile information, login information, and/or notification preferences.

PART 9: GETTING HELP

For additional information and instructions for using Selection Manager, click the question mark icon located on each screen or click the following link http://help.usastaffing.gov/selectionmanager.

DEPARTMENT OF MILITARY AFFAIRS
Joint Force Headquarters - Wisconsin
Madison, Wisconsin 53708-8111
01 June 2009

*WING-HRR 335-1

Manpower and Personnel / J1 – Federal Technician Employment

Merit Placement Plan

FOR THE ADJUTANT GENERAL:

KENNETH A. KOON
COL, FA, WIARNG
Dir., Manpower and Personnel/J1

Summary. This regulation updates the merit placement procedures for Federal Air and Army National Guard Military Technicians.

Applicability. This regulation applies to all Joint Force Headquarters elements, the Wisconsin Army National Guard, and the Wisconsin Air National Guard.

Proponent. The proponent for this regulation is the Director, **Manpower and Personnel** /J1.

Suggested improvements. Users are invited to send comments and suggested improvements to the Joint Force Headquarters, ATTN: WIJS-J1, P.O. Box 8111, Madison, WI 53708-8111.

Distribution. This publication is available in both electronic media and paper format. It is available on the WIJS-J1/Manpower and Personnel intranet site under the J1– Manpower and Personal page.

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Chapter 1
General

1-1. Purpose
This regulation establishes policies and procedures and provides information on the merit placement program for National Guard excepted service Dual and Non-dual status military technician positions in the Wisconsin National Guard. It further includes specific provisions applicable to bargaining unit positions in accordance with the current negotiated labor-management agreements.

1-2. References
5 Code of Federal Regulations (CFR) and National Guard Bureau (NGB) Technician Personnel Regulation (TPR) 300.

1-3. Policy
It is the policy of the Wisconsin National Guard that all military technician positions, both Dual and Non-dual status, be filled by the best qualified individuals available and to ensure that all military technicians have the opportunity to develop and advance to their full potential. All military technician vacancies, both Dual and Non-dual status, will be filled on the basis of merit and job-related factors. For purposes of this plan, the following military requirements may be considered as job-related qualifying factors for positions in the National Guard Dual status service:

a. Grade – to avoid grade inversion.

b. Warrant or commissioned officer – positions designated for fill by officer, warrant officer or enlisted only.

c. AFSC or MOS – to assist with compatibility requirements and other prerequisites.

d. Unit of assignment – as it may apply to compatibility.

All actions under this plan will be made without discrimination for non-merit reasons such as race, color, religion, sex, national origin, marital status, membership or non-membership in an employee organization or labor organization, and age or non-disqualifying physical handicap (except for military membership requirements for Dual status military technicians).

1-4. Scope
This plan encompasses all National Guard Dual and Non-dual status military technician positions in the State of Wisconsin. This plan will apply for filling Dual and Non-dual status military technician positions through initial appointment, promotion, reassignment, reinstatement, demotion or transfer. Under specific circumstances, certain competitive (non-dual status) vacancies are required to be filled by delegated examining authority procedures prescribed in the 5 CFR, Part 300. If this occurs, CFR procedures supersede the procedures contained in this plan.

1-5. Definitions
Terms used in this regulation are defined as follows:

a. Merit Placement Program/Plan. The five statutory and regulatory requirements for filling Dual and Non-dual status military technician positions, are: plans must be based on merit (earned/deserved) using job-related selection procedures, provide for management's rights and contain procedures for recordkeeping and providing information to military technicians, applicants, and the public.

b. Selecting Supervisor. This is the individual who is immediately responsible for the day-to-day supervision of the military technician; that is, the first person being paid for supervisory responsibility who assigns, reviews and checks the work of the military technician. The selecting

supervisor is the person who will receive the Referral and Selection Certificate (NGB Form 300-6) for his/her action to select or non-select an individual for the vacancy.

c. Promotion. A change of an employee to a position of a higher grade level within the same job classification standard and pay plan, or to a position with a higher rate of basic pay in a different job classification standard and pay plan.

d. Reassignment. The change of a military technician from one position to another without demotion or promotion within the same service. Military technicians may be reassigned at their own request, or at the discretion of management.

e. Qualifications. A combination of experience, training, and education which relate to duties and responsibilities of the position being filled.

f. Applicant Evaluation. The process of evaluating the knowledge, skills and abilities and work experience possessed by candidates against the job-related criteria to determine those who will be certified to the selecting supervisor.

g. Job-Related Criteria. The combination of factors that position descriptions have shown to be important for performance of a specific position and for which performance analysis has shown are valid indicators of differences between successful workers. The total set of criteria include all knowledge requirements, skills, training and work experience that meet job and performance analysis requirements for the position.

h. Target Grade. The fully qualified grade of the position being filled.

i. Details. A detail is the temporary assignment of a military technician to a different position for a specified period, with the military technician returning to his/her regular duties at the end of the detail. A position is not filled by a detailed employee, because the military technician continues to be the incumbent of the position from which detailed. Details may be made for up to 120 calendar days. Details may be extended in increments up to 120 days, not to exceed 240 days for Federal Wage Grade employees and one year for General Schedule employees. A detail to a higher graded position is appropriate when an individual's service is required for 30 days or less in that position.

j. Vacancy Announcement. The advertising medium used by the Director of Manpower and Personnel/J1 (DMP/J1) to announce position vacancies.

k. Dual-status/Military Technician. A person employed under 32 U.S.C. 709 who must also hold a military position as a condition of employment.

l. Non-dual Status Military Technician. A person as defined by Title 10 U.S.C. §10217 who is employed under 32 U.S.C. 709 for whom military membership is not a condition of employment and who's position is administered by the Adjutant General IAW with Title 32 U.S.C. §709(d). These employees are not entitled to Title 5 U.S.C. employment system privileges.

m. Competitive/Non-dual Status Technician. A person who competed for employment under the civil service competitive process and who is currently employed under 32 U.S.C. 709 for whom military membership is not a condition of employment. These employees are not entitled to Title 5 U.S.C. employment system privileges.

1-6. Responsibilities

a. The Adjutant General is the sole employing/appointing authority for the Wisconsin National Guard military technician program and is the highest level of authority in the State concerning the overall application of this Merit Placement Plan.

b. The DMP/J1 is responsible to The Adjutant General for ensuring that the requirements of this Merit Placement Plan are carried out. The DMP/J1 will:

(1) Develop, maintain, evaluate and revise the program as necessary.

(2) Assure compliance with the program.

(3) Provide guidance and assistance to commanders and supervisors concerning their responsibilities under this plan.

(4) Assure that candidates are properly evaluated and certified for placement.

(5) Maintain necessary records.

c. Managers and supervisors will:

(1) Assure that military technicians under their supervision are aware of this regulation.

(2) Assure that actions effected within their area of responsibility are based on merit, without discrimination.

(3) Review application materials ensuring basic qualifications are met.

(4) Encourage military technicians under their supervision to participate in developmental opportunities and to apply for positions for which qualified.

(5) Recommend changes to this regulation to the DMP/J1.

(6) Assure that military technicians under their supervision who are absent (military duty, compensable injury which does not exceed 1 year, etc.) are informed of, and considered for, positions for which they are qualified.

d. Individual military technicians are responsible for:

(1) Pursuing developmental opportunities to prepare for higher level duties.

(2) Familiarizing themselves with the provisions of this plan.

(3) Assuring that application forms and Official Personnel Folders (OPFs) contain accurate and current information concerning qualifications and self-development activities.

(4) Arranging with their supervisors to submit applications for vacancies when temporarily absent from their jobs.

1-7. Management's Rights

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

a. Select or not select from among a group of best qualified candidates.

b. Select candidates from any appropriate source to meet the mission objectives of the Wisconsin National Guard.

Chapter 2
Exceptions to Competition

2-1. Actions Exempt from Competition

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

b. Placement of over-graded military technicians entitled to grade retention as result of RIF, reclassification, or management directed change-to-lower grade.

c. Promotion when competition was held earlier (i.e. position advertised as an upward mobility position).

d. Re-promotion to a grade or intervening grade or position from which military technician was demoted without personal cause and not at his or her request.

e. Promotion resulting from the military technician's position being reclassified at higher grade because of additional duties and responsibilities.

f. Position change to a position having no higher promotion potential.

g. Position change required by reduction in force (RIF) procedures.

h. Temporary promotion of 120 days or less.

i. Detail to higher graded position or to position with known promotion for 120 days or less.

j. Selection of former military technician from Priority Placement List for position at same or lower grade than the one last held.

k. Prior permanent DoD employee (Dual and Non-dual status) who:

(1) Was in tenure 1 group at time of separation and who may be reemployed to position at the same or lower grade as the position from which separated.

(2) Was in tenure 2 group and 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.

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

m. Temporary appointments of one (1) year or less. Temporary appointments, without competition, will normally be made for 120 days or less. Extension of temporary appointments beyond 120 days, but not to exceed one year, without competition, will be considered on a case-by-case basis and coordinated between management officials and the DMP/J1 prior to extension. Temporary appointments in excess of 120 days may also be authorized by the President of the United States, under emergency hiring procedures.

n. Positions selected under Key Staffing, HRR 335-2.

Chapter 3
Position Announcement and Application Procedures

3-1. Requests for Filling Vacancies

When requesting that a position be filled, the supervisor will submit a SF-52, Request for Personnel Action (RPA), to the DMP/J1. Refer to WING HR Regulation 296-33 for details on completing the SF-52. The following are examples of required information:

a. Position title, job number, grade(s), and location.

b. Type of appointment (either Dual or Non-dual status military technicians, or both).

c. Maximum military grade (officer, warrant officer, enlisted) and in some cases, minimum military grade.

d. Recommended area of consideration.

e. Recommended selective placement factors.

f. Designated security clearance required.

g. Medical standards/physical requirements and/or requirement for periodic medical evaluation, when applicable.

h. Work schedule (standard or compressed).

3-2. Position Advertisement Policy

Positions will be advertised to all military grades as specified by the position description or National Guard Bureau Qualification Standard except:

a. Where a grade inversion would result.

b. Where a suitable or compatible military position is lacking.

c. Supervisors will request assistance from the DMP/J1 when determining special needs for a particular vacancy. A representative from the DMP/J1 will coordinate with authorized labor representatives on specific reasoning to tailor vacancy advertisements that restrict particular grades from eligibility for positions that would normally be authorized those military grades. All such exceptions will be carefully justified and subject to review by the labor organization.

3-3. Vacancy Announcements
When a vacancy will not be filled as an exception to competition (see Chapter 2), the vacant position will be advertised in a vacancy announcement. 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—Dual or Non-dual status, or both.
c. Military requirements (officer, warrant officer, enlisted) and military compatibility requirements.
d. Organizational and geographical location of the position.
e. Summary of duties and minimum qualification requirements.
f. Information regarding known promotion potential, if applicable.
g. Special conditions of employment, or developmental training, if applicable.
h. Opening and closing dates and how to apply.
i. Equal employment opportunity statement.
j. Designated security clearance required.
k. Medical standards/physical requirements and requirement for periodic medical evaluation, when applicable.
l. Standard or compressed work schedule.
m. Knowledge, Skills and Abilities (KSAs) required to perform the work.

3-4. Multiple Grade Levels
Vacancy announcements will specify the grade levels for which applications will be accepted. It may be necessary or desirable to advertise positions at more than one grade level.

a. A position may be advertised at more than one grade level for upward mobility purposes, or
b. To facilitate accomplishment of the agency's EEO Affirmative Employment Plan action goals, or
c. To avoid re-advertising because of insufficient qualified candidates at the maximum grade. If this is the case, and the multiple-graded advertisement's intent is solely to avoid re-advertising in case there aren't sufficient candidates at the maximum grade, the vacancy announcement should so state. (For example, *"candidates at the GS-9 level will only be considered if there are not sufficient qualified candidates at the GS-11 level"*).

3-5. Posting of Vacancy Announcements
Vacancy announcements will normally be posted for a minimum of 15 calendar days. Announcements will be posted conspicuously throughout the area of consideration - in areas most accessible to all members of the Wisconsin National Guard. In addition, military technician vacancy announcements will appear on the Wisconsin National Guard internal and external websites.

3-6. Areas of Consideration
a. The DMP/J1 will determine the area of consideration most appropriate for each position vacancy announcement to ensure receipt of highly qualified candidates. The grade and type of position, availability of candidates, position qualifications, budgetary limitations, and compatibility requirements will be taken into consideration for each placement action when areas of consideration are being determined. The following are the established areas of consideration:

AREA I. All Dual status military technicians in the Wisconsin National Guard (WING).
AREA II. All military members of the Wisconsin National Guard.
AREA III. Personnel eligible for membership in the WING.
AREA IV. All Non-dual status military technicians of the WING (for Non-dual status positions).
AREA V. Nationwide applicants from outside the WING, this includes individuals on an OPM certificate and those who may be eligible for reinstatement due to prior competitive status.

b. Job vacancy announcements may be restricted to Areas I and II because of budgetary limitations, for internal workforce reorganization, as a result of reclassification action, or because of negotiated labor/management agreements.

c. Positions may be advertised simultaneously to more than one area.

d. Advertisements may be restricted to current Dual status technicians within a specific Wisconsin National Guard organization/section to facilitate workforce down-sizing, reorganization or realignment within that organization.

3-7. Application Procedures

The application (or resume) is the basic document by which the individual's qualification for the position is determined. It must therefore reflect the applicant's current and past employment data as well as military duty assignments, qualifications, and training. Complete and accurate data is essential to ensure fair evaluation of candidates. Along with the documents discussed below, supplemental forms that reflect the candidate's military qualifications may be submitted. Job vacancies will be posted to the Wisconsin Department of Military Affairs web site at: **http://dma.wi.gov/default.asp.** Applications will be accepted by fax, Internet or mail.

a. Applications must be received no later than 4:00 PM on the closing date specified on the vacancy announcement. Late applications will not be accepted. Government postage will not be utilized to mail applications.

b. The DMP/J1 Recruitment and Placement Specialist is available to answer questions regarding the application procedure. Telephone numbers for contacting the Recruitment and Placement Specialist(s) are contained on the job vacancy announcement.

c. All applicants will complete and attach a Race and National Origin Identification (DMA Form 181) and include it with their application.

d. Requirements for commission eligibility:

(1) WIARNG military technician positions requiring commissioned status, must submit evidence of eligibility for a commission.

(2) WIANG military technician positions requiring commission status must meet the criteria outlined in Policy Letter 214 – SUBJ: ANG Line Officer (Non-Rated) Commission Pre-Screening, dated 15 September 2004.

e. Applicants not currently possessing a compatible AFSC/MOS as listed on the vacancy announcement are encouraged to apply for military technician positions. Applicants without qualification in a compatible AFSC/MOS are not precluded from selection, however individuals should review AFI 36-2105/AFI 36-2108 (ANG) or DA Pamphlet 611-21(ARNG) to determine eligibility for award of compatible AFSC/MOS as listed on vacancy announcements. Upon appointment, selectee must be assigned to a compatible AFSC/MOS.

f. Military technicians whose absence may preclude them from having knowledge of, or applying for, a vacancy may request in writing that applications be submitted for them by their supervisor.

Chapter 4
Processing Applications for Position Vacancies

4-1. Basic Eligibility
To be considered qualified and therefore eligible, candidates must meet the qualifications established for the position including any selective placement factors. The Initial Screening Worksheet for Merit Staffing Actions will be used to record eligibility. Applicants who do not meet the minimum qualifications will be notified of the basic qualifications they lack.

4-2. Selective Placement Factors
Selective placement factors are the knowledge, skills, abilities or other personal characteristics essential for satisfactory performance in the job. These are determined in advance of advertising a position and will be stated in the vacancy announcements. When used, they are a part of the basic eligibility requirements for the position.

4-3. Conditions of Employment
Conditions of employment are those requirements necessary to perform the duties of the position (security clearances, medical/physical requirements and education requirements). In addition, positions may have requirements which must be met for continued retention (e.g., developmental training). Any conditions of employment and requirements for continued position retention must be included in the vacancy announcement.

a. Security requirements. A military technician (dual or non-dual-status) is subject to personal security requirements in accordance with TPR 700 (732). Military technicians are responsible for obtaining the appropriate level of security clearance for their position of employment. This is accomplished through the ANG or ARNG security manager. The DMP/J1 will assist military technicians by providing guidance to military technicians and coordination with applicable security managers. When it has been determined that a military technician cannot meet the security requirements of the position, action must be taken IAW TPR 715, paragraph 2-2.

b. Training requirements. All applicants for positions with developmental training requirements must be informed in advance that failure to complete required training will be cause for removal from the position. The DMP/J1 will require the applicant to submit a written statement to the effect that he/she understands this condition of employment.

c. Medical/physical requirements. Applicants must meet any medical standards or physical requirements designated for the position.

4-4. Evaluation
a. Army National Guard Procedures. All eligible candidates will be certified to the selecting official, unless there are more than seven qualified applicants. In this case, the evaluation procedures in Chapter 5 will be used to further screen candidates prior to referral. The DMP/J1 may appoint a subject matter specialist to evaluate the candidates. He/she must have technical expertise in the career field in which the vacancy exists.

b. Air National Guard Procedures. All eligible/qualified candidates will be certified to the selecting official. In specific cases, referral of candidates for bargaining unit position vacancies will be conducted in accordance with paragraph 6-2. If needed, the DMP/J1 may appoint a competent subject matter specialist to evaluate the candidates.

Chapter 5
Evaluating Candidates

5-1. Army Guard Procedures.

When it is necessary to reduce a list of candidates in accordance with paragraph 4-4a, further evaluation and analysis will be conducted by the DMP/J1 Recruitment and Placement Specialist. The previously determined KSA factors will be recorded on NGB Form 300-3 for use in the evaluation. The DMP/J1 may appoint a subject matter specialist (SMS) to evaluate the candidates. The SMS will have technical expertise in the career field in which the vacancy exists.

a. Evaluating experience. The applications and OPFs will be used to gather job-related data to be used in the evaluation process. Experience will be evaluated in terms of type and quality relating to requirements of the position. Length of service or experience will only be used when there is a clear relationship with quality of performance or when necessary to break ties when all other ratings are equal. The point value assigned to A, B, C levels is determined by the number of KSA factors used. (See Figure 1). Points are totaled for each candidate and transferred to NGB Form 300-4. Experience will be rated in categories as shown below on each KSA.

(1) "A" level experience. Candidate possesses type and quality of experience that substantially exceeds basic requirements of the position including selective placement factors and would allow candidate to perform effectively in the position almost immediately or with a minimum of training and/or orientation. For example, such candidate would possess a record of substantial experience in the same occupational series at the grade advertised.

(2) "B" level experience. Candidate possesses type and quality of experience that exceeds basic requirements of the position, including selective placement factors that would allow candidate to perform effectively in the position within a reasonable time (e.g. 3 to 6 months). For example, such a candidate would possess some experience in the same occupational series at the grade advertised and substantial experience at the next lower grade interval.

(3) "C" level experience. Candidate satisfies basic requirements of the position with respect to experience, including selective placement factors, but the type and quality of experience beyond that which is basically required are minimal, and/or extensive additional training and/or orientation would be required to enable candidate to satisfactorily perform the duties of the position.

FIGURE 5-1
POINT VALUES OF CATEGORY RATINGS

Three KSA	Four KSA	Five KSA	Six KSA	Seven KSA	Eight KSA
A 33.3	A 25.0	A 20	A 16.6	A 14.2	A 12.5
B 28.3	B 21.2	B 17	B 14.1	B 12.1	B 10.6
C 23.3	C 17.5	C 14	C 11.6	C 10.0	C 8.7

(Using five KSA factors, if a candidate's combined category rating was AABBC, that converts to numerical scores of 20, 20, 17, 17, 14, and converts to a total score of 88).

b. Awards. Credit is awarded for pertinent awards and outstanding/excellent performance ratings conferred at the next lower qualifying grade. When outstanding performance was recognized by both an outstanding/excellent performance rating and an award for the same period of time, only one of the two will be credited. The DMP/J1 Recruitment and Placement Specialist will analyze the awards record to assess the qualifications demonstrated and their bearing on the requirements of the

position being filled. The timeframe of the award or rating is also considered to assure that current qualifications are reflected. Awards that are more than three years old will not be considered. A maximum of six points may be credited for this factor. Points are assigned as follows:

	FIRST YEAR	SECOND YEAR	THIRD YEAR
Outstanding Performance Rating	3	2	1
Excellent Performance Rating	2	1	0
Suggestion Award	1	0	0

c. Training and education. A maximum of two points will be awarded for this factor. This refers to relevant training and education, other than that credited for basic eligibility that was not considered elsewhere in the evaluation process.

d. Overall rating. The overall rating for each factor (experience, performance, training and education, and awards) will be combined, and the total score for all factors recorded on NGB Form 300-4.

e. Referral and selection certificate. The candidates arrived at through the evaluation process will be listed on the referral and selection certificate as outlined in Chapter 6.

f. Multiple grade certifications. When a position has been advertised at multiple grade levels without a statement that candidates below the full performance level will only be considered if there are not enough qualified candidates at the full performance level, then management must consider candidates at all of the announced grade levels. Accordingly, up to five qualified candidates at each grade level will be certified to the selecting official. Separate certificates for each grade level are not required. In this situation, management can make a selection from any of the announced levels.

5-2. Air Guard Procedures

The job analysis conducted by the DMP/J1 Recruitment and Placement Specialist will be based on the knowledge, skills and abilities (KSA's) that were previously determined and which appear on the job vacancy announcement. In most cases, the KSA's identified by NGB will have been used.

a. Evaluating experience. The application will be the primary document used by the DMP/J1 Recruitment and Placement Specialist to evaluate experience. Experience will be evaluated in terms of type and quality in relation to the requirements of the position.

b. Multiple grade certifications. When a position has been advertised at multiple grade levels without a statement that candidates below the full performance level will only be considered if there are not enough qualified candidates at the full performance level, then management must consider candidates at all of the announced grade levels. Accordingly, all qualified candidates at each grade level will be certified to the selecting official. Separate certificates for each grade level are not required. In this situation, management can make a selection from any of the announced levels.

c. Referral and selection certificates. All candidates determined to meet the minimum qualifications for the position will be listed on the referral and selection certificate as defined in Chapter 6.

Chapter 6
Referral and Selection Procedures

6-1. Referral of Candidates-<u>ARMY GUARD PROCEDURES</u>

Following the determination of basic eligibility and evaluation of candidates as outlined in Chapter 5 (if applicable), the DMP/J1 will:

a. Certify to the selecting official up to the seven best qualified candidates for each position advertised. Candidates will be listed alphabetically. More than seven candidates may be certified when qualified applicants are tied or when a position is advertised at multiple grade levels. In the last case, seven different qualified candidates may be certified at each grade level.

b. The following procedures will apply to bargaining unit positions in order to provide potential selection preference to bargaining unit members. Appendix A provides a flow chart for this process.

(1) To facilitate potential selection preference to bargaining unit applicants, for bargaining unit positions, a referral list of best qualified candidates will be prepared. From that referral list, at least one certificate with a minimum of three candidates will be forwarded to the selecting official (unless less than three candidates apply or if less than three candidates are certified as among the best qualified).

(2) This certificate will contain only bargaining unit members if at least three eligible bargaining unit members apply and are certified as among the best qualified. If at least three eligible bargaining unit members do not apply, or are not among the best qualified, then the most qualified of the non-bargaining unit applicants (if among the seven best qualified) may be included on this initial certificate.

(3) The determination of the next most qualified among the best qualified is made by the DMP/J1 Recruitment and Placement Specialist or Subject Matter Expert on the basis of written application materials submitted.

(4) If the selecting official does not make a selection from the initial certificate containing only bargaining unit candidates, the selecting official will request a second certificate with a maximum of four additional candidates, to bring the total number of candidates to the maximum of seven best qualified candidates.

c. Notify those individuals who were not submitted for consideration.

6-2. Referral of Candidates – <u>AIR GUARD PROCEDURES</u>

a. Refer to the selecting official all qualified candidates for each position advertised. Candidates will be listed alphabetically within the grade at which certified.

b. In accordance with negotiated labor/management agreements, bargaining unit employees will receive first consideration for a vacancy when such vacancy is identified as a position having known promotion potential (multiple grades within the same job series).

c. Notify those individuals who were not submitted for consideration.

6-3. Action by Selecting Supervisor

The selecting supervisor is free to select or non-select any candidate referred to him/her (provided, of course, that he or she does not thereby engage in illegal discrimination or any other prohibited personnel practice). Upon receipt of the selection certificate, the selecting supervisor will:

a. Interview candidates.

(1) To avoid a perception of bias or pre-selection, the use of selection boards/teams made up of two or more individuals is strongly encouraged.

(2) Every effort will be made to conduct personal interviews. If not possible, telephone interviews should be conducted. When one of the referred candidates is interviewed, every effort should be made to interview all candidates on the certificate.

b. Make a tentative selection and verify qualifications and applicable military requirements.

c. Make a final selection. If all candidates are rejected, the selecting official will return the certificate to the DMP/J1.

d. Notify the selected candidate.

e. Notify those candidates not selected.

f. Negotiate a release date between gaining and losing supervisor in the case of individuals currently employed by the federal government.

g. Sign and return the selection certificate to the DMP/J1.

(3) The selecting supervisor shall not delegate his/her authority to select a candidate or this responsibility.

6-4. Action by the Director of Manpower and Personnel / J1 Office

A representative of the DMP/J1 will:

a. Arrange for a release date if requested.

b. Prepare appointment/promotion/reassignment file (See Chapter 7).

6-5. Release of Selectee

After selection for promotion or placement, a military technician must be released promptly from his/her present position. Release will normally be within 2 weeks after selection. In all cases, the release date will not be delayed longer than 30 days without approval of the DMP/J1.

Chapter 7
Placement and Promotion Records

7-1. Purpose

Complete placement and promotion records will be maintained by the DMP/J1 to:

a. Provide a clear record of actions taken.

b. Evaluate the merit placement program.

c. Provide an audit basis to substantiate that merit placement actions are being made on a fair and equitable basis in accordance with this law, regulation and policy.

7-2. Records

Sufficient records are required to allow reconstruction of the placement action. The following records are to be maintained in the DMP/J1:

a. Copy of the vacancy announcement.

b. Copy of Initial Screening Worksheets and NGB Form 300-6.

c. Copy of OF 612, resume or SF 171 and attached documents.

d. Forms used in the evaluation and rating process.

7-3. Duration

Records will be maintained for a minimum of two years. If a grievance is pending, records will be maintained until the grievance is resolved.

7-4. Privacy Protection

Information relating to individual placement actions or regarding candidates will not be discussed with (or shown to) unauthorized individuals. Supervisors and personnel specialists participating in merit placement actions will not disclose the details of their work to unauthorized persons.

Chapter 8
Grievances and Complaints

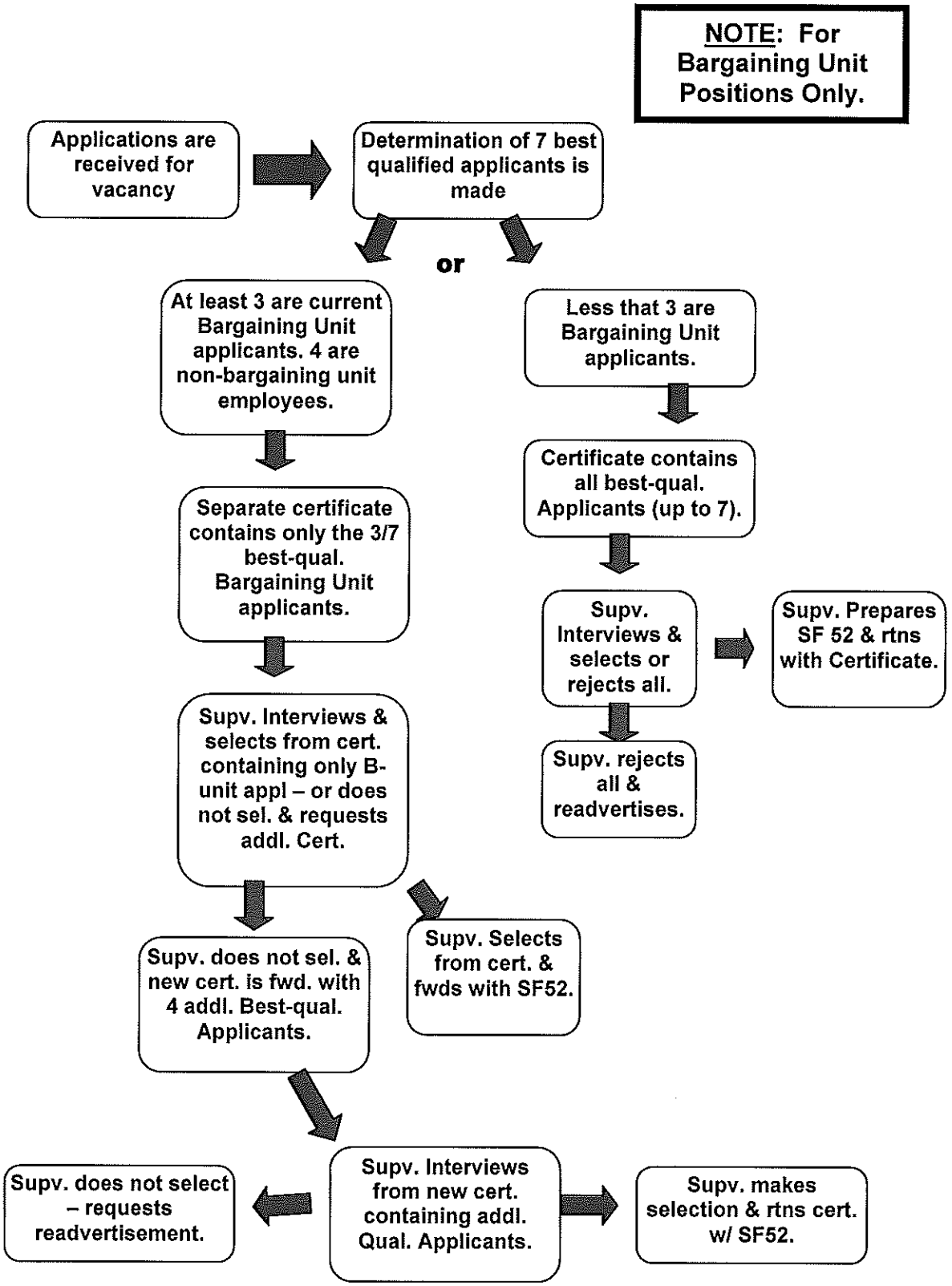
8-1. Grievances
A military technician who believes that proper procedures in the selection process were not followed in a particular placement action, for which they were an applicant, may present a grievance under applicable grievance procedures. A grievance will not be considered when it is based solely on non-selection.

8-2. Discrimination Complaints
Allegations of discrimination because of race, color, religion, sex, age, handicapping condition, or national origin made during any phase of selection process will be processed by the Wisconsin National Guard State Equal Employment Opportunity (EEO) Manager (SEEM) under Title VII of the Civil Rights Act and following appropriate procedures set forth by the EEOC. The State Equal Employment Manager (SEEM) is available to provide assistance to applicants desiring to bring forth a complaint of this nature.

8-3. Other
Other complaints or inquiries including those made by non-military technician candidates should be directed to the DMP/J1 for resolution.

Chapter 9
Corrective Action
Actions taken to correct procedural, regulatory, or program violations will be taken in accordance with Part IV, National Guard Bureau Technician Personnel Regulation 335.

APPENDIX A
(Applies to ARNG only)



Pay Administration

National Guard
Technician Personnel Management Course

PAY SETTING DIRECTIVES

- Title 5, United States Code, Chapter 53 -- Federal Employees' Pay Comparability Act, **1990**
- Title 29 -- Fair Labor Standards Act, 1938
- Title 5, "Federal Workplace Flexibility Act" of 2004
- Title 5, Code of Federal Regulation, Parts 530, 531, 532, & 536 . . .

2

FEDERAL PAY SYSTEMS

- General Schedule (GS): a nationwide system set by Congress.
- Federal Wage System (FWS): set by local wage surveys.

3

GENERAL SCHEDULE (GS)

Covers . . .

- Administrative / Professional
- Clerical / Technical
- Protective

and has . . .

15 Grades

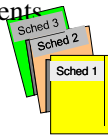
with . . .

10 steps each

4

General Schedule

- Regular nationwide schedule
- Locality schedule that supplements the General Schedule
- Special salary rate schedules



5

GS Salary Adjustments

- "Basic Pay": based on Employment Cost Index, determined by Congress and approved by The President
- Locality Adjustments – Computed as a percentage of basic pay
- Determined annually, effective 1st pay period after 1 Jan (Pay Freeze, effective 01 Jan 2011)
- Special salary rates - reviewed annually
- May increase or stay the same
  - 5 USC 5303 & 5304

6

FEDERAL WAGE SYSTEMS (FWS)

Covers…

- Allied Trades Positions

and has…

- 15 Grades for Non-Supervisory (WG)
- 15 Grades for Work Leaders (WL)
- 19 Grades for Supervisory (WS)

with…

- 5 steps per grade

7

FWS Salary Adjustments

FWS pay schedules based on "prevailing rates"

- Established by DoD Wage Setting Division
- Determined annually according to survey schedule, by local wage survey
- Change is unique to wage area
- May increase, decrease or remain the same
- Effective different times of the year (2 year Pay Freeze effective 01 JAN 2011)

5 USC 5343

8

TECHNICIAN PAY ADJUSTMENTS

- Annual Nationwide Adjustments (2 yr Freeze)
- Promotions
- Within-Grade (Step) Increases
  - 5 CFR 531 Subpart D (GS Employees)
  - 5 CFR 532.417 (FWS Employees)

9

Annual Adjustments

General Schedule (GS)

- **Based on the Economic Cost Index (ECI)**
- **Approved by Congress/The President**
- **Computed as percentage of basic pay**
- **Increase currently in January**

Federal Wage System (FWS)

- **Determined by local wage survey**
- **Change is unique to wage area; percentage of basic pay**
- **May increase, decrease or remain the same**
- **Although yearly, date varies**

10

WITHIN GRADE INCREASES

WRIs apply only to GS employees in permanent positions

- "Permanent position" means a position filled by an employee whose appointment is not designated as temporary and does not have a definite time limitation of 1 year or less
- "Temporary appointment" is creditable if the employee later receives a permanent appointment without a break in service of 52 weeks or more

11

WITHIN-GRADE INCREASES

- Based on job performance - must have a rating of record at the acceptable level
- Supervisor can withhold WRI if employee is not performing to standards by contacting HRO prior to employee WRI date.
- Must have completed the required waiting period
- Must not have received an "equivalent increase" in pay during the waiting period

12

GS Within-Grade Increases

Waiting Periods:

- Step 2-3-4 52 calendar weeks
- Step 5-6-7 104 calendar weeks
- Step 8-9-10 156 calendar weeks

5 CFR 531.405

13

FWS WITHIN-GRADE INCREASES

- Based on job performance - technicians only need to have an overall fully acceptable rating.
- Supervisor can withhold WRI if employee is not performing to standards by contacting HRO prior to employee WRI date.
- Must have completed the required waiting period.
- Must not have received an "equivalent increase".

14

FWS Within-Grade Increases

Waiting Periods:

- Step 2 26 Calendar Weeks
- Step 3 78 Calendar Weeks
- Step 4 and 5 104 Calendar Weeks

5 CFR 532.417

15

The Authority to set pay rates rests with the "Appointing Official" –
The Adjutant General or his/her designated representative, The Human Resources Officer

16

NEW APPOINTMENTS

1st appointment as a civilian employee of the Federal government, whether a permanent or temporary appointment

Setting pay on new appointments:

- Must set at the minimum rate of the grade, unless
- Justified and approved as superior qualifications or special needs authority

5 CFR 531, Subpart B

17

HIGHEST PREVIOUS RATE

- Based on a regular tour of duty
- Appointment longer than 90 days
- Highest actual rate of basic pay received while Federally employed

5 CFR 531.203(c) & 532.405

18

General Schedule Pay Setting

19

GS PROMOTIONS

A promotion occurs when an individual:

- Moves from a lower grade to a higher grade within the same (GS) pay schedule
- Moves from another system with a lower rate of basic pay to a higher rate within a GS grade

20

Promotion

GS Mandatory Promotion Rule (2 Step Rule)

When an employee moves from a lower GS grade to a higher GS grade, the employee is entitled to the lowest rate of the higher grade which exceeds the existing rate of basic pay by not less than two step increases of the grade from which promoted

5 U.S.C. 5334(b)

21

GS Promotions

- Use the Mandatory Promotion Rule or Highest Previous Rate
- Cannot set pay lower than step one or higher than step 10

22

CHANGE TO LOWER GRADE

An action in which a technician moves from a GS position at one grade to a position at a lower GS grade; also known as a demotion

can be voluntary

or

may be involuntary

23

Change to Lower Grade

A voluntary Change to Lower Grade usually is:

• Requested by an employee for their own convenience or benefit – such as a geographical move or career change

• Returns employee to their lower graded position following a temporary promotion

24

Change to Lower Grade

An Involuntary Change to Lower Grade occurs when the supervisor or manager moves the employee to a lower graded position; whether the employee is at fault or not at fault makes a great deal of difference on how pay is set.

- Failure to perform acceptably (personal cause)
- Reduction in force (due to mission changes--not at fault)
- Reclassification (not at fault)

25

Federal Wage System Pay Setting

26

FWS PROMOTIONS

A promotion occurs when an employee:

- Moves from one grade of a prevailing rate schedule to a higher grade in the same schedule
- Moves from a position under one prevailing rate schedule to a position under another, different prevailing rate schedule with a higher representative rate (e.g., WG to WL)
- Moves from a position not under a prevailing rate schedule to a position with a higher representative rate under the prevailing rate schedule

27

FWS PROMOTIONS

FWS MANDATORY PROMOTION RULE:

Technician pay on promotion is set at the lowest scheduled rate of the grade to which promoted that exceeds his or her existing scheduled rate of pay by at least 4% of the representative rate of the grade from which promoted

5 CFR 532.407

28

FWS CHANGE TO LOWER GRADE

Movement:

- From a higher grade to a lower grade in the same wage schedule
- From a grade with a higher representative rate to a grade with a lower representative rate in a different wage schedule (WG, WL, or WS)
- From a position not under FWS to a position with a lower representative rate under the FWS

29

Pay Incentives

30

Pay Incentives

- Recruitment Incentive
- Relocation Incentive
- Retention Incentive
- Student Loan Repayment
- Referral Bonus
- Advanced In-Hire Rates

31

Recruitment Incentives

- Are paid to newly appointed technicians *if* the position is likely to be difficult to fill; document justification in writing amount and timing of payment, and service obligation period
- Are paid to FWS and GS positions
- Must be approved **prior** to selection and appointment of the candidate
- May be up to 25% of annual basic pay at the beginning of the service period

32

Relocation Incentives

- Are paid to currently employed technicians who must relocate to accept a position in a different geographic location *if* the position is likely to be difficult to fill
- Are paid to FWS and GS positions
- Technician must relocate to receive
- Must document justification in writing, amount and timing of payment, service obligation period, and be approved **prior** to payment
- May be up to 25% of annual basic pay at the beginning of the service period

33

Retention Incentives

- Are paid to currently employed technicians *if* the unique qualifications or a special need of the agency makes it essential to retain the technician *and* it is likely the technician would leave the Federal service
- Are paid to FWS and GS positions
- Must document justification in writing, amount and timing of payment, service obligation period, and be approved prior to payment
- May be up to 25% of annual basic pay at the beginning of the service period

34

3Rs

- Recruitment, Relocation and Retention Incentives must be approved by NGB before payment is made.
- Annually reviewed by J1 Staff to determine if incentive is still applicable, reduced or adjusted.

35

Student Loan Repayment

- States may make payments to the loan holder of up to a maximum of $10,000 for a technician in a calendar year and a total of not more than $60,000 for any one employee
- A technician receiving this benefit must sign a service agreement to remain in the service of the paying agency for a period of at least 3 years

36

Referral Bonuses

- Goes to the person who refers a job applicant who is selected and successfully appointed--employed
- Technician's regular job does not include recruitment, but who promotes employment with the National Guard and refers potential new employees to the HRO
- Each State must set up criteria to determine award/receipt of a referral bonus, employment conditions for the new hire, amount of the 'bonus', and how it will be paid

37

GS ADVANCED IN-HIRE RATES

- Purpose of Advanced Rates:
  - To recruit highly qualified candidates, or fill a critical agency need
- Setting pay for Advanced Rates based on superior qualifications *or* a special need for services:
  - Cannot set higher solely to match a candidate's existing pay
  - Cannot set higher than Step 10 of the grade

38

FWS ADVANCED IN-HIRE RATES

- The "Lead Agency" in the Wage Area may establish higher step as the minimum rate
  - activities are unable to recruit at step one because prevailing rates are higher
- Cannot be set above the maximum for the grade

39

Advanced In-Hire Rates

Required Documentation (Must be submitted *prior* to assignment)

- Statement of candidate's current income
- Provide Specific Amount (<20% of base pay) requesting
- Describe labor market factors
- Consider turnover rates, number of similar pending vacancies and length of time to fill similar positions
- Describe candidate's superior qualifications justify Advance In-Hire Rate request.

40

Grade & Pay Retention

41

GRADE RETENTION

An employee who is placed in a lower grade is entitled to retain the grade held immediately before the reduction for a period of 2 years

42

GRADE RETENTION

If the employee's actual position of record is under a different pay system (FWS) than the pay system associated with the retained grade (GS), the employee is treated as being under the pay system (GS) associated with the retained grade

43

GRADE RETENTION

Mandatory:

- **RIF**
- **Reclassification**

Optional:

- **In anticipation of a RIF announced in writing**
- **To further the agency's mission**

44

Termination of Grade Retention

- The employee has a break in service of 1 workday or more
- The employee is reduced in grade for personal cause or at the employee's request (based on the grade of the employee's position of record rather than the employee's retained grade)

45

Termination of Grade Retention

- The employee moves to a position with a grade that is equal to or higher than the retained grade (excluding temporary promotions)
- The employee declines a reasonable offer of a position with a grade equal to or higher than the retained grade

46

Termination of Grade Retention

- The employee, in writing, elects to terminate the benefits of grade retention
- The employee moves to a position not under a covered pay system

47

Pay Retention

48

PAY RETENTION

To determine whether a grade of a position is equal to, higher than, or lower than the grade of another position in determining whether pay retention eligibility is lost or a retained rate is terminated, compare the representative rates of the applicable grades

5 CFR 536, Subpart B

49

PAY RETENTION

Mandatory Pay Retention is Authorized when:

- The expiration of the 2-year period of grade retention
- A reduction-in-force or reclassification action that places an employee in a lower-graded position when the employee does not meet the eligibility requirements for grade retention

50

Mandatory Pay Retention is Authorized When

- A management action places a technician (in a special rate position) into a non-special rate position or in a lower-paid special rate position
- A management action places an employee under a different pay schedule
- A management action places an employee in a formal employee development program generally utilized Government wide, such as upward mobility, apprenticeship, or career intern programs

51

Mandatory Pay Retention is Authorized When

- The application of the promotion rule for GS or prevailing rate employees, when the employee's payable rate of basic pay after promotion exceeds the maximum rate of the highest applicable rate range
- A reduction or elimination of scheduled rates, special schedules, or special rate schedules (excluding a statutory reduction in scheduled rates of pay under the General Schedule or prevailing rate schedule)

52

Optional Pay Retention

- An agency may provide pay retention to an employee not entitled to mandatory grade retention whose payable rate of basic pay otherwise would be reduced as a result of a management action
- To fill a position at a lower grade and is designated as “hard-to-fill”

53

PAY RETENTION

May not be provided when a technician

- Reduced in grade or pay for personal cause *or* at the employee's request
- Employed on a temporary or term basis immediately before the reduction in grade or pay
- Failed to satisfactorily complete a supervisory or managerial probationary period

54

PAY RETENTION

Termination of Pay Retention

- The employee has a break in service of more than one (1) workday
- The employee is entitled to a rate of basic pay which is equal to or greater than the employee's retained rate (excluding a rate resulting from a temporary promotion or temporary reassignment)

55

PAY RETENTION

Termination of Pay Retention

- The employee declines a reasonable offer of a position in which the employee's rate of basic pay would be equal to or greater than the employee's retained rate
- The employee is reduced in grade for personal cause or at the employee's request (based on the grade of the employee's position of record rather than the employee's retained grade)

56

Special Pay

57

SPECIAL PAY OPTIONS

- Night Pay
- Holiday Pay
- Sunday Pay
- Environmental Differential Pay (EDP)
- Hazard Duty Pay (HDP)
- Supervisory Pay Differential (SPD)

58

Special Pay

GS Night Pay Differential

- Regularly scheduled work between 1800-0600
- Basic pay + 10% of basic pay
- Paid only for regularly scheduled hours actually worked at night
- Not used to calculate overtime, Sunday or holiday pay

5 CFR 550.121

59

Special Pay

FWS Night Shift Differential

- Regularly scheduled non-overtime hours fall between hours 1500 – 0800
- Paid for entire shift when the majority of hours fall within specified period above
- Paid 7.5% of basic rate of pay if majority of work occurs between 1500 and 2400
- Paid 10% of basic rate of pay if majority of work occurs between 2300 and 0800 is used to calculate overtime pay, Sunday pay and holiday pay

5 CFR 532.505/5 USC 5343 (f)

60

Special Pay

Holiday Pay

- GS & FWS: Receive double-time not to exceed normal work shift
- GS & FWS: Guaranteed 2 hours pay
- GS: Night shift = double-time + 10%
- FWS: Night shift = double time + normal night shift differential

5 CFR 532.507/5 CFR 550.131,132

61

SPECIAL PAY

Sunday Pay

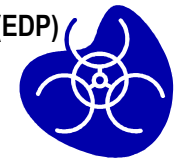
- GS & FWS: Base Rate + 5%
- Part-time employees not eligible

5 CFR 532.509
5 CFR 551.171,172

62

SPECIAL PAY

Environmental Differential Pay (EDP)



- Applies to ***FWS*** only
- Duty characterized by unusual physical hardship or hazards

5 CFR 532.511

63

SPECIAL PAY

HAZARD DUTY PAY (HDP)

- Applies to ***GS*** only
- Duty characterized by unusual physical hardship or hazards

5 CFR 550 Subpart I

64

Supervisory Pay Differential

- Paid to GS employee having supervisory responsibility for FWS employees if one or more FWS employee would, in the absence of such a differential, be paid more than the supervisory employee

5 CFR 575

65

SEVERANCE PAY

66

SEVERANCE PAY

- Paid to a technician who is involuntarily separated from Federal 'civilian employment' other than for inefficiency, misconduct, or delinquency
- Resigns after receiving a written general RIF notice announcing abolishment or transfer of all positions within the competitive area or a specific notice proposing his/her removal

67

Severance Pay - Eligibility Requirements

- The technician did not decline a reasonable offer to a position that is (1) in the same commuting area, (2) in the same 'agency', and (3) no more than two grades lower than current grade
- His or her service was at least 12 continuous months
- He or she is not eligible for an immediate annuity
- He or she is not receiving injury compensation

68

Severance Pay

May be paid to

- Permanent or indefinite technicians (if preceded by qualifying period) on full time or part time work schedule
- Severance is paid at the same pay intervals as when the technician was employed

69

Severance Pay

Amount of severance

- There is a 52 week lifetime limit on receipt of severance pay
- One weeks' pay for every year of service up to 10
- Two weeks' pay for every year after 10
- 10% adjustment for each year over age 40

70

Questions

71

DEPARTMENT OF MILITARY AFFAIRS
Joint Force Headquarters - Wisconsin
Madison, Wisconsin 53708-8111
1 July 2006

*WING HRR Regulation 335-3

Technician Recruitment and Retention Incentives

FOR THE ADJUTANT GENERAL:

JOHN E. MCCOY
Col, WIANG
Dir, Manpower and Personnel/J1

Summary. This regulation updates the recruitment and retention incentives programs Federal Air and Army National Guard Technicians.

Applicability. This regulation applies to all Joint Force Headquarters elements, the Wisconsin Army National Guard, and the Wisconsin Air National Guard.

Proponent. The proponent for this regulation is the Director, Human Resources/J1.

Suggested improvements. Users are invited to send comments and suggested improvements to the Joint Force Headquarters, ATTN: WIJS-J1, P.O. Box 8111, Madison, WI 53708-8111

Distribution. This publication is available in both electronic media and paper format. It is available on the WIJS-J1/Human Resources intranet page.

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*This regulation supersedes WING HRR 335-3 dated 15 June 1998.

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Chapter 1
General

1-1. Purpose
Civil Service employment benefit package is generally competitive with the civilian sector. There are times and localities where additional incentives may be warranted. This regulation provides guidelines for the recruiting and retention program designed to attract and keep the best qualified technicians. It is applicable to technicians (excepted and competitive).

1-2. References
Recruitment and retention under 5 U.S.C.§5753/5754 and 5 CFR 575, superior qualification appointments under 5 U.S.C.§5333 and 5 CFR 531.203, and Relocation Bonuses under 5 U.S.C.§ 5753 and 5 CFR 575 sub B. Student loan repayment under 5 U.S.C.§ 5379 and 5 CFR part 537.

1-3. Policy
Recruiting and relocation bonuses and retention allowances--sometimes dubbed the "three Rs" were authorized by the Federal Employees Pay Comparability Act of 1990 (P.L. 101-509). In 2002, the student repayment program became available for Federal Agencies. The Adjutant General supports the use of recruitment bonuses, retention allowances, superior qualification appointments, relocation bonuses and student loan repayment programs whenever these are affordable, justifiable and necessary to assure that Wisconsin National Guard technicians have the requisite competence to perform demanding functions in a highly competitive employment market.

1-4. Definitions
The terms used in this regulation are defined as follows:

a. Recruitment Bonus. A one-time payment to entice a candidate to accept an offer of Federal employment.

b. Relocation Bonus. A one-time payment to entice a current Federal employee to accept a position in a different commuting area.

c. Retention Allowance. A periodic payment to entice a current employee to remain in Federal employment.

d. Advanced In-hiring Rates Based on Superior Qualifications. An appointment to a General Schedule Federal position at an initial rate of pay above the minimum due to the superior qualifications of the candidate or the special need of the agency for the candidate's services.

e. Student Loan Repayment Program. Payments made to the loan holder of up to a maximum of $10,000 for an employee in a calendar year and a total of not more than $60,000 for any one employee.

1-5. Responsibilities
The Adjutant General is the highest level of authority in the State concerning the overall application of this regulation. He or she is charged by law with employing Federal technicians and with administering Federal employment including the staffing authorities described in this regulation. He or she has delegated these authorities to the J1.

The J1 is responsible to The Adjutant General for ensuring that the requirements of law, Technician Personnel Regulations, NGB Guidelines, and this regulation are properly applied to actions taken under these delegated authorities. In addition, the J1 is responsible for:

a. Providing sufficient staff resources to ensure that delegation of authority are administered effectively and to assist managers and supervisors in the workforce analysis required to justify use of the authority.

b. Providing initial training to managers and supervisors on the statutory and regulatory requirements of each authority, and for conducting refresher training on a continuing basis.

c. Ensuring that each manager/supervisor has a copy of the delegation of authority available to assist him or her.

d. Conducting an internal assessment to determine the effectiveness and proper application and implementation of this regulation.

e. Reporting on program usage to NGB as required.

f. Taking any corrective action necessary to ensure proper application of these regulation.

Chapter 2
Recruitment Bonus

2-1. Authority 5 U.S.C.§ 5753 and 5 CFR 575, sub A.

2-2. Eligibility Criteria. A recruitment bonus may be used to recruit for hard-to-fill positions and/or occupations that are critical to the organization's mission. A recruitment bonus may be paid to any technician newly appointed to a General Schedule position. This includes an individual being appointed to a position in the civil service for the first time, or who is being reappointed after a break in service of at least one year, and whose appointment is permanent, temporary indefinite or temporary for a period of not less than two years. A recruitment bonus may be combined with a superior qualification appointment but not with a retention allowance or a relocation bonus.

2-3. Approval Procedures. All proposed offers of recruitment bonuses will be reviewed by the J1 and must be requested on the SF-52 with full justification in PART D (See example SF-52, Attachment A).

a. Must be submitted prior to advertising the position.

b. Must provide specific amount.

c. Explain in detail what special qualifications are needed for the position and must describe previous, unavailing efforts to fill the position or similar positions absent a recruitment bonus.

d. Consider turnover rates in similar positions, the number of similar pending vacancies and the length of time required to fill similar positions.

e. Describe any labor market factors affecting the agency's ability to recruit candidates (for example, similar openings in the private sector with substantially higher pay).

2-4. Service Agreement. The prospective recipient must sign a service agreement to continue working in the position for a specified period of 6 months but not more than 4 years which will be provided by the J1. (See example letter, Attachment D) The recipient must agree to repay the bonus if he or she fails to fulfill the agreement. Repayment is not required if the individual is involuntarily separated for reasons other than misconduct or delinquency.

2-5. Certification. The J1 or designated representative will certify the SF-52 indicating that without paying a bonus it would be difficult to fill the position with a highly qualified candidate.

2-6. Payment. The bonus will consist of a lump sum, one time payment of up to 25% of base pay. It will not be considered part of an employee's rate of basic pay for any purpose. It also may not exceed the statutory aggregated limitation on pay (as per 5 CFR 530.202).

2-7. Documentation and Reporting. As a minimum, the following information will be maintained by the J1 on a fiscal year basis and reported to higher headquarters by November 15 of each year.

a. The number of technicians offered/accepting a recruitment bonus;
b. The percentage of salary offered/accepted in each case;
c. A summary statement assessing the effect of bonus authority on the state's ability to fill key positions with high quality candidates in a timely manner.

Chapter 3
Relocation Bonus

3-1. Authority. 5 U.S.C.§ 5753 and 5 CFR 575, sub B.

3-2. Eligibility Criteria. Current Federal employees (regardless of tenure) who possess unique qualifications that are critical to the organization's mission may be offered a relocation bonus to accept a General Schedule position in a different commuting area. The prospective recipient must be appointed without a break in service to a position in a different commuting area, must not yet have entered on duty in the new position and must establish a residence in the new commuting area before the bonus has been paid. A relocation bonus may be used in combination with retention allowance but not a recruitment bonus or superior qualifications appointment.

3-3. Approval Procedures. All proposed offers of relocation bonuses will be reviewed by the J1 and must be requested on the SF-52 with full justification in PART F (See example SF-52, Attachment A).
a. Must be submitted prior to advertising the position.
b. Must provide a specific amount.
c. Explain in detail what special qualifications are needed for the position and must describe previous, unavailing efforts to fill the position or similar positions absent a relocation bonus.
d. Consider turnover rates in similar positions, the number of similar pending vacancies and the length of time required to fill similar positions.
e. Describe any labor market factors affecting the agency's ability to recruit candidates (for example, similar openings in the private sector with substantially higher pay).

3-4. Service Agreement. The prospective recipient must sign a service agreement to continue working in the position for a specified period of 6 months but not more than 4 years which will be provided by the J1. (See example letter, Attachment D) The recipient must agree to repay the bonus if he or she fails to fulfill the agreement. Repayment is not required if the individual is involuntarily separated for reasons other than misconduct or delinquency.

3-5. Certification. The J1 or designated representative will certify the SF-52 indicating that without paying a bonus it would be difficult to fill the position with a highly qualified candidate.

3-6. Payment. The bonus will consist of a lump sum, one time payment of up to 25% of base pay. It will not be considered part of an employee's rate of basic pay. It also may not exceed the statutory aggregated limitation on pay (5 CFR 530-202).

3-7. Documentation and Reporting. As a minimum, the following information will be maintained by the J1 on a fiscal year basis and reported to higher headquarters by November 15 of each year.

a. The number of technicians offered/accepting a relocation bonus;
b. The percentage of salary offered/accepted in each case;
c. A summary statement assessing the effect of bonus authority on the state's ability to fill key positions with high quality candidates in a timely manner.

Chapter 4
Retention Allowance

4-1. Authority. 5 U.S.C §5754 AND 5 CFR 575, sub C.

4-2. Eligibility Criteria. A current General Schedule technician is eligible for a retention allowance if the unusually high or unique qualifications of the technician or a special need for the technician's services make it essential to retain him/her. Award of a retention bonus is especially appropriate where demand for a technician's qualifications is so high that he/she is likely to leave Federal service if the allowance is not provided. The technician must have completed a minimum of 1 year continuous service. A retention allowance may not be combined with a superior qualifications appointment. Any prior service agreements deriving from recruitment or relocation bonuses must have expired before a technician is eligible for a retention allowance.

4-3. Approval Procedures. All proposed offers of retention allowances will be reviewed by the J1 and must be requested on the SF-52 with full justification in PART F (See example SF-52, Attachment B).
a. Must be specific as to amount/percentage.
b. Explain in detail what unusually high or unique qualifications, possessed by the proposed recipient, exceed those normally expected in the individual's position.
c. Rule out the possibility that other employees could, with minimal training or disruption of the agency's operations, perform the full range of duties of the position.
d. Describe difficulties encountered recently in recruiting or retaining employees with similar qualifications to fill similar positions.
e. Describe any labor market factors affecting the agency's ability to recruit candidates (for example, similar openings in the private sector with substantially higher pay).
f. Describe why the employee's services are therefore especially important to the agency and how the employee's departure would affect the agency's ability to carry out an essential function.

4-4. Service Agreement. The prospective recipient must sign a service agreement to continue working in the position for a specified period of 6 months but not more than 4 years which will be provided by the J1. (See example letter, Attachment D) The recipient must agree to repay the bonus if he or she fails to fulfill the agreement. Repayment is not required if the individual is involuntarily separated for reasons other than misconduct or delinquency.

4-5. Certification. The J1 or designated representative will certify the SF-52 indicating that without paying an allowance the prospective recipient would be likely to leave the agency and it would be difficult to fill the resultant vacancy with a highly qualified candidate. He or she must review the award of the allowance on an annual basis to ascertain whether it continues to be justified.

4-6. Payment. The allowance consists of a percentage of base pay up to 25%. It is paid at the same time and in the same manner as basic pay but it is not part of base pay. It is not considered to be pay for purposes of lump sum payment for annual leave and may not exceed the statutory aggregated limitation on pay (5 CFR 530-202).

4-7. Documentation and Reporting. As a minimum, the following information will be maintained by the J1 on a fiscal year basis.

a. The number of technicians offered/accepting a retention allowance;

b. The percentage of salary offered/accepted in each case;

c. A summary statement assessing the effect of allowance authority on the state's ability to retain highest quality technicians in key positions.

Chapter 5
Advance In-Hire Rates Based on Superior Qualifications

5-1. Authority. 5 U.S.C.§5333 and 5 CFR 531.212.

5-2. Eligibility Criteria. Individuals hired at advanced rates under this authority must either have unusually high qualifications for the particular position and be forfeiting income that would justify a salary above the base pay for the grade or have a unique combination of education and experience that meets a special need of the agency. Individuals hired at advanced rates must be entering Federal service for the first time or must be returning to Federal employment after a break in service of 90 days or more.

5-3. Approval Procedures. All proposed offers of advance in-hire will be reviewed by the J1 or designated representative and must be requested on the SF-52 with full justification in PART F (See example SF-52, Attachment C)

a. Must be submitted prior to position assignment.

b. Must provide a specific amount. (Not to exceed 20% of current actual pay but within the rate of the grade scale which employee placed.)

c. Statement of the candidate's income considered in determining the requested pay rate.

d. Consider turnover rates in similar positions, the number of similar pending vacancies and the length of time required to fill similar positions.

e. Describe any labor market factors affecting the agency's ability to recruit candidates (for example, similar openings in the private sector with substantially higher pay).

f. To complete the package, the J1 must add a copy of each eligible candidate's application, a copy of the vacancy announcement, and a comparison of the candidate's qualifications and those of other well-qualified and available candidates. This analysis must comprise a comparison of the candidates with respect to the specific qualification standards and evaluation criteria used.

5-4. Payment. The allowance consists of a percentage of current actual pay up to 20%. But, within the rate of the grade scale which the employee is being placed.

5-5. Documentation and Reporting. As a minimum, the following information will be maintained by the J1.

a. The number of actions taken under this authority;
b. The titles, series, grade levels and duty locations of positions on which action was authorized;
c. The rationale for using this authority rather than a recruitment bonus;
d. Significant problems, if any, encountered with use of the authority;
e. Benefits, if any derived from the use of the delegation.

Chapter 6
Student Loan Repayment Program

6-1. Authority 5 U.S.C.§5379 and 5 CFR 537.

6-2. Eligibility Criteria. The Student Loan Repayment Program applies to General Schedule (GS) and Federal Wage System (FWS) positions. Payments are applied only to the outstanding indebtedness at the time the service agreement is made and may not begin prior to appointment as a technician. The incentive may be paid provided there is a written determination by the supervisor stating that unless the loan repayment program is an option there would be difficulty recruiting or retaining an employee in that particular position. Determinations for recruitment purposes must be made prior to appointment as a technician. Determinations for retention purposes must be based on the qualifications of the technician or the special need for the technician's services and, if the student loan repayment were not an option, the technician would be likely to leave the Federal service. This determination must be based on a written description of the extent to which the technician's departure would affect the organizations ability to carry out an activity or perform a function that is deemed essential to the mission of the organization.

6-3. Approval Procedures. All proposed offers of a student loan repayment will be reviewed by the J1 or designated representative and must be requested on the SF-52 with full justification in PART F. (See example SF-52, Attachment A)

a. Verify that the technician has a qualifying outstanding student loan must be made. More than one loan can be paid as long as the payments do not exceed the legally prescribed limits.
b. Consider turnover rates in similar positions, the number of similar pending vacancies and the length of time required to fill similar positions.
c. Describe any labor market factors affecting the agency's ability to recruit/retain candidates (for example, similar openings in the private sector with substantially higher pay).

6-4. Service Agreement. A student loan repayment is made directly to the lender under the terms, limitations, and conditions of a written service agreement between the J1 and the technician for a specified period of employment (minimum of 3 years). (See Attachment E)

6-5. Certification. The J1 or designated representative will certify the SF-52 indicating that without the student loan repayment program it would be difficult to fill the resultant vacancy with a highly qualified candidate.

6-6. Payment. Employee will complete a loan information form with a designated J1 representative. (See Attachment F) The amount paid is subject to all the following maximum limits:

a. $10,000 per employee per calendar year; and

b. A total of $60,000 per employee.

6-7. Documentation and Reporting. As a minimum, the following information will be maintained by the J1 on a fiscal year basis.

a. The number of technicians offered/accepting a student loan repayment;

b. The amount of loan repayment offered/accepted in each case;

c. A summary statement assessing the effect of student loan repayment program has on the state's ability to retain highest quality technicians in key positions.

Chapter 7
Credit for Non-Federal and Uniformed Service for Determining Annual Leave,

7-1. Authority. 5 U.S.C.§6303, as amended by section 202 of P.L. 108-441 and TN-06-41

7-2. Eligibility Criteria.

a. Use of this authority is necessary to meet an important mission or performance goal

b. Skills and experience of prospective recipient are essential to the new position and were required for performance of duties in a non-Federal position or active duty uniformed services position that directly relates to the position for which appoint. Justification must be provided to the J1 office in writing.

7-3. Certification. The J1 or designated representative will certify the application.

7-4. Documentation.

a. A copy of the position description and vacancy announcement for the position being filled.

b. Prospective recipient application or resume which clearly document the length and nature of the service to be credited or supplemented by supporting documentation. The documentation must clearly distinguish the claimed creditable service; provide specific beginning and ending dates (month/day/year); and provide evidence the duties performed directly relate to those of the position being filled.

c. For each period of service for which credit is requested, an explanation of how the duties related to the position being filled with respect to the requirements.

d. For active duty uniformed service credit, prospective recipient will also provide a copy of the form DD 214, Report of Separation, or other official documentation from the uniformed service concerned documented on SF-144. A remark must be included indicating the SCD-Leave includes creditable non-Federal or active-duty service work experience that would otherwise not be credited.

Standard Form 52
Rev. 7/91
U.S. Office of Personnel Management
FPM Supp. 296-33, Subch. 3

Attachment A

REQUEST FOR PERSONNEL ACTION

PART A - Requesting Office *(Also complete Part B, Items 1, 7-22, 32, 33, 36, and 39.)*

1. Actions Requested FILL POSITION - Incentive Request (Recruitment,Relocation Bonus, SLRP)	2. Request Number
3. For Additional Information Call *(Name and Telephone Number)* 1ST LEVEL SUPERVISOR, DSN 123-456	4. Proposed Effective Date
5. Action Requested By *(Typed Name, Title, Signature, and Request Date)* 1ST LEVEL SUPERVISOR 11/28/2000	6. Action Authorized by *(Typed Name, Title, Signature, and Concurrence Date)* 2ND LEVEL SUPERVISOR DD/MM/YYYY

PART B - For Preparation of SF 50 *(Use only codes in FPM Supplement 292-1. Show all dates in month-day-year order.)*

1. Name *(Last, First, Middle)*	2. Social Security Number	3. Date of Birth	4. Effective Date
EMPLOYEE	000-00-0000	MM-DD-YYYY	

FIRST ACTION		SECOND ACTION	
5-A. Code	5-B. Nature of Action	6-A. Code	6-B. Nature of Action
5-C Code	5-D. Legal Authority	6-C Code	6-D Legal Authority
5-E Code	5-F. Legal Authority	6-E Code	6-F. Legal Authority

7. FROM: Position Title and Number

15. TO: Position Title and Number
(Use Position Description Title) Heavy Mobile Equipment Repairer
Position # - Sequence # WI05129-26 MPCN

8. Pay Plan	9.Occ. Code	10.Grade or Level	11 Step or Rate	12 Total Salary	13 Pay Basis	16. Pay Plan	17. Occ Code	18.Grade or Level	19 Step or Rate	20 Total Salary/Award	21. Pay Basis
						WG	5803	08	1	$0.00	PH

12A. Basic Pay	12B. Locality Adj.	12C. Adj. Basic Pay	12D Other Pay	20A Basic Pay	20B. Locality Adj	20C. Adj Basic Pay	20D. Other Pay

14. Name and Location of Position's Organization	22. Name and Location of Position's Organization
	THE ADJUTANT GENERAL-WI JFHQ-WI FMS #9 (Cleartext Name of the Unit)

EMPLOYEE DATA

23. Veterans Preference: 1 - None; 2 - 5-Point; 3 - 10-Point/Disability; 4 - 10-Point/Compensable; 5 - 10-Point/Other; 6 - 10-Point/Compensable/30%

24. Tenure: 0 - None; 1 - Permanent; 2 - Conditional; 3 - Indefinite

25. Agency Use

26. Veterans Pref for RIF: YES NO

27. FEGLI

28. Annuitant Indicator

29 Pay Rate Determinant

30. Retirement Plan

31. Service Comp. Date (Leave)

32. Work Schedule: F/P Full-time/Part-time

33. Part-Time Hours Per Biweekly Pay Period

POSITION DATA

34. Position Occupied: 1 - Competitive Service; 2 - Excepted Service; 3 - SES General; 4 - SES Career

35. FLSA Category: E - Exempt; N - Nonexempt

36 Appropriation Code: ARMY= 5128 or AIR=FAC

37 Bargaining Unit Status

38 Duty Station Code

39. Duty Station *(City - County - State or Overseas Location)*
CITY: Madison COUNIY: Dane SIAIE:Wisconsin

40. Agency Data	41.	42.	43.	44.
	UIC or PAS			VICE:

45 Educational Level	46. Year Degree Attained	47. Academic Discipline	48. Functional Class	49. Citizenship	50 Veterans Status	51. Supervisory Status
sEE iTEM 4				1 - USA 8 - Other		

PART C - Reviews and Approvals *(Not to be used by requesting office.)*

1. Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
A.			D.		
B.			E.		
C.			F.		

2. Approval: I certify that the information entered on this form is accurate and that the proposed action is in compliance with statutory and regulatory requirements	Signature	Approval Date

CONTINUED ON REVERSE SIDE
52-118

OVER

Editions Prior to 7/91 Are Not Usable After 6/30/93
NSN 7540-01-333-6239

PART D - Remarks by Requesting Office

(Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement? If "YES", please state these facts on a separate sheet and attach to SF 52.) ☐ YES ☐ NO

Maximum military grade available: _____ Male or Female _____
For supervisory positions: Minimum grade to avoid grade inversion: _____
Trainees will/will not be acceptable. If will, what grades? _____
Projected to fill on/or _____
Specify payment of PCS move.
Dual advertisement.
Compressed/not compressed work schedule.
Justify a restricted advertisement.

PART E - Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary of Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

1. Reasons for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day - midnight - unless you specify otherwise.)

2. Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address *(Number, Street, City, State, ZIP Code)*

PART F - Remarks for SF 50

Block #4. Proposed effective date is the day you want the job opened (not the date you want the person to start).

**Block #34. Should have either a one (1) or a two (2). **

***Block #1. Provide justification for request incentive (Ref: WING-335-3)

Must Include: Proposed Amount.

Approved by J1 _____

Standard Form 52
Rev 7/91
U.S. Office of Personnel Management
FPM Supp. 296-33 Subch 3

Attachment B

REQUEST FOR PERSONNEL ACTION

PART A - Requesting Office *(Also complete Part B, Items 1, 7-22, 32, 33, 36, and 39.)*

1. Actions Requested: RETENTION ALLOWANCE REQUEST
2. Request Number:
3. For Additional Information Call *(Name and Telephone Number)*: 1ST LEVEL SUPERVISOR, DSN 123-456
4. Proposed Effective Date:
5. Action Requested By *(Typed Name, Title, Signature, and Request Date)*: 1ST LEVEL SUPERVISOR 11/28/2000
6. Action Authorized by *(Typed Name, Title, Signature, and Concurrence Date)*: 2ND LEVEL SUPERVISOR DD/MM/YYYY

PART B - For Preparation of SF 50 *(Use only codes in FPM Supplement 292-1. Show all dates in month-day-year order.)*

1. Name *(Last, First, Middle)*: EMPLOYEE
2. Social Security Number: 000-00-0000
3. Date of Birth: MM-DD-YYYY
4. Effective Date:

FIRST ACTION		SECOND ACTION	
5-A. Code	5-B. Nature of Action	6-A. Code	6-B. Nature of Action
5-C Code	5-D. Legal Authority	6-C. Code	6-D. Legal Authority
5-E Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

7. FROM: Position Title and Number

15. TO: Position Title and Number
(Use Position Description Title) Heavy Mobile Equipment Repairer
Position # - Sequence # WI05129-26 MPCN

8. Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Total Salary	13. Pay Basis	16. Pay Plan	17. Occ Code	18 Grade or Level	19. Step or Rate	20 Total Salary/Award	21. Pay Basis
						WG	5803	08	1	$0.00	PH

12A. Basic Pay	12B. Locality Adj.	12C. Adj Basic Pay	12D. Other Pay	20A Basic Pay	20B Locality Adj.	20C Adj Basic Pay	20D Other Pay

14 Name and Location of Position's Organization

22. Name and Location of Position's Organization
THE ADJUTANI GENERAL-WI
JFHQ-WI
FMS #9
(Cleartext Name of the Unit)

EMPLOYEE DATA

23. Veterans Preference: 1 - None; 2 - 5-Point; 3 - 10-Point/Disability; 4 - 10-Point/Compensable; 5 - 10-Point/Other; 6 - 10-Point/Compensable/30%
24. Tenure: 0 - None; 1 - Permanent; 2 - Conditional; 3 - Indefinite
25. Agency Use
26. Veterans Pref for RIF: YES NO
27. FEGLI
28. Annuitant Indicator
29. Pay Rate Determinant
30. Retirement Plan
31. Service Comp Date (Leave)
32. Work Schedule: F/P Full-time/Part-time
33. Part-Time Hours Per Biweekly Pay Period

POSITION DATA

34. Position Occupied: 1 - Competitive Service; 2 - Excepted Service; 3 - SES General; 4 - SES Career
35. FLSA Category: E - Exempt; N - Nonexempt
36 Appropriation Code: ARMY= 5128 or AIR=FAC
37. Bargaining Unit Status
38 Duty Station Code
39 Duty Station *(City - County - State or Overseas Location)*: CIIY: Madison COUNTY: Dane STATE:Wisconsin

40 Agency Data	41.	42.	43.	44.
	UIC or PAS			VICE:

45. Educational Level	46. Year Degree Attained	47 Academic Discipline	48 Functional Class	49. Citizenship	50 Veterans Status	51. Supervisory Status
sEE iTEM 4				1 - USA 8 - Other		

PART C - Reviews and Approvals *(Not to be used by requesting office.)*

1. Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
A.			D.		
B.			E.		
C.			F.		

2. Approval: I certify that the information entered on this form is accurate and that the proposed action is in compliance with statutory and regulatory requirements

Signature | Approval Date

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NSN 7540-01-333-6239

PART D - Remarks by Requesting Office

(Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement? If 'YES', please state these facts on a separate sheet and attach to SF 52.) ☐ YES ☐ NO

PART E - Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary of Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

1. Reasons for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day - midnight - unless you specify otherwise.)

2. Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address *(Number, Street, City, State, ZIP Code)*

PART F - Remarks for SF 50

1. Specify amount/percentage.

2. Detailed explanation of high or unique qualifications by recipient, exceed normally expected in individual's position.

3. Explain difficulties encountered in recruiting/retaining employees with similar qualifications for similar position.

4. Describe labor market factors affecting agency's ability to recruit candidates

5. Describe why employee's services are especially important to agency and how departure of employee would affect agency's ability to carry out essential function.

Approved by J1 _____

Standard Form 52
Rev. 7/91
U.S. Office of Personnel Management
FPM Supp. 296-33. Subch 3

Attachment C

REQUEST FOR PERSONNEL ACTION

PART A - Requesting Office *(Also complete Part B, Items 1, 7-22, 32, 33, 36, and 39.)*

1. Actions Requested APPOINIMENT with Advance In-Hire Rates Requested	2. Request Number
3. For Additional Information Call *(Name and Telephone Number)* 1ST LEVEL SUPERVISOR, DSN 123-456	4. Proposed Effective Date
5. Action Requested By *(Typed Name, Title, Signature, and Request Date)* 1ST LEVEL SUPERVISOR 11/28/2000	6. Action Authorized by *(Typed Name, Title, Signature, and Concurrence Date)* 2ND LEVEL SUPERVISOR DD/MM/YYYY

PART B - For Preparation of SF 50 *(Use only codes in FPM Supplement 292-1. Show all dates in month-day-year order.)*

1. Name *(Last, First, Middle)*	2. Social Security Number	3. Date of Birth	4. Effective Date
EMPLOYEE	000-00-0000	MM-DD-YYYY	

FIRST ACTION		SECOND ACTION	
5-A. Code	5-B. Nature of Action	6-A. Code	6-B. Nature of Action
5-C. Code	5-D. Legal Authority	6-C. Code	6-D. Legal Authority
5-E. Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

7. FROM: Position Title and Number

15. TO: Position Title and Number
(Use Position Description Title) Heavy Mobile Equipment Repairer
Position # - Sequence # WI05129-26 MPCN

8. Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Total Salary	13. Pay Basis	16. Pay Plan	17. Occ Code	18. Grade or Level	19. Step or Rate	20. Total Salary/Award	21. Pay Basis
						WG	5803	08	1	$0.00	PH

12A. Basic Pay	12B. Locality Adj.	12C. Adj. Basic Pay	12D. Other Pay	20A. Basic Pay	20B. Locality Adj	20C. Adj. Basic Pay	20D. Other Pay

14. Name and Location of Position's Organization

22. Name and Location of Position's Organization
THE ADJUTANT GENERAL-WI
JFHQ-WI
FMS #9
(Cleartext Name of the Unit)

EMPLOYEE DATA

23. Veterans Preference 1 - None 3 - 10-Point/Disability 5 - 10-Point/Other 2 - 5-Point 4 - 10-Point/Compensable 6 - 10-Point/Compensable/30%	24. Tenure 0 - None 2 - Conditional 1 - Permanent 3 - Indefinite	25. Agency Use	26. Veterans Pref for RIF YES NO
27. FEGLI	28. Annuitant Indicator		29. Pay Rate Determinant
30. Retirement Plan	31. Service Comp. Date (Leave)	32. Work Schedule F/P Full-time/Part-time	33. Part-Time Hours Per Biweekly Pay Period

POSITION DATA

34. Position Occupied 1 - Competitive Service 3 - SES General 2 - Excepted Service 4 - SES Career	35. FLSA Category E - Exempt N - Nonexempt	36. Appropriation Code ARMY= 5128 or AIR=FAC	37. Bargaining Unit Status
38. Duty Station Code	39. Duty Station *(City - County - State or Overseas Location)* CITY: Madison COUNTY: Dane STATE:Wisconsin		

40. Agency Data	41.	42.	43.	44
	UIC or PAS			VICE:

45. Educational Level	46. Year Degree Attained	47. Academic Discipline	48. Functional Class	49. Citizenship	50. Veterans Status	51. Supervisory Status
sEE iTEM 4				1 - USA 8 - Other		

PART C - Reviews and Approvals *(Not to be used by requesting office.)*

1. Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
A.			D.		
B.			E.		
C.			F.		

2. Approval: I certify that the information entered on this form is accurate and that the proposed action is in compliance with statutory and regulatory requirements

Signature | Approval Date

CONTINUED ON REVERSE SIDE
52-118

OVER

Editions Prior to 7/91 Are Not Usable After 6/30/93
NSN 7540-01-333-6239

PART D - Remarks by Requesting Office

(Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement? If 'YES' please state these facts on a separate sheet and attach to SF 52.) ☐ YES ☐ NO

Current Military Grade: _____ Selected From Job # _____
Unit of Assignment _____ UIC/PAS _____
DMOS/DFASC: _____
Military Position No _____ (ARMY-MTOE, Para & Line #) (AIR Position # on UMD)
Date Assigned: _____ Employee Supervised by: _____
and/or in case of new supervisor, supervises following employees: _____

Work Schedule

	S	M	I	W	T	F	S
1ST WEEK		8	8	8	8	8	
2ND WEEK		8	8	8	8	8	

PART E - Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary of Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

1. Reasons for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day - midnight - unless you specify otherwise.)

2. Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address *(Number, Street, City, State, ZIP Code)*

PART F - Remarks for SF 50

1. Advance In-hire Based on Superior Qualifications.
2. Propose specific amount (Not to exceed 20% of current actual pay).
3. Statement of candidate's income considered in determining requested pay rate.
4. Consider turnover rates in similar positions.
5. Describe any labor market factors affecting agency's ability to recruit candidates.

PLEASE FORWARD WITH JOB CERTIFICATION PACKAGE

Approved by J1 _____

ATTACHMENT D

SAMPLE

WIJS-J1 (Date)

MEMORANDUM FOR WIJS-J1-SVC-ST

SUBJECT: Service Agreement (name type of incentive)

1. Reference WING-HRR 335-3, 5 U.S.C. 5753 and Subpart A, B, C, part 575 of Title 5, Code of Federal Regulations, provides, under certain conditions the payment of a recruitment bonus to certain current employees in order to retain their services.

2. I, _____, understand and agree to accept a _(Type of Incentive)__ in the amount of _____ for the position of (employees position). I also understand and agree to the following conditions:

a. I will remain in this position for at least _____ months beginning with the date I report for duty to the position for which the recruitment bonus is paid.

b. Actual payment of the bonus will not occur until I enter on duty.

c. The bonus, although not part of basic pay, is subject to the aggregate limitation on pay prescribed in Part 530, Title 5, Code of Federal Regulations. Payment is also considered to be income for Federal income tax purposes.

d. If I fail to fulfill the terms of this agreement, or if I am removed for cause before expiration of the required period of service, I will upon demand repay to the Government on a pro rata basis, a sum of money to be determined by providing credit for each full month of employment completed under this service agreement.

e. I authorize the Wisconsin National Guard to withhold any final pay due me to apply against or liquidate any indebtedness arising from a violation of this agreement.

Member's name
job title

cc: J1 Staffing Section

ATTACHMENT E

Service Agreement

DEPARTMENT OF DEFENSE
STUDENT LOAN REPAYMENT SERVICE AGREEMENT

Title 5 USC 5379 allows repayment of outstanding federally insured student loans made by educational institutions or banks and other private lenders as authorized by the Higher Education Act of 1965 and the Public Health Service Act. Student loan repayments are made directly to the lender subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or noncompetitive conversion to the competitive service.

CONDITIONS OF EMPLOYMENT

The Wisconsin National Guard agrees to provide a student loan repayment benefit to:

EMPLOYEE	SOCIAL SECURITY NUMBER	POSITION

Subject to the conditions of employment stated in this document.

(STATE CONDITIONS OF EMPLOYMENT SPECIFIC TO EACH AGREEMENT AS DESCRIBED IN 5 CFR 537.107(a) HERE OR ATTACH AS SEPARATE PAGE).

CONDITIONS OF LOAN REPAYMENT

I agree to complete _____(MINIMUM OF THREE YEARS SERVICE) ___. My period of service begins on_____ (DATE) _____. In return, the Wisconsin National Guard will make payments on my outstanding federally insured loan to:

(LENDER NAME AND ADDRESS)

REPAYMENT AMOUNT	YEARS	TOTAL

LOSS OF ELIGIBILITY FOR LOAN REPAYMENT BENEFIT

I understand I will no longer be eligible for the loan repayment incentive if I voluntarily end my employment with Wisconsin National Guard, am separated for reasons of misconduct or performance, fail to maintain an acceptable level of performance (as defined by the DoD Component), or in any way violate the terms of this agreement.

REIMBURSEMENT OF LOAN REPAYMENT BENEFIT

If I leave DoD before I complete the period of service specified in this agreement, I will reimburse DoD for the entire amount of all loan repayments considered as taxable wages that DoD has made in my behalf.

_____ _____

EMPLOYEE SIGNATURE DATE

I certify I have discussed the conditions of the student loan repayment program with this employee.

_____ _____

APPROVING OFFICIAL SIGNATURE DATE

"This information is subject to the Privacy Act of 1974, as amended."

ATTACHMENT F

STUDENT LOAN REPAYMENT PROGRAM
OUTSTANDING LOAN INFORMATION

NAME:_____
SSN: _____

The following information is required for each lender of loan(s) being considered under the Student Loan Repayment Program.

1. Loan Information*:

a. Name of the Federally funded loan received, e.g., Federal Stafford Loan, Federal Plus Loan, Federally Insured Student Loan, etc.;

b. Date Loan was Obtained;

c. Remaining Balance of Loan; and

d. Loan Number.

*An official document/letter by the loan institution providing the above Loan Information must be attached.

2. Name, address, and telephone number for the lending institution holding the loan, e.g. bank, educational institution.

3. Name, address, and telephone number of servicing agent of the loan to whom payments are sent (if different from #2).

4. Name, title, and telephone number of authorized official for the Lending Institution.

5. Federal Tax Identification Number or EIN (Required for sending payments).
___ ___--___ ___ ___ ___ ___ ___ ___

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
Office of The Adjutant General
Post Office Box 8111
Madison, Wisconsin 53708

SUPPORT PERSONNEL REGULATION
NUMBER 550-1 1 November 1991

HAZARD DIFFERENTIAL PAY

CHAPTER 1 - GENERAL

1-1. References: (Available only in the offices of each Comptroller and SPMO.) FPM Supplement 990-2, Part 550, Subchapter S-9.

1-2. Wisconsin Army and Air National Guard Technicians occupying General Schedule (GS) positions are authorized pay for irregular and intermittent duty involving physical hardship or hazard as indicated in Chapter 2 of this regulation, commonly called hazard differential pay (HDP). If a differential is authorized for a particular category on July 1, 1969, and the employee in fact is exposed to a situation under that category but the agency does not identify the situation to the category until a later date, the employee is entitled to the differential retroactive to July 1, 1969.

1-3. Wisconsin Army and Air National Guard Technicians paid under the Federal Wage System (FWS) are authorized environmental differential pay (EDP) as indicated in Wisconsin Support Personnel Regulation Number 532-1.

1-4. Documentation for authorizing and substantiating entitlement to HDP will be in accordance with Chapter 3 of this regulation.

1-5. HDP for General Schedule technicians will be computed in accordance with instructions contained in Part 550, Supplement 990-1, Appendix A, and Subchapter S-9, FPM Supplement 990-2.

1-6. Hazard differential pay (GS) shall not be considered part of the employee's rate of basic pay in computing additional pay or allowances payable under other statutes.

1-7. Technicians occupying positions listed in Chapter 4 are designated as authorizing officials for the purpose of certifying the exposure or determining eligibility for payment of HDP.

WING-SPR 550-1 supersedes WISNG TPR 550-1, dated 1 November 1990

1-8. Local procedures should be developed for supervisors to:

a. Assign technicians to perform duties for which this additional pay is authorized.

b. Insure that HDP is authorized only when the exposure warranting it is necessary and actually takes place.

1-9. Chapter 2 of this regulation will be used as the only basis for activity heads or supervisors to authorize payment of HDP when a technician is exposed to such conditions in his particular job assignment. This regulation should be explained to all employees and then a copy prominently posted on local bulletin boards. It will be updated periodically as circumstances warrant and are approved.

1-10. It is recognized that identification of hazards, working conditions, or physical hardships of an unusual nature will be on a continuing basis. When local situations or circumstances arise which are identified as potentially warranting entitlement to HDP (even though not categorized in Chapter 2 of this regulation or in Appendix A, FPM Supplement 990-1, Part 550), a request in the format outlined in Chapter 5 must be submitted to this office for approval. Coordination with local safety and medical personnel concerning the merits of the environmental condition should be made prior to forwarding the request.

1-11. Each supervisor and authorizing official shall have as their objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusual nature. Even though a hazard differential is authorized, there is a responsibility of supervisors and authorizing officials to initiate continuing positive action to eliminate danger and risk which contribute to or cause the hazard, physical hardship, or working conditions of an unusual nature. The existence of hazard differentials is not intended to condone work practices which circumvent Federal and State safety laws, rules and regulations.

1-12. When an employee is exposed to a hazard, physical hardship, or working condition while in a compensatory time status, he is not entitled to hazard differential pay.

CHAPTER 2 - HAZARD DIFFERENTIAL PAY FOR (GS) EMPLOYEES

2-1. Schedule of pay differentials authorized for irregular or intermittent hazard duty under Subpart I of Part 550, FPM Supplement 990-2. Applicable to GS employees only.

2-2. Hazard differential pay will be paid only for hazardous duty or duty involving physical hardships listed below at the rate designated.

a. Duty involving physical hardship means a duty which may not in itself be hazardous but which causes extreme physical discomfort or distress and which is not adequately alleviated by protective or mechanical devices, such as a duty requiring exposure to extreme temperatures for a long period of time; a duty involving arduous physical exertion, such as a duty which must be performed in cramped conditions; a duty involving exposure to fumes, dust, or noise which causes nausea, skin, eye, ear, or nose irritation.

b. Hazardous duty means a duty performed under circumstances in which an accident could result in serious injury or death, such as a duty performed on a high structure where protective facilities are not used, or on an open structure where adverse conditions such as darkness, lightning, steady rain, snow, or high wind velocity exist.

c. Hazard pay differential means additional pay for the performance of irregular or intermittent hazardous duty or duty involving physical hardship.

2-3. Hazard pay differential may be paid to employees (GS) who are assigned to and perform any irregular or intermittent duty specified in the schedule below when that duty is not usually involved in carrying out the duties of his position. Hazard pay differential may not be paid an employee when the hazardous duty has been taken into account in the classification of his position.

2-4. Hazard pay differential shall not be paid to a volunteer, that is, an employee performs a hazardous duty on his own without proper authorization either expressed or implied.

2-5. Hazard pay differential shall not be paid to an employee when one or more of the conditions required for such payment ceases to exist in his case.

2-6. When adequate safety precautions taken have reduced the degree of risk to a

inegligible level, an employee is not performing a duty described below and, therefore, no differential is authorized.

2-7. Schedule of Pay Differentials:

a. Water Search and Rescue Operations. Participating as a member of a water search and rescue team in adverse weather conditions when winds are blowing at 35 m.p.h. (classified as gale winds) or in water search and rescue operations conducted at night. Pay differential - 25 percent.

b. Explosive or Incendiary Materials. Explosive or incendiary materials which are unstable and highly sensitive. Where employees have knowledge and experience concerning ordnance and ordnance functioning and working with known ordnance has been taken into account in classifying the employee's position, no hazard differential is payable for work with known ordnance. Pay differential - 25 percent.

c. Toxic Chemical Materials. Toxic chemical materials where there is a possibility of leakage or spillage. Pay differential - 25 percent.

d. Arming and De-arming Propulsion Systems. Arming, de-arming, or the installation and/or removal of any squib, explosive device, or a component thereof connected to, or part of, any live or potentially expended liquid or solid propulsion system. Pay differential - 25 percent.

e. Work in Fuel Storage Tanks. When inspecting, cleaning, or repairing fuel storage tanks where there is no ready access to an exit, under conditions requiring a breathing apparatus because all or part of the oxygen in the atmosphere has been displaced by toxic vapors or gas, and failure of the breathing apparatus would result in serious injury or death within the time required to leave the tank. Pay differential - 25 percent.

f. Firefighting: Equipment, Installation, or Building Fires. Participating as an emergency member of a firefighting crew in fighting fires on equipment, installations, or buildings. Pay differential - 25 percent.

g. High Work. Working on any structure of at least 50 feet above the base level, ground, deck, roof, etc., under open conditions (radio, radar, television, powerline or water towers, steeples, smokestacks, or treetops) if the structure is unstable or if scaffolding guards or other suitable protective facilities are not used, or if performed under adverse conditions, such as snow, sleet, ice on walking surfaces, darkness, lightning, steady rain, or high wind velocity. Pay differential - 25 percent.

h. Flying.

(1) Pilot Proficiency Training. Flights for pilot proficiency training in aircraft new to the pilot under simulated emergency conditions which parallel conditions encountered in performing flight tests. Includes cross country training in weather which requires instrument flight techniques over rugged, uneven, and heavily wooded terrain. Instruction on emergency procedures in stalls and forced landings including those at night using flashlights or flare pots. Flights under maximum internal and external load conditions in confined areas. Pay differential - 25 percent.

(2) Delivery of New Aircraft for Flight Testing. Flights to deliver aircraft which has been prepared for one-time flight without being test flown prior to delivery flight. Pay differential - 25 percent.

(3) Test Flights of New, Modified, or Repaired Aircraft. Test flights of a new or repaired aircraft or modified aircraft when the modification may affect the flight characteristics of the aircraft. (These flights involve the need to operate equipment deliberately beyond its known design capabilities or safe operating limits.) Pay differential - 25 percent.

(4) Limited Control Flights. Flights undertaken under unusual and adverse conditions (such as extreme weather, maximum load or overload, limited visibility, extreme turbulence, or low level flights involving fixed or tactical patterns) which threaten or severely limit control of the aircraft. Pay differential - 25 percent.

(5) Ground Work Beneath Hovering Helicopter. Participating in ground operations to attach external load to helicopter hovering just overhead (i.e., at arm-length height, the ground position is hazardous because of the possibility of being crushed or electrocuted by static electricity that can collect in the airframe and discharge through a person into the ground). Pay differential - 25 percent.

i. Working in Unsafe Structures:

Working within or immediately adjacent to a building or structure which has been severely damaged by earthquake, fire, tornado, flood, or similar cause, when the structure has been declared unsafe by competent technical authority, and when such work is considered necessary for the safety of personnel or recovery of valuable materials or equipment, and the work is authorized by competent authority. Pay differential - 25 percent.

CHAPTER 3 - DOCUMENTATION FOR AUTHORIZING AND SUBSTANTIATING ENTITLEMENT TO HDP

3-1. All payments of HDP must be supported by a Certificate of Authorization. The certificate must be signed by the person authorized to certify exposure or determine eligibility for payment as listed in Chapter 4 of this regulation. A separate certificate will be prepared for each pay period.

3-2. Certificate of Authorization for Hazard Differential Pay (GS):

"I certify that this employee was exposed to the following hazard, physical hardship, or working condition category (ies) for the duration indicated, incidental to performing his assigned duties and is therefore authorized hazard differential pay in accordance with Chapter 2, WISNG TPR 550-1, and Subchapter S-9, and Appendix A of FPM Supplement 990-2."

Category of Exposure	Rate	Duration of Exposure

(Signature and title of authorizing official)

The certificate will be placed on the back side of the time and attendance card, the remarks section on the face of the card will be annotated "HDP Accrued".

3-3. The certificate will be completed as follows:

a. Category of Exposure: List the complete title of the category as outlined in Chapter 2. Show the exposure as it occurs each workday, even though the same exposure may occur on consecutive workdays. When exposure occurs under more than one category, intermittently for the same category, or concurrently with more than one category on the same workday, list each individual exposure separately.

b. Rate: List the percentage of rate authorized. For example: 25 percent.

c. Duration of Exposure: List the date, inclusive clock time, and actual elapsed time in hours and minutes of each category of exposure shown in the preceding column. For example, 1 Nov 89, 1300-1525, 2 hours, 25 minutes. 3-4. When the documentation and authorizing certificate is prepared separately from the TA card, a column captioned "Name and SSAN" will be added and the fourth word (this) of the first line of the certificate will be changed to read "the following". Utilization of the separate certificate allows for more than one employee to be shown on the one document.

Examples

Category of Exposure	Rate	Duration of Exposure
Explosive or incendiary materials	25%	7 Jun 90, 0830-1100, 2 1/2 hrs
Explosive or incendiary materials	25%	7 Jun 90, 1230-1245, 15 min
Explosive or incendiary materials	25%	9 Jun 90, 1900-1910, 10 min
Flying: Test flight of new, modified or repaired aircraft	25%	10 Jun 90, 1230-1930, 7 hrs

John Smith, Supvy Acft Pilot

CHAPTER 4 - AUTHORIZING OFFICIALS

4-1. Incumbents of the following technician positions are designated as authorizing officials for the purpose of certifying the exposure on determining eligibility for payment of HDP.

4-2. Air National Guard:

Air Commander (Pilot)

Air Operations Officer

Aircraft Maintenance Officer

Ass't Aircraft Maintenance Officer

Chief of Supply and Services

Supervisory Logistics Management Specialist

Aircraft Ordnance System Mechanic General Foreman

Electronic Mechanic General Foreman

Aircraft Mechanic General Foreman

Aircraft Engine Mechanic Foreman

4-3. Army National Guard:

Command Administrative Officer

Facility Commander/Supervisory Aircraft Pilot

USPFO for Wisconsin

Supervisory Logistics Officer

Surface Maintenance Manager

Heavy Mobile Equipment Mechanic General Foreman - CSMS & MATES

Aircraft Mechanic Foreman, AASF

CHAPTER 5 - REQUESTS FOR ADDITIONS, CHANGES, OR DELETIONS TO HDP

5-1. The following format will be used to request additions, changes, or deletions to HDP.

a. Category of hazard, physical hardship, or working conditions.

b. Nature of exposure so as to show clearly that the hazard, physical hardship, or working condition which results from that exposure is of an unusual nature.

c. Degree to which the employee is exposed to the hazard, physical hardship, or working condition which results from that exposure is of an unusual nature.

d. Period of time during which the exposure will continue to exist.

e. Degree to which control may be exercised over the hazard, physical hardship, or working condition.

f. Rate of HDP recommended to be established.

g. Whether to be paid for actual exposure or all hours of shift.

h. Job title and job number of personnel involved.

Users of this regulation are invited to send comments and suggested improvements on DA Form 2496 to The Adjutant General, DMA Wisconsin, ATTN: WING-SP, Madison, WI 53708-8111

Vincent J. Pintarro
COL, GS, WIARNG
Dir, Support Personnel

DISTRIBUTION:
ARNG: G
Pres, ACT – 1
ACT - Milwaukee – 1
ACT - Madison - 1

ANG: Tac Con Sq - 10
Madison – 70
Milwaukee - 70

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
Office of the Adjutant General
Post Office Box 8111
Madison, Wisconsin 53708-8111

Support Personnel Regulation 550-2 1 April 1991

PAY ADMINISTRATION

HIGHEST PREVIOUS RATE RULE

Table of Contents

	PARAGRAPH
GENERAL	1
POLICY	2
APPROVAL	3

1. **GENERAL**. This regulation establishes the highest previous rate rule for pay of General Schedule and Wage System technicians, both excepted and competitive, in the Wisconsin National Guard. "Highest Previous Rate" means the highest rate of basic pay previously paid to an individual while employed in a position in a branch of the Federal Government.

2. **POLICY**.

a. Federal military technicians who are transferred, promoted, reassigned, or in some cases, changed to lower grade, and former federal employees/military technicians who are re-employed may be considered for placement on the pay schedule at any rate which is applicable to the position that does not exceed their previous rate, or, if their highest previous rate falls between two rates of the new grade, then they may be considered for the higher of the rates. The rate of pay therefore can never exceed the maximum rate for the grade of the new position.

b. The highest previous rate rule will not be applicable in the following instances unless circumstances exist which are determined to have an adverse impact on the mission of the Wisconsin National Guard.

(1) From one temporary appointment to another with or without a break in service.

Supersedes Technician Policy Letter 550-1 dated 1 March 1989

(2) Temporary appointment to permanent appointment.

(3) Changes from temporary promotions to previously assigned grades.

(4) Service breaks in excess of 5 years except when the non-creditable period of service is in a line of work directly related to the duties required in the position in which employed.

(5) Voluntary request for a change to lower grade for personal reasons or in response to the merit announcement process when the technician has been in the higher grade for less than one year. In these instances, the Technician will be returned to a rate of pay in the lower grade as if there had been no promotion.

(6) Temporary appointment from a permanent appointment when there is a break in service between appointments.

(7) Changes to lower grades resulting from cause based on character, conduct or inefficiency.

c. There is no automatic entitlement to the maximum application of the highest previous rate rule in the pay setting process. Factors which will be considered are:

(1) The span of time that the employee has been away from the career field for which selected.

(2) Equity among the rest of the workforce.

(3) The impact upon the morale of the other employees.

3. **APPROVAL**. Approval authority for discretionary application of the highest previous rate rule in setting the rate of pay is the Director of Support Personnel. When very unusual circumstances are involved, he may appoint a panel to review the merits of the case. Recommendations by the panel will be considered and exceptions made to this policy, as deemed necessary.

The proponent of this SPR is the Director, Support Personnel. Users are invited to send comments to The Adjutant General, DMA Wisconsin, ATTN: WING-SP, PO Box 8111, Madison, Wisconsin 53708-8111

VINCENT J. PINTARRO
COL, GS, WIARNG
Dir, Support Personnel

DISTRIBUTION:
ARNG: G
ANG: Air Admin (Air) – 2
Tac Con Sq – 10
Madison – 70
Milwaukee – 70

Pres, ACT – 1
ACT, Madison – 1
ACT, Milwaukee – 1

Office of Workers' Compensation

NGB-J1-TN-OWCP

People First – Mission Always!

Topics To Be Covered

- **Overview of the Federal Employees' Compensation Act (FECA)**
- **Primary Benefits Provided under the FECA**
- **Types of Injuries and Initiating Claims**
- **Conditions of Coverage**
- **COP and Controversion**

Topics To Be Covered

- Supervisor Responsibilities
- Containing OWCP Costs
- Record Keeping
- Automated Systems
- Internet Resources and References

Overview of the FECA

- Federal Employees' Compensation Act (FECA) passed in 1916
- Benefits Provided
- DOL Chargeback System
- Remedial in nature
- Non-adversarial – an attorney is not required
- Sole remedy

Overview of the FECA (cont'd)

- Program Administration
- DOL / OWCP Adjudicates Claims
- Privacy Act
- Documents For The Doctor
- HIPAA

Primary Benefits Provided under the FECA

- Medical Benefits
  - Services, appliances, and supplies
  - Treatment
  - Preventive care is not authorized
  - Fee Schedules
  - Chiropractor

Primary Benefits Provided under the FECA

- Continuation of Pay (COP)
  - Intent is to avoid interruption of pay while the claim is adjudicated
  - 45 calendar days
  - Traumatic Injury - ONLY

Primary Benefits Provided under the FECA

- Wage Loss Compensation
  - Traumatic Injury
  - Occupational Disease Claim
  - Death

Primary Benefits Provided under the FECA

- Schedule awards
- Vocational rehabilitation
- Death Benefits

Conditions of Coverage

- Timely Filing of Claim
- Federal Civil Service Employee
- Fact of Injury
- Performance of Duty
- Causal Relationship with medical

Timely Filing

- Employee Has Three Years From:
  - Date of Injury
  - Date of First Awareness
  - Date of Last Exposure

Civil Service Employee

- FECA covers all Federal Civil Service and Federal Civilian Employees except for non-appropriated fund employees
- Temporary employees covered on the same basis as permanent employees and indefinite
- Contract employees, volunteers, and loaned employees are covered under some circumstances

Fact of Injury

- Factual – Actual occurrence of an accident, incident, or exposure in time, place, and manner alleged
- Medical – Medical condition diagnosed in connection with that accident, incident, or exposure

Performance of Duty

- Injury occurred while performing assigned duties or engaging in an activity reasonably associated with the employment
- Injury occurred on work premises
- Injury occurred off premises while engaging in work activity

Causal Relationship

- Link between work-related exposure/injury and any medical condition found
- Based entirely on medical evidence provided by physicians who have examined and treated the employee
- Opinions of employee, supervisor, or witnesses not considered – nor is general medical information contained in published articles

Statutory Exclusions

- Willful Misconduct – deliberate and intentional disobedience of rules/orders – not carelessness
- Drug or Alcohol Intoxication – proximately caused the injury
- Intent to Injure Self or Others – intent must be established

Initiating A Claim for a Traumatic Injury

- Traumatic Injury
  - Wound or other condition of the body caused by external force, including stress or strain
  - Caused by specific event or series of events or incidents within a single day or work shift

Initiating A Claim for a Occupational Disease

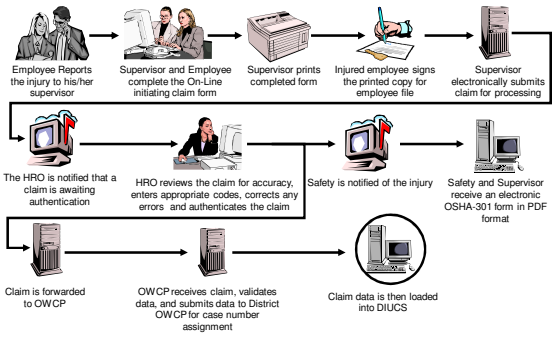
- Occupational Disease
  - Condition produced over a period longer than one workday or shift
  - Exposure over time longer than one workday
- COP is not provided for Occupational Diseases
- CA-16 is not issued for Occupational Diseases

Initiating A Claim for a Traumatic Injury

- Report Notice of Injury CA-1
  - Employee (or someone on her/his behalf, including supervisor) completes front
  - Supervisor completes back
  - Must be submitted to employing agency within 30 days of date of injury to be eligible for COP – however can be submitted up to three years after the injury
  - Must be transmitted to OWCP within ten workdays from date agency received form – *DO NOT HOLD* for wage calculations, supporting documentation, etc.

Supervisor's Role related to a Traumatic Injury Claim

- Have employee seek medical attention authorize care.
- Discuss and review the facts surrounding the incident. Report injury or illness to safety and HR.
- Complete the supervisor and safety screens within the EDI for CA-1 or CA-2 and submit to the HR.
- Advise employee of her/his responsibility to submit prima facie medical evidence of disability within 10 work days, claim on file within 30 work days of injury or risk termination of COP



Initiating A Claim for a Occupational Disease

- Notice of Occupational Disease – CA-2
  - Employee initiates the report of injury through the EDI
  - Supervisor reviews and completes the supervisor and safety screens within the EDI and submits to the HRO
  - Three year statute of limitations

Supervisor's Role related to a Occupational Disease Claim

- Review the employee's portion of the form and provide comments concerning the employee's statement
- Supporting Statement
- Advise employee of the right to elect sick, annual leave or LWOP, pending adjudication of the claim

Supervisor's Role related to a Occupational Disease Claim

- Provide Appropriate Occupational Disease Checklist
  - **CA-35a – Occupational Disease in General**
  - **CA-35b – Hearing Loss**
  - **CA-35c – Asbestos-Related Illness**
  - **CA-35d – Coronary/Vascular Condition**
  - **CA-35e – Skin Disease**
  - **CA-35f – Pulmonary Illness (not Asbestosis)**
  - **CA-35g – Psychiatric Illness**
  - **CA-35h – Carpal Tunnel Syndrome**

Wage Loss/Permanent Impairment

- An employee who can not return to work when COP ends or who is not entitled to COP may claim compensation for wage loss on CA-7
- An employee who has returned to work but who still requires medical treatment during work hours may claim compensation for lost wages while undergoing or traveling to and from treatment

CA-7
(Claim for Compensation)

- An employee who uses annual or sick leave to avoid interruption of income may repurchase that leave, subject to agency concurrence, if the claim is approved
- Schedule awards for permanent impairment

CA-20
(Attending Physician's Report)

- Submitted to OWCP along with CA-7 for wage loss or leave buy back
- Requests information on diagnosis, prognosis, history of injury, prima facie statement of causal relationship, etc.

CA-16
Authorization for Examination

- Covers the member for medical billing purposes for 60 days of coverage.
- Member / Supervisor completes first copy, Provider completes second copy.
- Form is forwarded back to HR for submittal.

CA-17
(Duty Status Report)

- Interim medical report about employee's fitness for duty and work capabilities
- May be issued initially with CA-16
- Supervisor/Agency completes agency portion by describing physical requirements of the employee's job and noting the availability of light or limited duty
- Agency can send to physician at any time during life of claim – but not more than once a week

Challenging Validity of Claim

- Investigate circumstances and report results to OWCP
- Must be supported by specific factual evidence
- Attach detailed statement describing circumstances behind challenge

Challenging Validity of Claim

- Include specific evidence: witness statements, accident investigations, timecards, etc.
- Pay COP (if applicable) pending OWCP decision
- Authority to determine any aspect of claim rests with OWCP. While agency is entitled to explanation of basis for OWCP action, it must accept determination rendered.

APPEAL RIGHTS

- APPEAL BOARD
- RECONSIDERATION
- ORAL HEARING

PENALTIES

•Anyone who knowingly and willfully falsifies, conceals or covers up a material fact;

•Makes a false, fictitious, or fraudulent statement or representation may be subject to these penalties:

A. FINE
B. 10 YEARS IMPRISONMENT
C. BOTH

THIRD PARTY CLAIMS

•Circumstances

•Agency

•Continued Benefits

Initiating A Claim for a Recurrence

- Recurrence
  - A spontaneous return or increase of disability due to a previous injury or occupational disease without intervening cause, or a return or increase of disability due to a consequential injury
  - No event other than the previous injury accounts for the disability
  - A recurrence of a medical condition is defined as a documented need for further medical treatment for the accepted condition or injury when there is no accompanying work stoppage

Initiating A Claim for a Recurrence

- Claim for Recurrence of Disability – CA-2a
  - Employee (or someone on her/his behalf, including supervisor) completes front
  - Supervisor completes back
- Submit to OWCP
- Employee should arrange for submission of factual and medical evidence described in the form instructions

Initiating a Claim for Death Benefits

- When an employee dies because of an injury incurred in the performance of duty, the supervisor/agency should immediately notify the district office via phone or fax
- The supervisor/agency should contact any survivors, provide them with claim forms, and help them prepare the claim
- CA-5 or CA-5b used to submit claims for death benefits
- Supervisor/Agency uses form CA-6 to report the work-related death of an employee

CONTINUATION OF PAY

Continuation of an employee's regular pay by the employing agency with no charge to sick or annual leave.

- **Traumatic injury cases only!**
- **45 calendar days per injury - maximum**
- **Written Notice of Injury within 30 days from the date of injury**
- **Medical evidence within 10 calendar days. (CA-1)**

Supervisor Responsibilities

- Encourage safe work habits and conditions and enforce safety regulations
- Advise employees on rights and responsibilities
- Report injuries promptly
- Complete and submit forms in timely manner (EDI)
  - CA-1 and CA-2 within ten workdays of receipt
  - CA-7 within five workdays of receipt
- Continue pay in traumatic injuries

Supervisor Responsibilities (cont'd)

- Assist employees in returning to work
- Represent the agency's interest
- Challenge questionable claims
- Keep in contact with employee and HR
- Help manage compensation costs
- Accommodate "light duty" work when able

Containing OWCP Costs

- Challenge Questionable Claims
  - OWCP accepts employee statement as factual unless agency provides refuting evidence
  - Agency does not have post adjudicative appeal rights
  - Include actual evidence rather than conjecture or opinion

Containing OWCP Costs

- Offer Light Duty
  - Match employee's physical limitations to your particular position needs
  - Can be reassigned to temporary position
  - Benefits of offering light duty:
    - improves morale for both injured worker and remainder of workforce
    - each day employee remains out of work reduces likelihood s/he will ever return

Containing OWCP Costs

- Light Duty Offers
  - Can be made verbally but must be followed-up in writing within two business days
  - Must include: job description, physical demands of position, organizational and geographical location, date available, date response required
  - If employee refuses, notify OWCP immediately

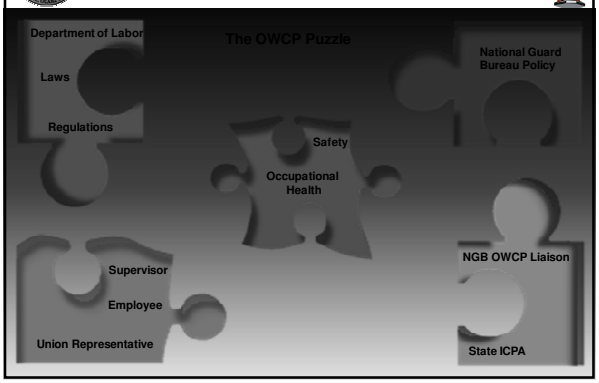
LIGHT DUTY

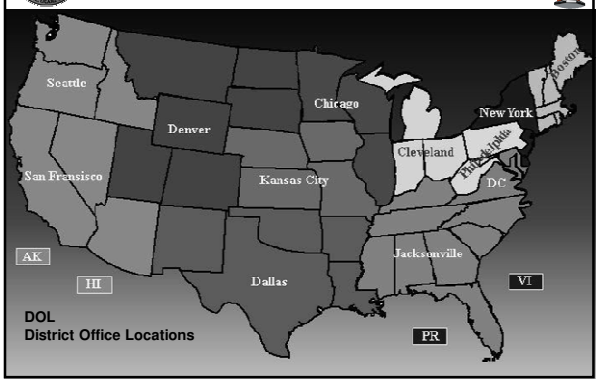
Responsibility of…

- the supervisor to try to accommodate the return of an employee on light duty
- the HRO to officially reassign an employee to another position if necessary
- the employee to cooperate

SUPERVISOR'S OWCP GOALS

- **To minimize workplace hazards**
- **To minimize worker injuries & disease**
- **To minimize agency costs**





(submit CA-1s and CA-2s via EDI): JFHQ J1 or DMA website
http://www.dol.gov/esa/regs/compliance/owcp/forms.htm

General information on OWCP: JFHQ J1 or DMA website
http://www.dol.gov/esa/regs/compliance/owcp/fecacont.htm

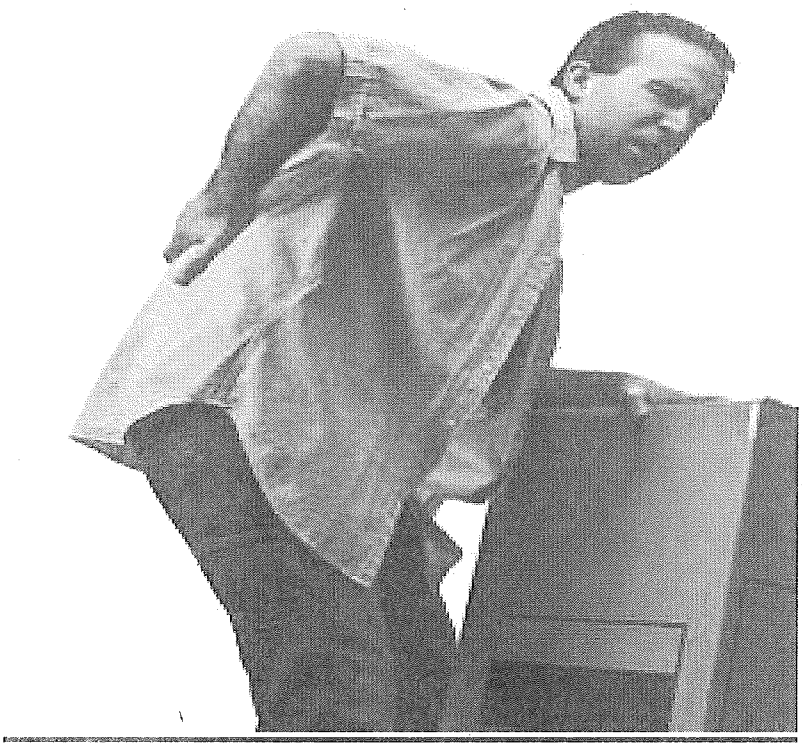
ACS website (bill processing and authorization information):
http://owcp.dol.acs-inc.com/portal/main.do

ACS Customer Service: (850) 558-1818
ACS Bill payment/reimbursement/authorizations:
(866) 335-8319

Your Injury Compensation Program Administrators (ICPA):

MSgt Kenneth Young
(608) 242-3711/DSN 724-3711
FAX (608) 242-3726/DSN 724-3726
Kenneth.o.young@us.army.mil

These Are Documents For The Doctor!



ACS Billing Card, Light Duty Card,

CA-17 Duty Status Report

CA-20 Attending Physician Report

Cards for the Doctor & Report Forms to HR!

Attending Physician's Report

U.S. Department of Labor

Office of Workers' Compensation Programs

Record of Examinaton

1. Patient's name Last First Middle	2. Date of Injury mo, day yr.	3. OWCP File Number	OMB No. 1240-0046 Expires: 10-31-2014

4. What history of injury (including disease) did patient give you?

5. Is there any history or evidence of concurrent or pre-existing injury or disease or physical impairment? (If yes, please describe) ☐ Yes ☐ No — ICD-9 Code

6. What are your findings? (Include results of X-Rays, laboratory reports, etc.)

7. What is your diagnosis? — ICD-9 Code

8. Do you believe the condition found was caused or aggravated by an employment activity? (Please explain answer) ☐ Yes ☐ No

9. Did injury require hospitalization? If no, go to item # 13 ☐ Yes ☐ No	10. Date of admission mo, day yr.	11. Date of discharge mo, day yr.	12. Additional Hospitalization required If Yes, describe in "Remarks" (Item 25) ☐ Yes ☐ No

13. What treatment did you provide?

14. Date of first examination mo. day yr.	15. Date(s) of treatment: mo. day yr. mo. day yr. mo. day yr.	16. Date of discharge from treatment mo. day yr.

17. Period of total disability From mo. day yr. Thru mo. day yr.	18. Period of Partial Disability From mo. day yr. Thru mo. day yr.	19. Date employee able to resume light work mo. day yr.

20. Date employee is able to resume regular work mo. day yr.	21. Has employee been advised that he/she can return to work? ☐ Yes ☐ No	22. If yes, on what date was he/she advised? mo. day yr.

23. If employee is able to resume only light work, indicate the extent of physical limitations and the type of work that could reasonably be performed with these limitations. (Continue in item #25 if necessary.)	24. Are any permanent effects expected as a result of this injury? If yes, describe in item #25. ☐ Yes ☐ No

25. Remarks

26. If you have referred the employee to another physician provide the following: Name	Specialty
Address	27. What was the reason for this referral?
City State ZIP	☐ Consultation ☐ Treatment

Signature

28. I certify that the statements in response to the questions asked above are true, complete and correct to the best of my knowledge. Further, I understand that any false or misleading statements or any misrepresentation or concealment of material fact which is knowingly made may subject me to felony criminal prosecution.

Signature of Physician _____ Date _____

29. Name of Physician	30. Tax ID Number
Address	31. Do you specialize? ☐ Yes ☐ No
City State ZIP	32. If yes, indicate specialty

INSTRUCTIONS TO PHYSICIAN FOR COMPLETING ATTENDING PHYSICIAN'S REPORT

1. COMPLETE THE ENTRIES 1-32 ON THE FORM; AND
2. IF DISABILITY HAS NOT TERMINATED, INDICATE IN ITEM 17; AND
3. SEND THE FORM AND YOUR BILL TO:

OFFICE OF WORKERS' COMPENSATION PROGRAMS
DOL DFEC Central Mailroom
PO Box 8300
London, KY 40742-8300

IMPORTANT: A MEDICAL REPORT IS REQUIRED BY THE OFFICE OF WORKERS' COMPENSATION PROGRAMS BEFORE PAYMENT OF COMPENSATION FOR LOSS OF WAGES OR PERMANENT DISABILITY CAN BE MADE TO THE EMPLOYEE. THIS INFORMATION IS REQUIRED TO OBTAIN OR RETAIN A BENEFIT (5 U.S.C. 8101, et seq.).

IF YOU HAVE SUBMITTED A NARRATIVE MEDICAL REPORT OR A FORM CA-16 TO OWCP WITHIN THE PAST 10 DAYS, YOU NEED NOT SUBMIT THIS FORM CA-20.

OWCP REQUIRES THAT MEDICAL BILLS, OTHER THAN HOSPITAL BILLS, BE SUBMITTED ON THE AMERICAN MEDICAL ASSOCIATION HEALTH INSURANCE CLAIM FORM, HCFA 1500/OWCP-1500.

INSTRUCTIONS FOR THE INJURED WORKER/ EMPLOYING AGENCY

Compensation for wage loss cannot be paid unless medical evidence has been submitted supporting disability for work during the period claimed. For claims based on traumatic injury and reported on Form CA-1, the employee should detach Form CA-20 and complete items 1-3 on the front. The form should be promptly referred to the attending physician for early completion. If the claim is for occupational disease, filed on Form CA-2, a medical report as described in the instructions accompanying that form is required in most cases. The employee should bring these requirements to the physician's attention. It may be necessary for the physician to provide a narrative medical report in place of or in addition to Form CA-20 to adequately explain and support the relationship of the disability to the employment.

For payment of a schedule award, the claimant must have a permanent loss or loss of function of one of the members of the body or organs enumerated in the regulations (20 C.F.R. 10.404). The attending physician must affirm that maximum medical improvement of the condition has been reached and should describe the functional loss and the resulting impairment in accordance with the American Medical Association Guides to the Evaluation of Permanent Impairment.

NOTICE

If you have a substantially limiting physical or mental impairment, Federal disability nondiscrimination law gives you the right to receive help from DFEC in the form of communication assistance, accommodation and modification to aid you in the FECA claims process. For example, we will provide you with copies of documents in alternate formats, communication services such as sign language interpretation, or other kinds of adjustments or changes to account for the limitations of your disability. Please contact our office or the claims examiner to ask about this assistance.

For Sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, DC 20402

Duty Status Report

U.S. Department of Labor
Employment Standards Administration
Office of Workers' Compensation Programs

This form is provided for the purpose of obtaining a duty status report for the employee named below. This request does not constitute authorization for payment of medical expense by the Department of Labor, nor does it invalidate any previous authorization issued in this case. This request for information is authorized by law (5 USC 8101 et seq.) and is required to obtain or retain a benefit. Information collected will be handled and stored in compliance with the Freedom of Information Act, the Privacy Act of 1974 and the OMB Cir. A-108. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

OMB No. 1215-0103
Expires: 08-31-02

OWCP File Number
(If known)

SIDE A - Supervisor: Complete this side and refer to physician

1. Employee's Name (Last, first, middle)
2. Date of Injury (Month, day, yr.)
3. Social Security No.
4. Occupation
5. Describe How the Injury Occurred and State Parts of the Body Affected
6. The Employee Works
   Hours Per Day Days Per Week
7. Specify the Usual Work Requirements of the Employee. Check Whether Employee Performs These Tasks or is Exposed Continuously or intermittently, and Give Number of Hours.

Activity	Continuous	Intermittent		Continuous	Intermittent	
a. Lifting/Carrying: State Max Wt.	#lbs.	#lbs.	Hrs Per Day	#lbs.	#lbs.	Hrs Per Day
b. Sitting			Hrs Per Day			Hrs Per Day
c. Standing			Hrs Per Day			Hrs Per Day
d. Walking			Hrs Per Day			Hrs Per Day
e. Climbing			Hrs Per Day			Hrs Per Day
f. Kneeling			Hrs Per Day			Hrs Per Day
g. Bending/Stooping			Hrs Per Day			Hrs Per Day
h. Twisting			Hrs Per Day			Hrs Per Day
i. Pulling/Pushing			Hrs Per Day			Hrs Per Day
j. Simple Grasping			Hrs Per Day			Hrs Per Day
k. Fine Manipulation (Includes keyboarding)			Hrs Per Day			Hrs Per Day
l. Reaching above Shoulder			Hrs Per Day			Hrs Per Day
m. Driving a Vehicle (Specify)			Hrs Per Day			Hrs Per Day
n. Operating Machinery (Specify)			Hrs Per Day			Hrs Per Day
o. Temp. Extremes			range in degrees F			range in degrees F
p. High Humidity			Hrs Per Day			Hrs Per Day
q. Chemicals, Solvents, etc. (Identify)			Hrs Per Day			Hrs Per Day
r. Fumes/Dust (identify)			Hrs Per Day			Hrs Per Day
s. Noise (Give dBA)			dBA Hrs Per Day			dBA Hrs Per Day

t. Other (Describe)

SIDE B - Physician: Complete this side

8. Does the History of Injury Given to You by the Employee Correspond to that Shown in Item 5? ☐ Yes ☐ No (If not, describe)
9. Description of Clinical Findings
10. Diagnosis Due to Injury
11. Other Disabling Conditions
12. Employee Advised to Resume Work?
    ☐ Yes, Date Advised ___/___/___ ☐ No
13. Employee Able to Perform Regular Work Described on Side A?
    ☐ Yes, If so ☐ Full-Time or ☐ Part-Time _____ Hrs Per Day
    ☐ No, If not, complete below:
14. Are Interpersonal Relations Affected Because of a Neuropsychiatric Condition? (e.g. Ability to Give or Take Supervision, Meet Deadlines, etc.) ☐ Yes ☐ No (Describe)
15. Date of Examination
16. Date of Next Appointment
17. Specialty
18. Tax Identification Number
19. Physician's Signature
20. Date

INSTRUCTIONS FOR COMPLETING DUTY STATUS REPORT (CA-17)

SUPERVISOR: Complete Side A and refer the form to the physician to complete Side B. Fill in the address of the Employing Agency and the appropriate OWCP District Office in the spaces below. Enter the OWCP file number in the top right corner.

PHYSICIAN: Complete Side B, sign and return to the employing agency within 2 days to prevent interruption of the employee's income. Fill in your name and address.

Medical Facility Name and Address

Send Original Report to:

Employing Agency Address

Send a Copy of This Report to:

OFFICE OF WORKERS' COMPENSATION PROGRAMS

CERTIFICATION: BY SIGNING BLOCK 19 ON THE FRONT OF THIS FORM, THE PHYSICIAN CERTIFIES AS FOLLOWS:

I CERTIFY THAT ALL THE STATEMENTS IN RESPONSE TO THE QUESTIONS ASKED ON THIS FORM CA-17 ARE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. FURTHER, I UNDERSTAND THAT ANY KNOWINGLY FALSE OR MISLEADING STATEMENT, OR MISREPESENTATION OR CONCEALMENT OF MATERIAL FACT, MAY SUBJECT ME TO FELONY CRIMINAL PROSECUTION.

I FURTHER UNDERSTAND THAT THIS REQUEST DOES NOT CONSTITUTE AUTHORIZATION FOR PAYMENT OF MEDICAL EXPENSES BY THE DEPARTMENT OF LABOR, NOR DOES IT INVALIDATE ANY PREVIOUS AUTHORIZATION ISSUED IN THIS CASE.

Public Burden Statement

We estimate that it will take an average of 5 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the OWCP, U.S. Department of Labor, Room S-3229, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

DO NOT SEND THE COMPLETED FORM TO THIS OFFICE

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402

ACS
(Department of Military Affairs
Joint Forces Headquarters)

FEDERAL EMPLOYEES ARE COVERED BY THE U. S. DEPT OF LABOR, FEDERAL EMPLOYEES COMPENSATION ACT (FECA) FOR WORK-RELATED INJURIES.

Provider Enrollment Address:
Affiliated Computer Services (ACS) - Enrollment Unit
Department of Labor (DOL) , PO Box 14600
Tallahassee, FL 32317-4600

National Guard Federal Workers Compensation Contact (ICPA):

Name **Kenneth Young** Phone **(608) 242-3711**

This card is provided for informational purposes only and is not a guarantee of payment. (1 of 2)

ACS
Submit Medical Bills & Medical Documentation/Correspondence to:
U.S. Dept of Labor - OWCP, PO Box 8300, London, KY 40742-8300
Phone: (850) 558-1818 or (866) 335-8319 Toll Free IVR
ACS authorization fax # (800) 215-4901
ACS Website: http://owcp.dol.acs-inc.com

Prescription Benefit Inquiries: 1-866-664-5581

Provider Checklist:
- ☐ Provider enrolled with ACS/ ACS provider number on bill
- ☐ FECA Case # on medical bill & documentation
- ☐ Medical documentation submitted to the Department of Labor (DOL)
- ☐ Prior authorization requested
- ☐ Diagnosis code obtained from injured employee/ copy of DOL letter

This card is provided for informational purposes only and is not a guarantee of payment. (2 of 2)

FEDERAL TECHS LIGHT DUTY

(Department of Military Affairs
Joint Forces Headquarters)

FEDERAL EMPLOYEES ARE COVERED BY THE U. S. DEPT OF LABOR, FEDERAL EMPLOYEES COMPENSATION ACT (FECA) FOR WORK-RELATED INJURIES.

The Wisconsin National Guard has a light duty program
The Technician is required to maintain contact with supervisor whenever change of condition happens or continued total disability
The policy modifies duty assignments for technicians who present written medical
The Technician is required to inform the physician that light duty is available
National Guard Federal Workers Compensation Contact (ICPA):

Name Kenneth Young Phone (608) 242-3711

This card is provided for informational purposes only and is not a guarantee of payment. (1 of 2)

FEDERAL TECHS LIGHT DUTY

(Department of Military Affairs
Joint Forces Headquarters)

Once medical report indicates the technician is no longer totally disabled, he/she will be required to accept any reasonable suitable limited duty
The limited duty will be based on the physicians report stating types of work that can or cannot be performed.
Immediate supervisor is responsible for coordinating with HRO/ ICPA and assisting with identifying light duty assignment
If technician has to be reassigned based on light duty the offer has to be in writing
The offer must be confirmed in writing within 48 hours to be valid.
The technician is required to adhere to limited duty until cleared for full duty by medical provider In writing.
National Guard Federal Workers Compensation Contact (ICPA):

Name Kenneth Young Phone (608) 242-3711

This card is provided for informational purposes only and is not a guarantee of payment. (2 of 2)

Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation

U.S. Department of Labor
Employment Standards Administration
Office of Workers' Compensation Programs

Employee: Please complete all boxes 1 - 15 below. Do not complete shaded areas.
Witness: Complete bottom section 16.
Employing Agency (Supervisor or Compensation Specialist): Complete shaded boxes a, b, and c.

Employee Data

1 Name of employee (Last First Middle): Smith, John D.

2 Social Security Number: 123-45-6789

3 Date of birth Mo. Day Yr.: 07-22-1977

4 Sex: ☒ Male ☐ Female

5 Home telephone: 608-242-3431

6 Grade as of date of injury: Level 09 Step 01

7 Employee's home mailing address (Include city, state, and ZIP code):
1738 Anderson Street
Madison, WI 53708

8 Dependents
☒ Wife, Husband
☒ Children under 18 years
☐ Other

Description of Injury

9 Place where injury occurred (e g 2nd floor Main Post Office Bldg , 12th & Pine): DMA Parking lot

10 Date injury occurred Mo. Day Yr.: 02-11-2009

Time: 0725 ☒ a m ☐ p.m.

11 Date of this notice Mo Day Yr: 02-11-2009

12 Employee's occupation: IT Specialist

13 Cause of injury (Describe what happened and why):
I was walking to door from the parking lot and slipped on some ice. My lower back was sore when I tried to get up.

14 Nature of injury (Identify both the injury and the part of body, e g , fracture of left leg): Lower back injury

a Occupation code
b Type code
c Source code
OWCP Use - NOI Code

Employee Signature

15 I certify, under penalty of law, that the injury described above was sustained in performance of duty as an employee of the United States Government and that it was not caused by my willful misconduct, intent to injure myself or another person, nor by my intoxication. I hereby claim medical treatment if needed, and the following, as checked below, while disabled for work:

☒ b Continuation of regular pay (COP) not to exceed 45 days and compensation for wage loss if disability for work continues beyond 45 days If my claim is denied, I understand that the continuation of my regular pay shall be charged to sick or annual leave or be deemed an overpayment within the meaning of 5 USC 5584

☐ a Sick and/or Annual Leave

I hereby authorize any physician or hospital (or any other person, institution, corporation, or government agency) to furnish any desired information to the U.S. Department of Labor, Office of Workers' Compensation Programs (or to its official representative) This authorization also permits any official representative of the Office to examine and to copy any records concerning me

Signature of employee or person acting on his/her behalf John D. Smith **Date** 2-11-09

Any person who knowingly makes any false statement, misrepresentation, concealment of fact or any other act of fraud to obtain compensation as provided by the FECA or who knowingly accepts compensation to which that person is not entitled is subject to civil or administrative remedies as well as felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine or imprisonment or both

Have your supervisor complete the receipt attached to this form and return it to you for your records.

Witness Statement

16 Statement of witness (Describe what you saw, heard, or know about this injury)

Name of witness | Signature of witness | Date signed

Address | City | State | ZIP Code

Official Supervisor's Report: Please complete information requested below:

Supervisor's Report

17. Agency name and address of reporting office (include city state and zip code)
TAG-WI
2400 Wright Street
Madison, WI 53704

OWCP Agency Code

OSHA Site Code

ZIP Code

18 Employee's duty station (Street address and ZIP code)
2400 Wright St, Madison, WI 53704

19 Employee's retirement coverage ☐ CSRS ☒ FERS ☐ Other (identify)

20. Regular work hours From: 0730 ☒ a m ☐ p.m. To: 1600 ☐ a m ☒ p.m.

21 Regular work schedule ☐ Sun. ☒ Mon ☒ Tues. ☒ Wed ☒ Thurs ☒ Fri. ☐ Sat.

22. Date of Injury Mo Day Yr 02-11-2009

23. Date notice received Mo Day Yr 02-11-2009

24 Date stopped work Mo Day Yr 02-11-2009 Time: 0730 ☒ a m ☐ p.m.

25 Date pay stopped Mo Day Yr

26. Date 45 day period began Mo Day Yr

27. Date returned to work Mo Day Yr Time: ☐ a m ☐ p.m.

28. Was employee injured in performance of duty? ☒ Yes ☐ No (If "No," explain)

29 Was injury caused by employee's willful misconduct, intoxication or intent to injure self or another? ☐ Yes (If "Yes " explain) ☒ No

30 Was injury caused by third party? ☐ Yes ☒ No (If "No " go to item 32)

31 Name and address of third party (Include city state and ZIP code)

32 Name and address of physician first providing medical care (Include city state ZIP code)

33 First date medical care received Mo Day Yr

34 Do medical reports show employee is disabled for work? ☐ Yes ☐ No

35 Does your knowledge of the facts about this injury agree with statements of the employee and/or witnesses? ☒ Yes ☐ No (If "No," explain)

36 If the employing agency controverts continuation of pay state the reason in detail

37 Pay rate when employee stopped work $ 26.14 Per hr.

Signature of Supervisor and Filing Instructions

38 A supervisor who knowingly certifies to any false statement, misrepresentation, concealment of fact etc., in respect of this claim may also be subject to appropriate felony criminal prosecution.

I certify that the information given above and that furnished by the employee on the reverse of this form is true to the best of my knowledge with the following exception:

Michael A. Dole

Name of supervisor (Type or print)

Michael A. Dole

Signature of supervisor

2-11-2009

Date

IT Supervisor

Supervisor's Title

608-242-3421

Office phone

39 Filing instructions

☐ No lost time and no medical expense: Place this form in employee's medical folder (SF-66-D)
☐ No lost time, medical expense incurred or expected: forward this form to OWCP
☒ Lost time covered by leave LWOP or COP: forward this form to OWCP
☐ First Aid Injury

Instructions for Completing Form CA-1

Complete all items on your section of the form. If additional space is required to explain or clarify any point, attach a supplemental statement to the form. Some of the items on the form which may require further clarification are explained below.

Employee (Or person acting on the employees' behalf)

13) Cause of injury

Describe in detail how and why the injury occurred. Give appropriate details (e.g.: if you fell, how far did you fall and in what position did you land?)

14) Nature of Injury

Give a complete description of the condition(s) resulting from your injury. Specify the right or left side if applicable (e.g., fractured left leg: cut on right index finger)

15) Election of COP/Leave

If you are disabled for work as a result of this injury and filed CA-1 within thirty days of the injury, you may be entitled to receive continuation of pay (COP) from your employing agency. COP is paid for up to 45 calendar days of disability, and is not charged against sick or annual leave. If you elect sick or annual leave you may not claim compensation to repurchase leave used during the 45 days of COP entitlement.

Supervisor

At the time the form is received, complete the receipt of notice of injury and give it to the employee. In addition to completing items 17 through 39, the supervisor is responsible for obtaining the witness statement in Item 16 and for filling in the proper codes in shaded boxes a, b, and c on the front of the form. If medical expense or lost time is incurred or expected, the completed form should be sent to OWCP within 10 working days after it is received.

The supervisor should also submit any other information or evidence pertinent to the merits of this claim.

If the employing agency controverts COP, the employee should be notified and the reason for controversion explained to him or her.

17) Agency name and address of reporting office

The name and address of the office to which correspondence from OWCP should be sent (if applicable, the address of the personnel or compensation office).

18) Duty station street address and zip code

The address and zip code of the establishment where the employee actually works.

19) Employers Retirement Coverage.

Indicate which retirement system the employee is covered under.

30) Was injury caused by third party?

A third party is an individual or organization (other than the injured employee or the Federal government) who is liable for the injury. For instance, the driver of a vehicle causing an accident in which an employee is injured, the owner of a building where unsafe conditions cause an employee to fall, and a manufacturer whose defective product causes an employee's injury, could all be considered third parties to the injury.

32) Name and address of physician first providing medical care

The name and address of the physician who first provided medical care for this injury. If initial care was given by a nurse or other health professional (not a physician) in the employing agency's health unit or clinic, indicate this on a separate sheet of paper.

33) First date medical care received

The date of the first visit to the physician listed in item 31.

36) If the employing agency controverts continuation of pay, state the reason in detail.

COP may be controverted (disputed) for any reason; however the employing agency may refuse to pay COP only if the controversion is based upon one of the nine reasons given below:

a) The disability was not caused by a traumatic injury.

b) The employee is a volunteer working without pay or for nominal pay, or a member of the office staff of a former President;

c) The employee is not a citizen or a resident of the United States or Canada;

d) The injury occurred off the employing agency's premises and the employee was not involved in official "off premise" duties;

e) The injury was proximately caused by the employee's willful misconduct, intent to bring about injury or death to self or another person, or intoxication;

f) The injury was not reported on Form CA-1 within 30 days following the injury;

g) Work stoppage first occurred 45 days or more following the injury;

h) The employee initially reported the injury after his or her employment was terminated; or

i) The employee is enrolled in the Civil Air Patrol, Peace Corps, Youth Conservation Corps, Work Study Programs, or other similar groups.

Employing Agency - Required Codes

Box a (Occupation Code), Box b (Type Code), Box c (Source Code), OSHA Site Code

The Occupational Safety and Health Administration (OSHA) requires all employing agencies to complete these items when reporting an injury. The proper codes may be found in OSHA Booklet 2014, "Recordkeeping and Reporting Guidelines.

OWCP Agency Code

This is a four-digit (or four digit plus two letter) code used by OWCP to identify the employing agency. The proper code may be obtained from your personnel or compensation office, or by contacting OWCP.

Benefits for Employees under the Federal Employees' Compensation act (FECA)

The FECA, which is administered by the Office of Workers Compensation Programs (OWCP), provides the following benefits for job-related traumatic injuries:

(1) Continuation of pay for disability resulting from traumatic, job-related injury, not to exceed 45 calendar days. (To be eligible for continuation of pay, the employee or someone acting on his/her behalf, must file Form CA-1 within 30 days following the injury and provide medical evidence in support of disability within 10 days of submission of the CA-1. Where the employing agency continue's the employee's pay, the pay must not be interrupted unless one of the provision's outlined in 20 CFR 10 222 apply

(2) Payment of compensation for wage loss after the expiration of COP, if disability extends beyond such point, or if COP is not payable If disability continues after COP expires, Form CA-7 with supporting medical evidence, must be filed with OWCP. To avoid interruption of income, the form should be filed on the 40th day of the COP period

(3) Payment of compensation for permanent impairment of certain organs, members, or functions of the body (such as loss or loss of use of an arm or kidney, loss of vision, etc), or for serious defringement of the head, face, or neck

(4) Vocational rehabilitation and related services where directed by OWCP.

(5) All necessary medical care from qualified medical providers. The injured employee may choose the physician who provides initial medical care. Generally, 25 miles from the place of injury, place of employment, or employee's home is a reasonable distance to travel for medical care

An employee may use sick or annual leave rather than LWOP while disabled. The employee may repurchase leave used for approved periods. Form CA-7b, available from the personnel office, should be studied BEFORE a decision is made to use leave

For additional information, review the regulations governing the administration of the FECA (Code of Federal Regulations, Chapter 20, Part 10) or pamphlet CA-810

Privacy Act

In accordance with the Privacy Act of 1974, as amended (5 U.S.C. 552a), you are hereby notified that: (1) The Federal Employees' Compensation Act, as amended and extended (5 U.S.C. 8101, et seq.) (FECA) is administered by the Office of Workers' Compensation Programs of the U.S. Department of Labor, which receives and maintains personal information on claimants and their immediate families. (2) Information which the Office has will be used to determine eligibility for and the amount of benefits payable under the FECA, and may be verified through computer matches or other appropriate means. (3) Information may be given to the Federal agency which employed the claimant at the time of injury in order to verify statements made, answer questions concerning the status of the claim, verify billing, and to consider issues relating to retention, rehire, or other relevant matters (4) Information may also be given to other Federal agencies, other government entities, and to private-sector agencies and/or employers as part of rehabilitative and other return-to-work programs and services. (5) Information may be disclosed to physicians and other health care providers for use in providing treatment or medical/vocational rehabilitation, making evaluations for the Office, and for other purposes related to the medical management of the claim. (6) Information may be given to Federal, state and local agencies for law enforcement purposes, to obtain information relevant to a decision under the FECA, to determine whether benefits are being paid properly, including whether prohibited dual payments are being made, and, where appropriate to pursue salary/administrative offset and debt collection actions required or permitted by the FECA and/or the Debt Collection Act (7) Disclosure of the claimant's social security number (SSN) or tax identifying number (TIN) on this form is mandatory The SSN and/or TIN), and other information maintained by the Office, may be used for identification, to support debt collection efforts carried on by the Federal government, and for other purposes required or authorized by law. (8) Failure to disclose all requested information may delay the processing of the claim or the payment of benefits, or may result in an unfavorable decision or reduced level of benefits.

Note: This notice applies to all forms requesting information that you might receive from the Office in connection with the processing and adjudication of the claim you filed under the FECA.

Receipt of Notice of Injury

This acknowledges receipt of Notice of Injury sustained by
(Name of injured employee)

Which occurred on (Mo Day Yr)

At (Location)

Signature of Official Superior | Title | Date (Mo Day, Yr)

*U.S. GPO: 1999-454-845/12704

Notice of Recurrence Sample CA-2a

U.S. Department of Labor
Employment Standards Administration
Office of Workers' Compensation Programs

Employee: Complete Part A below.
Employing Agency (Supervisor or Compensation Specialist): Complete Part B.
Note: Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

OMB No. 1215-0167
Expires: 05-31-05

Part A - Employee

1 Name of employee (Last, First Middle): ANDERS STEVEN A

2 Social Security Number: 123-45-6789

3 OWCP file number for original injury:

4 Date of birth (Mo. Day Yr): 01/01/01

5 Sex: [X] Male [ ] Female

6 Home telephone: 999-999-9999

7 Home mailing address (include city, state, and ZIP code): 4274 Hilldale Road, Madison WI 53705

8 Dependents:
[X] Wife, Husband
[ ] Children under 18 years
[ ] Other

9 Name and Address of Employing Agency at time of original injury (number, street, city, state, ZIP code): DMA JFHQ, 2400 Wright Street, Madison WI 53704

10 Name and Address of Employing Agency at time of recurrence, if other than shown in 9. If you are no longer employed with the Federal Government complete Part C also.: 115FW MXSMXQ, 3110 Mitchell Stree, Madison WI 53704

11 Date and Hour of original injury (mo., day, year)	12 Date and Hour of recurrence (mo., day, year)	13 Date and Hour stopped work after recurrence (mo., day, year)	14 Date and Hour pay stopped after recurrence (mo., day, year)	15 Date and Hour returned to work (mo., day, year)
12/15/2009 0800	12/18/2009 1200	12/18/2009 1200		01/01/2010 0700

[X] Medical Treatment Only
[ ] Time Loss From Work

17 Date of first medical treatment following recurrence (mo., day, year): 12/20/2009

18 Name and address of treating physician: Doctor Strange Man, 2850 N. Park, Madison WI 53709

19 After returning to work following the original injury, were you in any way limited in performing your usual duties? (If so, explain. Also state how long these limitations continued.) [X] Yes [ ] No

I was working on a special assignment while typing a report, I kept getting this sharp pain in both my wrist.

20 Describe your condition since you returned to work, including the nature and frequency of all medical treatment received

I have been authorized frequent breaks and a wrist rest for my work station. I also go to physical therapy once a week for wrist therapy.

21 Describe how and when the recurrence happened. Explain why you believe your current condition is related to the original injury

My frequency for typing the special reports had a very short suspense and my administrative assistant is on leave. Much more fast typing is required and accuracy is paramount. So I think that my wrist became overworked very quickly.

22 Describe all injuries and illnesses which you suffered between the date you returned to work after the original injury and the date of recurrence. Arrange for the submission of all relevant medical records.

None

Any person who knowingly makes any false statement, misrepresentation, concealment of fact, or any other act of fraud to obtain compensation as provided by the Federal Employees' Compensation Act (FECA), or who knowingly accepts compensation to which that person is not entitled, is subject to civil or administrative remedies as well as felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine or imprisonment or both.

I hereby claim medical treatment if needed, and up to 45 days Continuation of Pay if disabled for work.

I hereby authorize any physician or hospital (or any other person, institution, corporation, or government agency) to furnish any desired information to the U.S. Department of Labor, Office of Workers' Compensation Programs (or to its official representative). This authorization also permits any official representative of the Office to examine and to copy any records concerning me.

I certify, under penalty of law, that the information provided on this form is true and correct to the best of my knowledge.

23 Signature of employee

24 Date (mo., day, year)

Part B - Federal Employing Agency

25. Name and address of reporting office (include city, state, and ZIP Code)

DMA JFHQ

2400 Wright Street

Madison WI ZIP Code 53704

OWCP Agency Code

OSHA Site Code

26 Employee's duty station (street address and ZIP Code)

115FW MXSMXQ

3110 Mitchell Street

Madison WI ZIP Code 53704

27. Date of first return to FULL- TIME REGULAR duty following original injury

Mo Day Yr 01/01/2010

28 Regular work hours From 0700 [X] a m [ ] p m To 430 [ ] a m [X] p m

29 Regular work days [ ] Sun [X] Tues [X] Thurs [X] Mon. [X] Wed [X] Fri. [ ] Sat

30 Date of injury Mo Day Yr 12/15/2010

31 Date of recurrence Mo Day Yr 12/18/2010

32 Date stopped work after recurrence Mo Day Yr 12/18/2010 Time 1200 [ ] a m [X] p m

33 Date pay stopped after recurrence Mo Day Yr

34. Dates COP paid for recurrence From Mo Day Yr To

35 Date returned to work after recurrence Mo Day Yr. Time [ ] a m [ ] p m

36. Did the employee receive medical care at an agency facility due to the recurrence? If so, please attach all relevant medical records [ ] Yes [X] No

37 At the time of the recurrence did your agency authorize medical treatment on Form CA-16? [ ] Yes [X] No

38. After the original injury, did you make any accommodations or adjustments in the employee's regular duties due to injury-related limitation? [ ] Yes [X] No If so, provide full details

39 After return to work, did the employee sustain any other injury or illness which affected performance of his or her duties? If so, provide full details

40 Please review the statements made by the employee in Part A of this form and provide any relevant comments and additional information

A supervisor or compensation specialist who knowingly certifies to any false statement, misrepresentation, concealment of fact, etc., in respect to this claim may also be subject to appropriate felony criminal prosecution.

41 Signature of Supervisor or Compensation Specialist (at time of recurrence)	42 Title	43 Work phone	44. Date (mo , day, year)

Part C - Employee

(To be completed by the employee if not employed with the Federal Government at the time of the claimed recurrence)

1 For all jobs held since you left the job held when the initial injury occurred, list the full name and address of your employers and the inclusive dates of employment. Include any self-employment.

Currently employee of 115 FW MXS, Truax Field, Madison, WI 53704, Employed from 2001 to present.
Previously employee of Wisconsin Department of Transportation 1994-2001

2. For all jobs listed in item 1 above provide your job title, nature of duties performed, number of hours worked per week and rate of pay.

115 FW Truax Field, Madison, WI, Aircraft Mechanic, Duties: Repair service materials and perform operator level maintenance of fighter air craft, 40 hour work week, pay rate: 22.15 per hour.

Wisconsin Department of Transportation, Road Crew Sweeper Driver/ Light Road and Patch Construction, Road Crew Member, Heavy Equipment Operator, 40 hours per week, pay rate: 17 22 per hour

3 Describe all educational and/or vocational training received since your original injury Include any licenses or certificates earned.

Handy Jays Truck Driving School, OSHA Heavy Equipment Operator License.

4. What was your rate of pay if you stopped work due to this recurrence?

$ 22.15 per Hour

5 Do you claim compensation for lost wages? ☐ Yes ☒ No

If so for what period? _____ through _____

6. Have you received any pay during the period claimed? ☐ Yes ☒ No

If so, how much and from what source? _____

Section 8101, et seq., Title 5 to the U.S. Code authorizes collection of this information. Completion of this form is mandatory in order to ensure the timely filing of a notice of recurrence of disability and claim for benefits under the Federal Employees' Compensation Act (FECA). The information will be used to initiate and assist in the adjudication of the claim and failure to provide the information may prevent or delay claim processing. Additional disclosures of this information may be to: third parties in litigation; employing agencies; various individuals and organizations providing related medical rehabilitation and other services; insurance plans which may have paid related bills; labor unions; various law enforcement officials; other federal, state and local agencies (including the GAO and IRS) as appropriate; data processing contractors to the Department of Labor; debt collection agencies and credit bureaus

7. Signature of Employee	8 Date (mo., day, year)

• U S GPO: 2000-467-602/39549

INSTRUCTIONS FOR COMPLETING FORM CA-2a
NOTICE OF RECURRENCE

DEFINITION OF RECURRENCE

A Recurrence of the Medical Condition is the documented need for additional medical treatment after release from treatment for the work-related injury Continuing treatment for the original condition is not considered a recurrence

A Recurrence of Disability is a work stoppage caused by:

- A spontaneous return of the symptoms of a previous injury or occupational disease without intervening cause;
- A return or increase of disability due to a consequential injury (defined as one which occurs due to weakness or impairment caused by a work-related injury); or
- Withdrawal of a specific light duty assignment when the employee cannot perform the full duties of the regular position This withdrawal must have occurred for reasons other than misconduct or non-performance of job duties.

IF A NEW INJURY OR EXPOSURE TO THE CAUSE OF AN OCCUPATIONAL ILLNESS OCCURS, AND DISABILITY OR THE NEED FOR MEDICAL CARE RESULTS, A NEW FORM CA-1 OR CA-2 SHOULD BE FILED. This is true even if the now incident involves the same part of the body as previously affected.

INSTRUCTIONS FOR EMPLOYEE

- Review the definition of "recurrence" given above. If you believe that you have sustained a recurrence, complete Part A of this form Attach a separate sheet of paper if needed to provide full details
- If you worked for the Federal Government at the time of the recurrence, submit Form CA-2a to your employing agency. If you no longer work for the Federal Government, complete Parts A and C of this form and submit all materials directly to the Office of Workers' Compensation Programs (OWCP)
- If you are claiming a recurrence of disability for an occupational illness or if all 45 days of continuation of pay (COP) have been used, you may claim wage loss on Form CA-7 The OWCP will pay compensation if the claim is approved.
- Arrange for your attending physician to submit a detailed medical report The report should include: dates of examination and treatment; history as given by you; findings; results of x-ray and laboratory tests; diagnosis; course of treatment; and the treatment plan. **The physician must also provide an opinion, with medical reasons, regarding causal relationship between your condition and the original injury.** Finally the physician should describe your ability to perform your regular duties If you are disabled for your regular work, the physician should identify the dates of disability and provide work tolerance limitations.
- If other physicians treated you after you returned to work following the original injury, obtain similar medical reports from each of them.

INSTRUCTIONS FOR EMPLOYING AGENCY

- After the employee has completed Part A, promptly complete Part B and submit the form to OWCP, unless: the claimant is still receiving continuation of pay (COP); the recurrence is for medical care only and the claim is still open; or the claimant is currently requesting neither wage-loss compensation nor payment of medical expenses In these instances, file the form in the Employee Medical Folder
- If COP is being paid, obtain medical evidence using Form CA-17, "Duty Status Report", as often as circumstances indicate.
- For a recurrence less than 90 days after the employee's return to work following the original injury, you may authorize required medical care using Form CA-16. For a recurrence more than 90 days after the employee's return to work, OWCP must authorize further medical care.
- For recurrences of disability which continue after the 45 days of COP have expired or which involve occupational illness, instruct the employee to file Form CA-7

Public Burden Statement

Completion of this collection of information is estimated to vary from 15 to 45 minutes per response with an average of 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding the burden estimate or any other aspect to this collection of information, including suggestions for reducing this burden, send them to the Office of Workers' Compensation Programs, U.S Department of Labor, Room S-3229, 200 Constitution Avenue, N.W., Washington, DC 20210.

DO NOT SEND THE COMPLETED FORM TO THE OFFICE SHOWN ABOVE.

Authorization for Examination And/Or Treatment

U.S. Department of Labor
Employment Standards Administration
Office of Workers' Compensation Programs

The following request for information is authorized by law (5 USC 8101 et. seq.). Benefits and/or medical services expenses may not be paid or may be subject to suspension under this program unless this report is completed and filed as requested. Information collected will be handled and stored in compliance with the Freedom of Information Act, the Privacy Act of 1974 and OMB Cir. No. A-108.

OMB No.: 1215-0103
Expires: 09-30-91

PART A - AUTHORIZATION

1. Name and Address of the Medical Facility or Physician Authorized to Provide the Medical Service:

Memorial Hospital
1245 Main Street, Tucson, AZ 85714

2. Employee's Name (last, first, middle)	3. Date of Injury (mo. day, yr.)	4. Occupation
DAY, Donald L.	2-10-94	Electrician

5. Description of Injury or Disease:

Fell approximately 15 feet from scaffold -- Right ankle extremely painful.

6. You are authorized to provide medical care for the employee for a period of up to sixty days from the date shown in item 11, subject to the condition stated in item A, and to the condition indicated either 1 or 2, in item B.

A. Your signature in item 35 of Part B certifies your agreement that all fees for services shall not exceed the maximum allowable fee established by OWCP and that payment by OWCP will be accepted as payment in full for said services.

B. ☒ 1. Furnish office and/or hospital treatment as medically necessary for the effects of this injury. Any surgery other than emergency must have prior OWCP approval.

☐ 2. There is doubt whether the employee's condition is caused by an injury sustained in the performance of duty, or is otherwise related to the employment. You are authorized to examine the employee using indicated non-surgical diagnostic studies, and promptly advise the undersigned whether you believe the condition is due to the alleged injury or to any circumstances of the employment. Pending further advice you may provide necessary conservative treatment if you believe the condition may be to the injury or to the employment.

7. If a Disease or Illness is Involved, OWCP Approval for Issuing Authorization was Obtained from: (Type Name and Title of OWCP Official)

N/A

8. Signature of Authorizing Official:

9. Name and Title of Authorizing Official: (Type or print clearly)
Ronald Cane
Chief, Electrical Shop

10. Local Employing Agency Telephone Number:
(602) 746-0001

11. Date (mo., day, year)
2-10-94

12. Send one copy of your report: (Fill in remainder of address)

U.S. DEPARTMENT OF LABOR
Employment Standards Administration
Office of Workers' Compensation Programs
71 Stevenson Street, 2nd Floor
San Francisco, CA 94105

13. Name and Address of Employee's Place of Employment:

Department of Agency USAF

Bureau or Office AWG

Local Address (including Zip Code)

836 CSG/DPC
Davis-Monthan AFB AZ 85707

Public Burden Statement

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing burden, to the Office of Information Management, Department of Labor, Room N1301, 200 Constitution Avenue, N.W., Washington, D.C. 20210; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Form CA-16
Rev. Oct. 1988

Figure 810-22. Form CA-16 with Instructions.

PART B - ATTENDING PHYSICIAN'S REPORT

14. Employee's Name (last, first, middle)

DAY, Donald L.

15. What History of Injury or Disease Did Employee Give You?

Employee fell from scaffold-injured right ankle

16. Is there any History or Evidence of Concurrent or Pre-existing Injury, Disease, or Physical Impairment? (If yes, please describe)

☐ Yes ☒ No

16a. IDC-9 Code

17. What are Your Findings? (Include results of X-rays, laboratory tests, etc.)

Sprained right ankle

18. What is Your Diagnosis?

18a. IDC-9 Code

19. Do You Believe the Condition Found was Caused or Aggravated by the Employment Activity Described? (Please explain your answer if there is doubt)

☒ Yes ☐ No

20. Did Injury Require Hospitalization? ☐ Yes ☒ No

If yes, date of admission (mo., day, year)

Date of discharge (mo., day, year)

21. Is Additional Hospitalization Required?

☐ Yes ☒ No

22. Surgery (If any, describe type)

N/A

23. Date Surgery Performed (mo., day, year)

24. What (Other) Type of Treatment Did You Provide?

25. What Permanent Effects, If Any, Do You Anticipate?

26. Date of First Examination (mo., day, year)

2-10-94

27. Date(s) of Treatment (mo., day, year)

2-10-94

28. Date of Discharge from Treatment (mo., day, year)

Not Yet

29. Period of Disability (mo., day, year) (If termination date unknown, so indicate)

Total Disability: From To

Partial Disability: From To

30. Is Employee Able to Resume

☐ Light Work Date:

☐ Regular Work Date:

31. If Employee is Able to Resume Work, Has He/She been Advised? ☐ Yes ☐ No If Yes, Furnish Date Advised

32. If Employee is Able to Resume Only Light Work, Indicate the Extent of Physical Limitations and the Type of Work that Could Reasonably be Performed with these Limitations.

33. General Remarks and Recommendations for Future Care, if Indicated. If you have made a Referral to Another Physician or to a Medical Facility, Provide Name and Address.

34. Do You Specialize? ☐ Yes ☐ No (If yes, state specialty)

35. SIGNATURE OF PHYSICIAN. I certify that all the statements in response to the questions asked in Part B of this form are true, complete and correct to the best of my knowledge. Further, I understand that any false or misleading statement or any misrepresentation or concealment of material fact which is knowlingly made may subject me to felony criminal prosecution.

36. Address (No., Street, City, State, Zip Code)

37. Tax Identification Number

38. Date of Report

MEDICAL BILL: Charges for your services should be presented to the AMA standard "Health Insurance Claim From" (AMA OP 407/408/409; OWCP-1500a, or HCFA 1500). Service must be itemized by Current Procedural Terminology Code (CPT 4) and the form must be signed.

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402

Figure 810-22. Form CA-16 Continued.

INSTRUCTIONS FOR AUTHORIZING OFFICIAL FOR COMPLETION OF PART A

SELECTION OF PHYSICIAN

- A Federal employee injured by accident while in the performance of duty has the initial right to select a physician of his/her choice to provide necessary treatment. The supervisor shall immediately authorize examination and appropriate medical care by use of Form CA-16 issued to either a United States medical officer/hospital or any duly qualified physician/ hospital of the employee's choice.

  If the employee elects to be treated by a private physician, a copy of the American Medical Association standards billing form (AMA OP 407/408/409; OWCP-1500a) should be supplied together with Form CA-16.

  A physician who is debarred from the FECA program as provided at 20 CFR 10.450-457 may not be authorized to examine or treat an injured Federal employee.

  Generally, 25 miles from the place of injury, employing agency, or the employee's home is a reasonable distance to travel for medical care; however, other pertinent factors must also be considered.

PERIOD OF AUTHORIZATION

- Form CA-16 is valid for up to sixty days from date of issuance, and may be terminated earlier upon written notice from OWCP to the provider. It should not be used to authorize a change of physicians after the initial choice is exercised by the employee.

FEDERAL MEDICAL FACILITIES

- U.S. medical facilities include Public Health Service, Military, or VA hospitals. Federal health service facilities (health units) established under 5 USC 7901 are not U.S. medical facilities as used herein (see 20 CFR 10.400).

DEFINITION OF INJURY

- The term "injury" includes damage to or destruction of medical braces, artificial limbs and other prosthetic devices. Eyeglasses and hearing aids are included only if the damages were incidental to a personal injury which required medical services. Treatment for illness or disease should not be authorized unless approval is first obtained from OWCP.

DEFINITION OF PHYSICIAN

- The term "physician" includes doctors of medicine (MD), surgeons, podiatrists, dentists, clinical psychologists, optometrists, chiropractors and osteopathic practitioners within the scope of their practice as defined by State law. The reimbursable services of chiropractors under the FECA are limited by statute to physical examination, related laboratory tests and X-rays to diagnose a subluxation of the spine; and treatment consisting of manual manipulation of the spine to correct a subluxation demonstrated by X-ray.

FORM COMPLETION

- Part A shall be compelted in full by the authorizing official. The authorization is not valid unless the name and address of the physician or hospital is entered in Item 1 and the signature of the authorizing official appears in Item B. Check B1 or B2 or Item 6, whichever is appropriate. In case of illness or disease, only Box B2 may be checked.

  Show the address of the proper OWCP Office in Item 12. Send original and one copy of Form CA-16 to the medical officer or physician. If issued for illness or disease, a copy must also be sent to OWCP.

ADDITIONAL INFORMATION

- See 20 CFR and/or Chapter 810, Federal Personnel Manual (FPM).

Information for Physician - See Reverse Side

Figure 810-22 Continued

INFORMATION FOR PHYSICIAN

YOUR AUTHORIZATION

- Please read Part A of Form CA-16. You are authoreized to examine and provide treatment for the injury or disease described in Item 5, for a period of not more than 60 days from the date of issuance, subject to the conditions in Item 6. A physician who is debarred from the FECA program as provided at 20 CFR 10.450-457 may not be authorized to examine or treat an injured Federal employee. Authorization may be terminated earlier upon written notice from OWCP. For extension of the authorization to treat beyond the 60 day period, apply to the office shown in Part A, Item 12.

USE OF CONSULTANTS AND HOSPITALS

- You may utilize consultants, laboratories and local hospitals, if needed. Authorize semi-private accomodations unless a private room is medically necessary. Ancillary treatment may be provided to a hospitalized employee as necessary.

REPORTS

- After examination, complete items 14 through 38, of Part B, and send your report, together with any additional narrative or explanatory material, to the address listed in Part A, item 12. If the employee sustained a traumatic injury and is disabled for work, reports on Form CA 17, "Duty Status Report" may be required by the employing agency during the first 45 days of disability. If disability continues beyond 45 days, monthly reports should be submitted. Reports from all consultants are also required. Delay in submitting medical reports may delay payment of benefits.

RELEASE OF RECORDS

- Injury reports are the official records of OWCP. They shall not be released to anyone nor may any other use be made of them without the approval of OWCP.

BILLING FOR SERVICES

- OWCP requires that charges be itemized using the AMA standard "Health Insurance Claim Form" (AMA OP 407/408/409; OWCP-1500, or HCFA-1500). Each procedure must be identified, in Column 24 C of the form, by the applicable Current Procedural Terminology (4th edition) Code CPT 4). A copy of the form may be supplid by the employee at the time treatment is sought.

- Payment for chiropractic services is limited to charges for physical examinations, related laboratory tests, and X-rays to diagnose a subluxation of the spine; and treatment consisting of manual manipulation of the spine to correct a subluxation demonstrated by X-ray.

TAX IDENTIFICATION NUMBER

- The provider's Tax Identification Number (TIN) is an important identifier in the OWCP system. To speed processing and to reduce inaccuracy of payment, the provider's TIN (Employer Identification Number or SSN) should be shown on all reports and billings submitted to OWCP. If possible, providers should decide on a single TIN - either corporate or personal - which is used consistently on OWCP claims.

ADDITIONAL INFORMATION

- Contact the OWCP shown in Item 12 of Part A.

Please Remove These Instructions Before Submitting Your Report.

Figure 810-22 Continued

Instructions for Completing Form CA-16, Request for Examination and/or Treatment

Part A - Authorization. The official authorized to issue the Form CA-16 completes Items 1 through 13. (Obtain the required information from the employee.)

Item 1. Enter the full name and address of the physician or hospital selected by employee only AFTER VERIFYING THAT THE PHYSICIAN IS NOT LISTED AS BEING AN EXCLUDED PROVIDER UNDER THE FECA PROGRAM - AND - AFTER AN APPOINTMENT HAS BEEN MADE BY THE ISSUING AUTHORITY.

a. If issued to cover emergency care after the fact, enter "EMERGENCY CARE PROVIDED."

b. If issued due to a recurrence and if a form CA-16 is authorized, the source of care should be the same medical provider that previously provided care to ensure continuity of treatment. FORM CA-16 SHOULD RARELY BE ISSUED IN CASES OF RECURRENCE. IT MAY NOT BE ISSUED IF MORE THAN 6 MONTHS HAS ELAPSED SINCE THE EMPLOYEE LAST RETURNED TO WORK OR TO AUTHORIZE A CHANGE OF PHYSICIAN AFTER THE INITIAL CHOICE HAS BEEN EXERCISED BY THE EMPLOYEE.

Item 2. Employee's last name, first name, middle name (enter "NMN" if no middle name.

Item 3. Enter date of original injury. See Item 10 on the Form CA-1.

Item 4. Enter the employee's job title.

Item 5. Provide a DESCRIPTION of the injury. This information can assist the doctor. Item 14 on the Form CA-1 may contain information that will be helpful in completing this item.

Item 6. Check block "6B1" if there is no doubt as to the validity of injury. Check block "6B2" if there is doubt.

Item 7. If the CA-16 is issued for treatment of an occupational disease claim, enter the name of the OWCP official who authorized the Form CA-16.

Items 8-9. Identify the supervisor authorized to issue the form - The form must be signed.

Item 10. Enter the supervisor's telephone number.

Item 11. Enter the date the Form CA-16 was issued.

Item 12. Add the address of the servicing office of OWCP. The ICPA will forward it to OWCP.

Item 13. Add the address of the civilian personnel office authorized to process medical reports.

Part B. Items 14 through 38 must be completed by the treating physician (See Figure 2-19-sample letter to physician advising of light duty program.)

NOTE: Any time a Form CA-16 is issued, it guarantees payment even if block 6B2 is checked and even if the claim is denied.

Figure 810-22. CA-16 with Instructions.

USE INSTALLATION LETTERHEAD

FROM: AAAA-BB Date

SUBJECT: Federal Employees Injured at Work

TO: Amos B. Jackson, M.D.
Street Address
City, State, Zip Code

Dear Dr Jackson:

Our employee, James O. Smith, has sustained a job-related traumatic injury on 25 May 1994 which may entitle him to benefits under the Federal Employees' Compensation Act.

Before the Office of Workers' Compensation Programs (OWCP) can make a decision on the claim, they must have comprehensive medical evidence from the physician providing treatment for the injury. Accordingly, we request that you complete the enclosed form and give it to our injured employee when you have finished your examination. A medical release form has been completed by our injured employee and is forwarded for your retention.

We are willing to accommodate partially disabled employees with suitable light- or limited-duty assignments. We can and will provide light- or limited-duty assignments in strict accordance with any physical limitations you impose. If you feel the employee cannot perform any type of work, please send us a prognosis of when return to work may be possible in either a limited or full capacity.

Please submit your bill on the enclosed billing form HCFA-1500 and return it in the self-addressed envelope.

Thank you for your time and cooperation. If I can be of any assistance, please call me at 522-0001.

Sincerely,

MELVIN A. BROWN
Injury Compensation Program
Administrator

3 Encl
1. CA-16
2. HCFA-1500 w/Envelope
3. Med Release

Figure 810-23. Sample Letter to Physician with CA-16.

Duty Status Report

U.S. Department of Labor
Office of Workers' Compensation Programs

This form is provided for the purpose of obtaining a duty status report for the employee named below This request does not constitute authorization for payment of medical expense by the Department of Labor, nor does it invalidate any previous authorization issued in this case This request for information is authorized by law (5 USC 8101 et seq.) and is required to obtain or retain a benefit. Information collected will be handled and stored in compliance with the Freedom of Information Act the Privacy Act of 1974 and the OMB Cir. A-108. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

OMB No. 1240-0046
Expires: 09-30-2011

OWCP File Number (If known) 102010001

SIDE A - Supervisor: Complete this side and refer to physician

1. Employee's Name (Last first middle) Smoe, Joe W.
2. Date of Injury (Month, day, yr) 06/08/10
3. Social Security No. 123-45-678
4. Occupation Training Tech
5. Describe How the Injury Occurred and State Parts of the Body Affected: Lifting boxes for three days back hurt
6. The Employee Works — Hours Per Day 9.0 — Days Per Week 40
7. Specify the Usual Work Requirements of the Employee Check Whether Employee Performs These Tasks or is Exposed Continuously or intermittently, and Give Number of Hours.

Activity	Continuous	Intermittent		Continuous	Intermittent	
a. Lifting/Carrying: State Max Wt.	#lbs. 50	#lbs. 65	Hrs Per Day	#lbs.	#lbs	Hrs Per Day
b. Sitting	☐	☑	1.0 Hrs Per Day	☐	☐	Hrs Per Day
c. Standing	☐	☑	6.0 Hrs Per Day	☐	☐	Hrs Per Day
d. Walking	☐	☑	8.0 Hrs Per Day	☐	☐	Hrs Per Day
e. Climbing	☐	☑	.5 Hrs Per Day	☐	☐	Hrs Per Day
f. Kneeling	☐	☑	.5 Hrs Per Day	☐	☐	Hrs Per Day
g. Bending/Stooping	☐	☐	Hrs Per Day	☐	☐	Hrs Per Day
h. Twisting	☐	☑	.5 Hrs Per Day	☐	☐	Hrs Per Day
i. Pulling/Pushing	☐	☑	.5 Hrs Per Day	☐	☐	Hrs Per Day
j. Simple Grasping	☐	☐	Hrs Per Day	☐	☐	Hrs Per Day
k. Fine Manipulation (includes keyboarding)	☐	☐	Hrs Per Day	☐	☐	Hrs Per Day
l. Reaching above Shoulder	☐	☐	Hrs Per Day	☐	☐	Hrs Per Day
m. Driving a Vehicle (Specify)	☐	☑	1.0 Hrs Per Day	☐	☐	Hrs Per Day
n. Operating Machinery (Specify)	☐	☐	Hrs Per Day	☐	☐	Hrs Per Day
o. Temp. Extremes	☐	☐	range in degrees F	☐	☐	range in degrees F
p. High Humidity	☐	☐	Hrs Per Day	☐	☐	Hrs Per Day
q. Chemicals, Solvents etc. (Identify)	☐	☐	Hrs Per Day	☐	☐	Hrs Per Day
r. Fumes/Dust (identify)	☐	☐	Hrs Per Day	☐	☐	Hrs Per Day
s. Noise (Give dBA)	☐	☐	dBA Hrs Per Day	☐	☐	dBA Hrs Per Day

t. Other (Describe)

SIDE B - Physician: Complete this side

8. Does the History of Injury Given to You by the Employee Correspond to that Shown in Item 5? ☐ Yes ☐ No (If not, describe)
9. Description of Clinical Findings
10. Diagnosis Due to Injury
11. Other Disabling Conditions
12. Employee Advised to Resume Work? ☐ Yes, Date Advised _____ ☐ No
13. Employee Able to Perform Regular Work Described on Side A? ☐ Yes, If so ☐ Full-Time or ☐ Part-Time _____ Hrs Per Day ☐ No, If not, complete below:
14. Are Interpersonal Relations Affected Because of a Neuropsychiatric Condition? (e.g. Ability to Give or Take Supervision Meet Deadlines etc.) ☐ Yes ☐ No (Describe)
15. Date of Examination
16. Date of Next Appointment
17. Specialty
18. Tax Identification Number
19. Physician's Signature
20. Date

INSTRUCTIONS FOR COMPLETING DUTY STATUS REPORT (CA-17)

SUPERVISOR: Complete Side A and refer the form to the physician to complete Side B. Fill in the address of the Employing Agency and the appropriate OWCP District Office in the spaces below. Enter the OWCP file number in the top right corner.

PHYSICIAN: Complete Side B, sign and return to the employing agency within 2 days to prevent interruption of the employee's income. Fill in your name and address.

Medical Facility Name and Address

Send Original Report to:

Employing Agency Address
DMAJFHQ 2400 Wright Street Madison, WI 53708

Send a Copy of This Report to:

OFFICE OF WORKERS' COMPENSATION PROGRAMS

CERTIFICATION: BY SIGNING BLOCK 19 ON THE FRONT OF THIS FORM, THE PHYSICIAN CERTIFIES AS FOLLOWS:

I CERTIFY THAT ALL THE STATEMENTS IN RESPONSE TO THE QUESTIONS ASKED ON THIS FORM CA-17 ARE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. FURTHER, I UNDERSTAND THAT ANY KNOWINGLY FALSE OR MISLEADING STATEMENT, OR MISREPRESENTATION OR CONCEALMENT OF MATERIAL FACT, MAY SUBJECT ME TO FELONY CRIMINAL PROSECUTION.

I FURTHER UNDERSTAND THAT THIS REQUEST DOES NOT CONSTITUTE AUTHORIZATION FOR PAYMENT OF MEDICAL EXPENSES BY THE DEPARTMENT OF LABOR, NOR DOES IT INVALIDATE ANY PREVIOUS AUTHORIZATION ISSUED IN THIS CASE.

Public Burden Statement

We estimate that it will take an average of 5 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the OWCP, U.S. Department of Labor, Room S-3229, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

DO NOT SEND THE COMPLETED FORM TO THIS OFFICE

For sale by the Superintendent of Documents U.S. Government Printing Office Washington, D.C. 20402

G.P.O - 2000 - 188-099

NATIONAL GUARD BUREAU
1411 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202-3231

NGB-J1-TN 23 February 2011

MEMORANDUM FOR THE HUMAN RESOURCE OFFICERS OF ALL STATES, THE COMMONWEALTH OF PUERTO RICO, THE U.S. VIRGIN ISLANDS, GUAM, AND THE DISTRICT OF COLUMBIA

SUBJECT: Policy for Placing Technicians on Light Duty (TN-11-02)

1. This memorandum prescribes the procedures to use when light duty assignment becomes necessary as a result of a claimed workplace injury under the Office of Workers' Compensation Program. Light duty is defined as a temporary modified or alternate work position at the same or lower grade for which the technician is qualified to perform.

2. It is the policy of National Guard Bureau to provide light (modified) duty assignments to technicians who present written medical limitations from their treating physician. The physician documentation must indicate the limitations are "temporary" and are the result of the claimed occupational injury which prevents them from performing the full range of duties within their assigned classified position.

3. It is the technician's responsibility to report an injury immediately to the supervisor, complete all required documentation as soon as possible, and ensure all medical evidence is provided in order to evaluate his or her work status. The injured technician is required to inform the treating physician that light duty is available. The technician is to maintain contact with the supervisor to ensure medical status updates are received as required whenever there is a change in the condition or continued total disability.

4. Once the medical report indicates the technician is no longer totally disabled, he/she will be required to accept any reasonable suitable limited duty. The limited duty will be based on the physician's report stating types of work that can or cannot be performed, and the extent of physical limitations that may be performed while in the limited duty.

5. The immediate supervisor has the responsibility of identifying and offering the light duty assignment to the injured technician in writing. The offer may be made by telephone but must be confirmed in writing within 48 hours to be valid. The light duty offer should include a description of the duties and requirements of the position being offered and if a personnel action is involved, the employee is required to be furnished a copy prior to the offer's effective date. The technician is required to adhere to limited duty until cleared for full duty by the medical provider in writing.

6. The Duty Status Report (CA-17) or Work Capacity Evaluation form (OWCP-5) should be completed by the treating physician and supervisor every 4 weeks (30 days) to ensure documentation of assigned duty and limitations is provided to the Injury Compensation Program Administrator for submission to Department of Labor unless there is a change in the medical condition. If a supervisor is unable to provide temporary limited duty in the technician's current position due to mission requirements, the Human Resources Office (HRO) should be informed immediately for assistance.

7. The HRO has final authority for light duty determinations and will assist in the placement of the injured technician in modified duty that they are qualified to perform in another directorate or area as warranted.

8. If the employee refuses light or modified duty, continuation of pay should be terminated as of the date of the refusal, or after five workdays from the date of the offer, whichever is earlier. Continuation of pay may also be suspended if medical evidence substantiating the disability is not submitted within ten (10) workdays of the disability. A refusal to return to suitable modified work is noncompliant with the Office of Worker's Compensation Program 20 C.F.R 10.222 and could result in an overpayment or lead to disciplinary or adverse action under the provision of TPR 752 (Discipline and Adverse Actions) and continued wage compensation will be terminated.

9. Questions regarding this policy may be directed to Ms. Candace Schupay, NGB-J1-TNB at 703-607-0777 (DSN 327) or email Candace.Schupay@us.army.mil.

THOMAS E. LANGUIRAND
Colonel, US Army
Chief, Office of Technician Personnel
National Guard Bureau

Employee Benefits & Retirement

National Guard
Technician Personnel Management Course

Federal Employee Health Benefits-Eligibility

- Must be in a position subject to retirement deductions (FERS, CSRS, CSRS Offset)
- Temporary Appointments must be over 365 days for enrollment (102%)
- Part time employees pay a higher premium based on number of hours worked per pay period
- Coverage is NOT automatic
- No waiting period for coverage (effective pay period after election is made)
- No pre-existing conditions

FEHB
Federal Employee Health Benefits

- One open season each year (November-December). Coverage would be effective the first pay period in January.
- You may not cancel outside an open season unless qualifying life event (marriage, divorce, new child, spouse gaining other health coverage, gain Tricare coverage, etc.).
- If you don't enroll, a life-changing event can permit your enrollment at any time (marriage, divorce, new child, spouse losing other coverage, etc.).
- **New employees have 60 days to make an election**.

FEHB-Premium Conversion

- Pre-tax benefit: Health Insurance premiums will be deducted prior to taxes
- You will be automatically enrolled in Premium Conversion unless you waive it.
- Allows you to save on Federal Taxes, State Taxes & Social Security deductions

FEHB
Federal Employee Health Benefits

- As a technician you can no longer be enrolled in Tricare Reserve Select, because you are now eligible for FEHB. If you are currently enrolled your coverage will be terminated.
- Fee-For-Service Plans - These plans provide flexibility in using medical providers of your choice. You may choose medical providers who have a contract with the health plan to offer discounted charges. You can also choose medical providers who are not contracted with the plan, but you will pay more of the cost.
- Pg 36-39 of the Guide to Federal Benefits handbook lists the Fee-for-Service plans and their enrollment codes, as well as biweekly premiums, deductibles, co-pays, survey ratings, and other valuable information.

FEHB
Federal Employee Health Benefits

- HMO - A Health Maintenance Organizations provides care through a network of physicians and hospitals in particular geographic or service areas. HMOs require you to see specific physicians, hospitals, and other providers that contract with them. Your eligibility to enroll in an HMO is determined by where you live or work.
- CDHP - Consumer Driven Health Plans do not require you to see specific physicians, hospitals and other providers that contract with them. A CDHP plan provides you with the freedom in spending health care dollars the way you want. Members may have the responsibility to provide up-front costs.
- HDHP – High Deductible Health Plans do not require you to see specific physicians, hospitals and other providers that contract with them. A HDHP provides comprehensive coverage for high-cost medical events and a tax-advantaged way to help you build savings for future medical expenses.

FEHB
Federal Employee Health Benefits

- Employee responsible for premiums while on Title 32 military duty and elects to continue health insurance (up to 18 months)
- Government will pay employee's portion of health insurance premium while on Title 10 military duty in support of a contingency operation for up to 24 months.

7

FEHB
Federal Employee Health Benefits

- To see a full list of insurance plans available for WI: http://www.opm.gov/insure
- It is your responsibility to research available plans and ensure that the plan you select covers your area.
- It is your responsibility to ensure that premiums are being taken from your LES correctly.

FEGLI

(Federal Employees' Group Life Insurance)

- No open seasons.
- You are automatically covered with *basic* coverage upon appointment.
- New hires only have 60 days to make an election in EBIS.
- You can waive or reduce coverage at any time.
- Once you waive, you may not be able to enroll again (unless you are approved pending the application process).
- You must have Basic coverage in order to elect Optional coverage.
- If you *elect Basic insurance* only, you may only enroll in or increase Options B & C upon marriage, divorce, new child or spouse death.
- Website to for FEGLI– **http://www.opm.gov/insure/life**

Basic Life Insurance

- *Basic insurance,* equal to your salary rounded up to the next even thousand, plus two thousand dollars.

  Example:

  $37,500 = $38,000 + $2,000 = $40,000

  -Biweekly- $0.150 per $1000.
- Provides an extra benefit if you are under age 45 at no additional cost.
- Extra benefit doubles the amount of basic insurance if you die prior to age 35.
- Decreases by 10% each year until age 45 or older

Optional Life Insurance

- *Option A - Standard*, in the amount of $10,000. (See FEGLI Booklet, pg. 7)
- *Option B - Additional*, in an amount from 1-5 times your annual rate of basic pay after rounding up your salary to the next even $1,000. (See FEGLI Booklet, pg. 8)
- *Option C - Family*, 1-5 multiples of coverage for spouse and children. Each multiple is $5,000 for death of spouse & $2,500 for death of dependent child. (see FEGLI booklet pg. 9)
- Excellent website to calculate premiums and benefits – **http://www.opm.gov/calculator/worksheet.asp**

TSP
(Thrift Savings Plan)

- TSP is a tax deferred retirement benefit made up of government and personal contributions.
- You can start, stop, increase and decrease contributions at any time and you may enroll again at any time.
- Login to EBIS to change election amounts.
- 1% automatic agency contribution regardless of enrollment.
- Employee is automatically enrolled for 3% contribution.
- 5% agency matching contributions
  - 3% matched dollar for dollar
  - 2% matched 50 cents for every dollar

TSP
(Thrift Savings Plan)

- 2011 – IRS limit. ($16,500)
- Initially all allocations will default to the G Fund until you move them.
- Excellent website- www.tsp.gov
- Within a few weeks of enrolling, TSP will send you a pin number to view your account balance, make transfers, and perform other functions on the TSP website.

TSP
(Thrift Savings Plan)

- If over age 50 you can make catch up contributions
- Login to EBIS to enroll. (Must reenroll each year)
- 2011 IRS limit for catch up $5,500
- 3 Year vesting for agency contributions

- TSP Retroactive Contributions after AUS
  - Have 60 days from Return to Duty to make request
  - Have double the amount of time of AUS to make up those contributions
  - Military TSP contributions while AUS under USERRA can count towards matching

FEDVIP

- FEDVIP is a stand alone dental and/or vision insurance.
- Pre-tax payroll deduction.
- One open season each year (November-December). Coverage would be effective the first pay period in January.
- During open seasons, you can choose another plan or cancel coverage.
- Qualifying Life Events may allow you to cancel, change, or enroll for coverage outside of open season (marriage, divorce, new child, etc.).
- New employees have 60 days to make an election.
- All elections are made on www.benefeds.com
- Customer Service number: 1-877-888-3337
- Requires you to create a username and password to view eligibility

Three Types of Enrollment

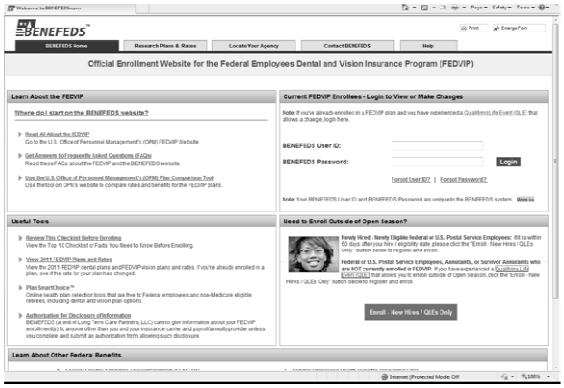
- **Self Only**: Covers only you. You can choose this enrollment even if you have a family, however they will not be covered.
- **Self Plus One**: Covers you and one eligible family member whom you specify. You can choose this enrollment even if you have a family, however only the person named will be covered.
- **Self and Family**: Covers you and all eligible family members.

Dental Plans

- Aetna
- GEHA Standard or High
- MetLife Standard or High
- United Concordia
- United Concordia (aka TRICARE dental) - **http://www.ucci.com/was/ucciweb/home.jsp**
  - ***If you have this insurance through the NG you can keep it***

Vision Plans

- FEP BlueVision Standard or High
- UnitedHealthcare Vision Standard or High
- VSP Standard or High



Flexible Spending Account (FSA)

- Allows you to pay for certain health/dependant care expenses with pre-tax dollars
- If you are eligible for FEHB, you are eligible for FSA
- You have 60 days from your 1st eligibility date or entrance on duty date to enroll, or you can enroll during the annual Open Season
- You must reenroll every year
- Use it or lose it

Flexible Spending Account (FSA)

- **Health Care FSA**: reimburses eligible health care expenses NOT covered by FEHB or FEDVIP

  (go to https://fsafeds.com/ for a full list of eligible expenses)

- Minimum Contribution of $250
- Maximum Contribution of $5,000

  -your spouse can contribute an addition $5,000 if eligible for a FSA

Flexible Spending Account (FSA)

- **Dependant Care FSA**: reimburses eligible day care expenses for children under 13 or adult dependants

- Minimum Contribution of $250
- Maximum Contribution of $5,000

  -Household limit of $5,000

Flexible Spending Account (FSA)

- **Limit Expense Health Care FSA (Lex FSA):**

  Reimburses ONLY eligible dental & vision expenses not covered by FEHB or FEDVIP
- Must be enrolled in a High Deductible Health Plan & have a Health Savings Account

- Minimum Contribution of $250
- Maximum Contribution of $5,000

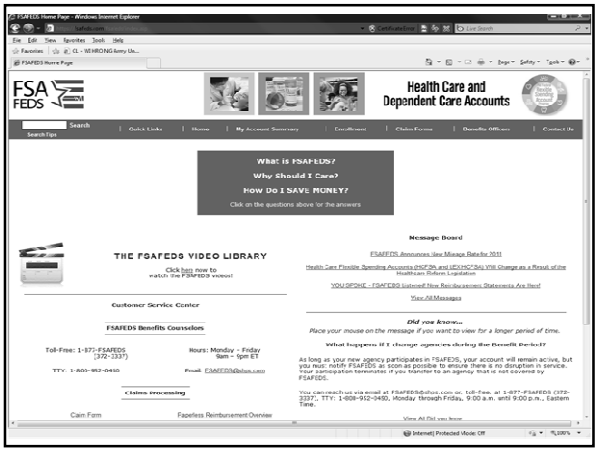
  -your spouse can contribute an addition $5,000 if eligible for a FSA

Flexible Spending Accounts (FSA)

To receive more information regarding FSAs, please contact a FSA counselor

Email: fsafeds@shps.net
Telephone: 1-877-FSAFEDS (372-3337)
TTY: 1-800-952-0450

Mon-Fri 9AM-9PM Eastern Time
Closed Weekends and Holidays
http://www.fsafeds.com



NGAUS

(National Guard Association of the United States)

Disability & Life Insurance

- No open seasons.
- If you do not take it within 31 days from your new hire date, NGAUS must approve your enrollment.
- You can elect disability and/or life insurance.
- Biweekly premiums are based on age and salary.
- Disability benefit based off of salary.
- You can cancel coverage at any time.
- For dual-status employees only.

NGAUS
Disability Insurance

- Basic coverage benefits begin after 30 consecutive days of disability…and may continue up to 10 years for a disability due to an accidental injury and for up to 3 years for disability due to sickness.
- Supplemental benefits begin after 60 days of continuous disability if you are under age 40 or after 90 days if you are over age 40.
- You must have basic coverage to have supplemental coverage.
- This benefit may cover maternity leave for females.
- Two months of disability benefits may be paid to you…if you lose your job as Technician because you can't meet medical retention criteria of the National Guard even though you may not be disabled.
- Coverage discontinued while on military status.

NGAUS
Term Life Insurance

- The National Guard Term Life Insurance Plan is available to you, the *Technician*, and for your *spouse* for $25,000 up to $250,000.
- This protection can be continued up to age 70, even if you are no longer a technician.
- You may also purchase coverage for your children for $5,000 and $10,000.
- Only preapproved for $50,000 of coverage.
- See page 4 of the NGAUS booklet for additional provisions.
- See page 5 for biweekly premiums based on your age and coverage amount.
- www.ngaus.org

FLTCIP

Federal Long Term Care Insurance Program

- What is Long Term Care (LTC)?
  - Non-skilled care
  - Help with activities of daily living (i.e.: bathing, dressing, eating, toileting)
  - Supervision due to cognitive impairment (i.e.: Alzheimer's disease)
- LTC takes place in: nursing homes, assisted living facilities, adult day care centers, and at home.
- Did you know that after age 65, Americans have a 70% chance of needing some form of LTC during their lives.
- Did you know that long term care is not covered by FEHB, TRICARE, TRICARE for Life, or disability income insurance.

FLTCIP

Federal Long Term Care Insurance Program

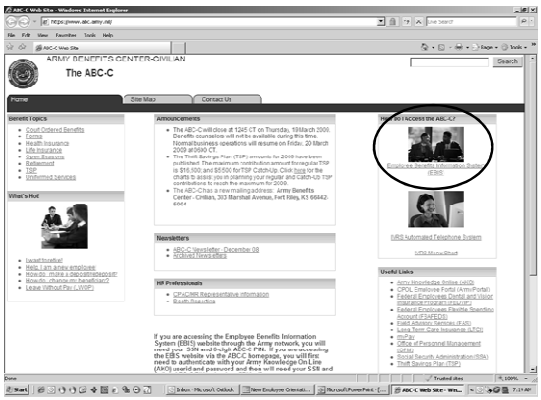
- Eligibility can be for the technician, current spouse, adult children, parents, parents-in-law, stepparents, and surviving spouses receiving a survivor annuity.
- LTC Insurance can help:
  - Protect your retirement income
  - Give families the option to supervise care vs. provide it
  - Provides more options to stay at home
- www.LTCFEDS.com or 1-800-LTC-FEDS to apply
- Coverage will not be cancelled as long as you pay your premiums

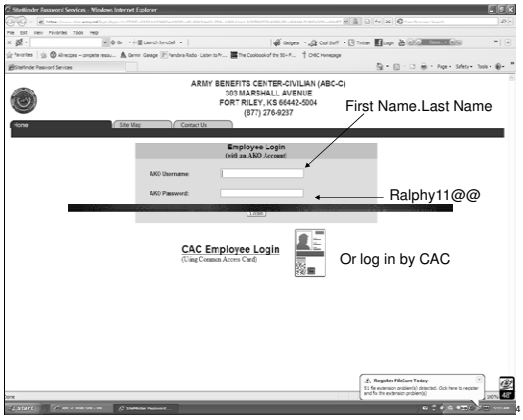
Employee Benefits Information System
EBIS

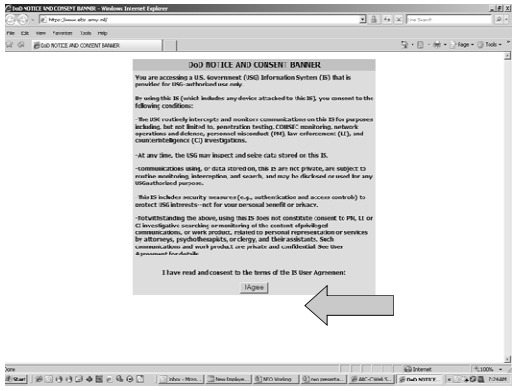
ABC-C Automated Systems

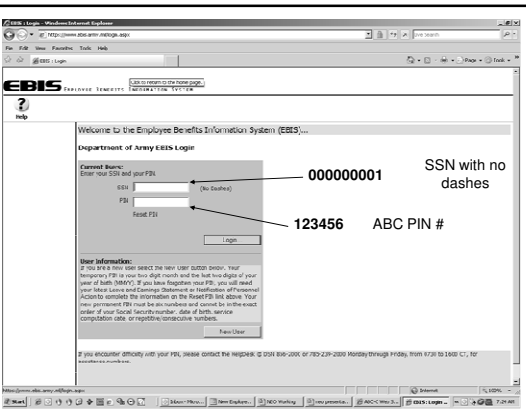
Employee Benefits Information System
(EBIS)

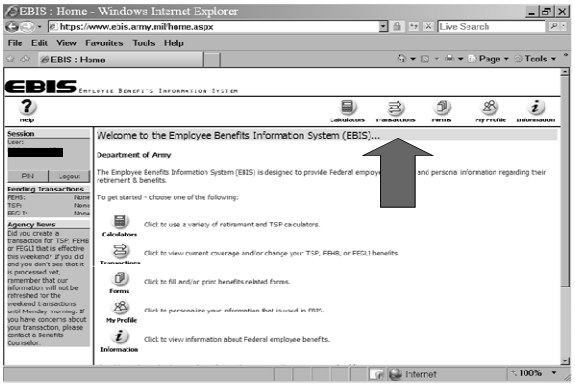
- Secured Web based application
  https://www.abc.army.mil
- Available 24 hours a day
- Create and process electronic benefit elections
- Requires use of AKO username and password or Common Access Card (CAC) authentication
- Requires use of SSN and PIN
- Allows you to print pending benefits transactions

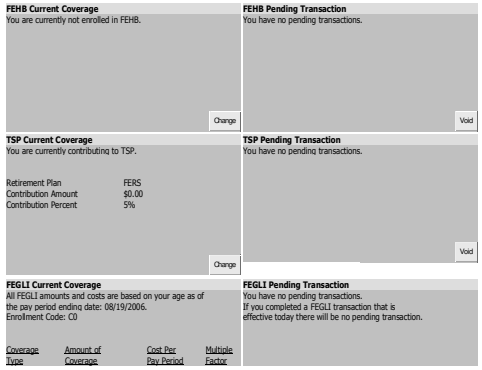



ARMY BENEFITS CENTER-CIVILIAN (ABC-C)
503 MARSHALL AVENUE
FORT RILEY, KS 66442-5004
(877) 276-9257
First Name.Last Name
Employee Login
(with an AKO Account)
AKO Username:
AKO Password:
Ralphy11@@
CAC Employee Login
(Using Common Access Card)
Or log in by CAC


DoD NOTICE AND CONSENT BANNER
I Agree


EBIS
Welcome To the Employee Benefits Information System (EBIS)...
Department of Army EBIS Login
Current Users:
Enter your SSN and your PIN.
SSN
PIN
Reset PIN
Login
User Information:
New User
000000001
SSN with no dashes
123456
ABC PIN #





Army Benefits Center - Civilian
1-877-276-9287

Initial Options

Select: 1= Army Civilian 2= DCMA Civilian 3=National Guard 4= Army Uniformed Services Member	**Select:** 1= Customer Service Survey 2= Access Benefits and Entitlements **Select:** 1= Current or Separated Civilian Employee 2= Retiree or Surviving Spouse 3= Seeking Temporary Continuation of Coverage (FEHB TCC)	**To access Benefits and Entitlements:** 1= Enter SSN and PIN 1= Change your PIN 2= Continue 2= Forgot PIN **Current Duty Phone** 1= Correct 2= Change	**Main Menu:** 0= Benefits Counselor 1= FEHB 2= Retirement 3= TSP 4= FEGLI 6= Fax Document 9= Exit System

Menu Information Available after Main Menu Option Selected

1 = FEHB: 1= General Information 2= Personal Information 3= New Employee Election 4= Change from Self and Family to Self Only (without changing plan) 5= Open Season Election 6= Cancel FEHB 7= Non-Open Season Change 8= Fax of latest SF 2809 0= Counselor 9= Previous Menu	**2 = Retirement:** 1= General Information 2= Personal Information 3= Retirement Estimate 0= Counselor 9= Previous Menu	**3 = TSP:** 1= Personal **Information** **2= TSP Election** 4= Stop Contributions 5= TSP Catch-Up Election 0= Counselor 9= Previous Menu	**4 = FEGLI:** 1= General Information 2= Personal Information 3= New Employee Election 4= Non-Open Season Election 5= Open Season Election 6= Fax of Open Season Election 0= Counselor 9= Previous Menu	**6 = Faxed Documents:** 1= Request a Document 2= Index of Documents 9= Previous Menu

9

FERS

Federal Employees Retirement System

FERS

- 3 Tier System:
  - FERS
  - Social Security
  - TSP

2

FERS

- Employees automatically covered under FERS
- Permanent and Indefinite employees only
- .8% contribution comes out of check
- Need 5 yrs *civilian* service to be vested for a retirement (18 months civ svc for a disability)
- Must meet age and service requirements

3

MRA

- Year of Birth — Minimum Retirement Age
  - Before 1948 — 55
  - 1948 — 55 and 2 months
  - 1949 — 55 and 4 months
  - 1950 — 55 and 6 months
  - 1951 — 55 and 8 months
  - 1952 — 55 and 10 months
  - 1953 – 1964 — 56
  - 1965 — 56 and 2 months
  - 1966 — 56 and 4 months
  - 1967 — 56 and 6 months
  - 1968 — 56 and 8 months
  - 1969 — 56 and 10 months
  - 1970 and After — 57

4

Retirement Categories

Type of Retirement	Minimum Age	Minimum Service	Special Requirements
Optional	62	5	None
	60	20	None
	MRA	30	None
	MRA	10 (reduced benefit)	None
Special Option	Any Age	25	Must retire under special provision for air traffic controllers or law enforcement & firefighter personnel
	50	20	
Discontinued Service	Any Age	25	Separation must be involuntary & not for misconduct or delinquency
	50	20	
Disability	Any Age	18 months	OPM Approval National Guard Special Provisions P.L. 97-253
Deferred	62	5	Annuity starts at age 62 if not entitled to annuity upon original separation
	MRA	30	
	MRA	10 (reduced benefit)	
Early Optional	Any Age	25	Agency reorganization, RIF, transfer of function
	50	20	

5

Benefits Computation

- 1% of High-3 avg pay x Creditable Yrs of Service

EX: 1% of $45,000 x 30 years of service =
450 x 30 = $13,500 per year or $1,125 per month

High 3 – average of your highest basic pay over any 3 consecutive years of creditable service

Creditable Service – Federal service when retirement contributions made
Military service when deposits are completed

(**Disability has different calculation)

6

Annuity Supplement

- Supplement received that approximates Social Security earned while employed by Federal Government (entitlement lasts until age 62) (**Disability not eligible)
- Immediate Eligibility:
  - -At or after MRA with 30 yrs of service (voluntary retirement)
  - -Age 60 with 20 yrs of service (voluntary retirement)
  - -At or after MRA under a discontinued service retirement (involuntary)
  - -Military Reserve Technician Special Provision of age 50 with 25 yrs of service (involuntary retirement)

EX: $1,500 in social security at age 62; 25 full yrs of FERS Svc
25 / 40 = .625 x $1,500 = $937 per month

7

Additional Benefits in Retirement

- FEHB- must be enrolled 5 consecutive yrs prior to retirement; pay same rates as current federal employee; open seasons; QLE's
- FEGLI- must be enrolled 5 consecutive yrs prior to retirement
- FEDVIP - dental and/or vision – no enrollment requirement at this point
- LTC Insurance
- NGAUS Life Insurance – can keep until age 70
- Survivor Benefit:
  - Full or Partial – allows spouse to continue health insurance

8

Social Security

- Old Age Survivor Disability Insurance
- 4.5 % comes out of your pay check
- Eligible for social security at age 62
- Medicare Benefits
- Monthly retirement benefits based off of wages
- Monthly disability benefit if unable to work due to illness or injury
- Monthly survivor benefit for children and/or spouse
- Lump sum death benefit

9

TSP

- Best way to ensure your retirement income meets your needs!
- At least 5%!!
- Several withdraw options:

Full withdraw	Roll over contributions
Partial withdraw	Leave money in TSP
Monthly Payments	
Monthly Annuity	

10

Military/Civilian Deposits

- This is buying back military/civilian time to have it count toward your technician retirement.
- Types of military duty that can be bought back:
  - Title 10 Service
  - Basic Training
  - A.I.T./Tech School
  - Deployments/Mobilizations (title 10)
  - Title 32 service*****only if it interrupts technician appointment*****
- You have 2 years from your date of appointment or return to duty before interest starts accruing. Interest will show up at the end of the third year.
- Deposits may be refunded if you leave the technician program.
- Send RI 20-97 to appropriate DFAS/finance office to start this process. You have no obligation to pay this deposit.
- You can only pay back one deposit at a time.
- This will not take away from your military retirement.

Thrift Savings Plan
HIGHLIGHTS
April 2012

Your Roth Questions Answered

By now you have probably heard that the TSP is adding a Roth TSP feature in the coming months. When you make Roth contributions, you will pay taxes on them as they go into your TSP account. This is very different from traditional pre-tax TSP contributions, which come out of your pay before your income taxes, but which are taxed (along with their earnings) at withdrawal. Roth contributions, when withdrawn, will be tax-free. The earnings on Roth contributions will also be tax-free, as long as you meet certain IRS requirements.*

On the TSP website, we've created a special Roth section. You'll find it linked from the banner at the top of the home page and from the What's New page, accessed by choosing any link on the home page Bulletin Board. All the information published to date can be found at this location, and more information is on the way to the website to help you decide whether Roth TSP will be to your advantage. The new Roth TSP feature is also being discussed in the press, and participants are starting to ask for clarification.

How will you get Roth money into your account? There are only two ways:

- **From your future pay—**you'll notify your agency or service that you want to **make Roth contributions**, or
- **Transfer Roth money into your account directly from eligible plans** (Roth 401(k)s, Roth 403(b)s, or Roth 457(b)s only).

You will not be able to transfer money into the TSP from Roth IRAs. Also, you will **not** be able to convert money that is already in your TSP account into Roth money. Along the same lines, agency automatic and matching contributions will always be traditional, tax-deferred contributions, even if your own contributions are only Roth. **You will not be able to convert any agency traditional contributions into Roth contributions.**

Who is eligible to take advantage of Roth TSP? Check for your eligibility below:

Participant Group	New Roth Contributions?	Roth Transfers into TSP from eligible plans?
Active employees		
FERS	Yes	Yes
CSRS	Yes	Yes
Uniformed Services	Yes	Yes
Separated employees	No	Yes
Retirees	No	Yes
Beneficiary participants**	No	No

* Roth earnings will be tax-free if 5 years have passed since January 1 of the year you made your first Roth contribution AND you are age 59½, permanently disabled, or deceased.

** Beneficiary participants may not add new Roth contributions to their accounts, but their accounts may contain Roth contributions made by the deceased spouse.

Scan above or visit the TSP website to view a short video about the TSP Roth feature.

www.tsp.gov/roth/index.shtml

Considering Roth? It's a tax decision.

It is not easy to decide if Roth TSP is right for you. Generally, Roth TSP might be a good fit for those who expect their tax rate to be higher in retirement than it is now. But it is not that simple.

When you make Roth contributions, there is no reduction in your adjusted gross income (as there is when you make traditional pre-tax contributions), and this is an important factor in establishing your tax bracket and the tax deductions and credits that you can take.

You should consider these factors as you decide on making Roth contributions. If you are in doubt, consult a qualified financial or tax advisor to be sure that you consider all the complexities of the tax law as they apply to your own situation.

How will TSP transactions work with Roth money? If you make Roth contributions or transfer Roth money into your account, you will have a Roth "balance" in your account, in addition to any traditional "balance." Traditional and Roth money must be kept separate in your account for tax purposes, but the two "pots" of money together make one TSP account balance. Any transactions you make—such as interfund transfers, contribution allocations, loans, beneficiary designations, and withdrawals—will apply in equal proportions to the Roth and traditional balances.

For example, you would not be able to make an interfund transfer and put all your Roth money in the G Fund and all your traditional money in the C Fund. To demonstrate: Suppose you have a $100,000 TSP account balance and 10% of your account is Roth ($10,000) and 90% is traditional ($90,000). If you do an interfund transfer to put 10% of your account in the G Fund and 90% in the C Fund, here's how it will be done:

Interfund Transfer: 10% G Fund, 90% C Fund	
$10,000 Roth Balance	**$90,000 Traditional Balance**
$1,000 ➤ G Fund $9,000 ➤ C Fund	$9,000 ➤ G Fund $81,000 ➤ C Fund

Roth TSP and Required Minimum Distributions (RMDs). The year after you turn age 70½, the IRS requires you to begin receiving a minimum amount of money from your account (unless you are still working). This is your RMD, and it is calculated based on your account balance and IRS life expectancy tables. IRS requirements for RMDs apply to employer-sponsored retirement plans like the TSP with no exceptions; therefore, **RMDs will apply to Roth money in your TSP account**, even though they do not apply to Roth IRAs.

Roth TSP and Roth IRAs. Roth TSP contributions do not count toward the limits on Roth IRA contributions. This just means that if you are eligible to contribute to a Roth IRA, making Roth TSP contributions won't lessen the amount that you can contribute to a Roth IRA. On the other hand, it's possible that making Roth TSP contributions may make you ineligible for a Roth IRA. That's because your Roth contributions are counted as part of your adjusted gross income (AGI), while your traditional pre-tax contributions are not. Your AGI will be higher if you make Roth contributions than it would be if you made traditional contributions of the same amount. This is just one of the factors you will need to keep in mind as you evaluate Roth TSP.

Rates of Return

	L 2050	L 2040	L 2030	L 2020	L Income	G Fund	F Fund	C Fund	S Fund	I Fund
Monthly 2012										
Jan	4.87%	4.34%	3.77%	3.03%	1.18%	0.13%	0.88%	4.50%	7.59%	5.36%
Feb	3.99	3.54	3.10	2.53	0.98	0.12	0.05	4.34	3.99	5.14
Annual 2002 – 2011										
2002	–	–	–	–	–	5.00%	10.27%	– 22.05%	– 18.14%	– 15.98%
2003	–	–	–	–	–	4.11	4.11	28.54	42.92	37.94
2004	–	–	–	–	–	4.30	4.30	10.82	18.03	20.00
2005	–	–	–	–	–	4.49	2.40	4.96	10.45	13.63
2006	–	16.53	15.00	13.72	7.59	4.93	4.40	15.79	15.30	26.32
2007	–	7.36	7.14	6.87	5.56	4.87	7.09	5.54	5.49	11.43
2008	–	– 31.53	– 27.50	– 22.77	– 5.09	3.75	5.45	– 36.99	– 38.32	– 42.43
2009	–	25.19	22.48	19.14	8.57	2.97	5.99	26.68	34.85	30.04
2010	–	13.89	12.48	10.59	5.74	2.81	6.71	15.06	29.06	7.94
2011	–	– 0.96	– 0.31	0.41	2.23	2.45	7.89	2.11	– 3.38	– 11.81

The returns for the TSP funds represent net earnings after deduction of administrative expenses and, in the cases of the F, C, S, I, and L Funds, after deduction of trading costs and investment management fees. Additional information about the TSP funds, the related indexes, and their respective 1-, 3-, 5-, and 10-year returns can be found in the TSP Fund Information sheets on the TSP website.

The Lifecycle funds, which are invested in the individual TSP funds (G, F, C, S, and I)‡, were implemented on August 1, 2005; therefore, the first annual returns are for 2006.

‡ The Government Securities Investment (G) Fund; the Fixed Income Index Investment (F) Fund; the Common Stock Index Investment (C) Fund; the Small Capitalization Stock Index (S) Fund; the International Stock Index Investment (I) Fund

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FPI-PET

Handout #1 - - Employee Benefits & Retirement

Explanation of A Qualifying Life Event: Changes outside of open season.

Outside of open season, you can enroll in the FEHB Program, change your enrollment, change to self-only or cancel coverage only in connection with certain events called qualifying life events (QLEs). Premium conversion status may limit some options.

The major QLEs that permit enrollment or change in enrollment are:

A change in family status:

- Marriage
- Birth or adoption of a child
- Acquisition of a foster child
- Legal separation
- Divorce
- Death of a spouse or dependent

A change in employment status

- You are reemployed after a break in service of more than 3 days
- You return to pay status after your coverage terminated during leave without pay status or because you were in leave without pay status for more than 365 days
- Your pay increases enough for premiums to be withheld
- You are restored to a civilian position after serving in the uniformed services
- You change from a temporary appointment to an appointment that entitles you to a Government contribution
- You change to or from part-time career employment

You or a family member lose FEHB or other coverage:

- Under another FEHB enrollment because the covering enrollment was terminated, canceled, or changed to self only
- Under another federally-sponsored health benefits program
- Under Medicaid or similar State-sponsored program for the needy because your membership terminates in the employee organization sponsoring the FEHB plan
- Under a non-Federal health plan

When one of these events occurs, you may:

- Enroll
- Change your enrollment from self only to self and family
- Change your enrollment to another FEHB plan or option
- Change your enrollment to self only*
- Cancel your enrollment*

A change to self only may be made only if the QLE causes the enrollee to be the last eligible family member under the FEHB enrollment. A cancellation may be made only if the enrollee can show that as a result of the QLE, he or she and all eligible family members now have other health insurance coverage.

Source: http://www.opm.gov/insure/03/qle.asp

United States
Office of
Personnel Management
The Federal Government's Human Resources Agency

Benefits Administration Letter

Number 11 - 102 Date: February 22, 2011

Subject: Guidance on National Defense Authorization Act for Fiscal Year 2010 Provisions on Sick Leave for FERS Retirees

Purpose: The purpose of this Benefits Administration Letter (BAL) is to provide guidance concerning the benefits under the Federal Employees Retirement System (FERS) that have been affected by section 1901 of the "National Defense Authorization Act for Fiscal Year 2010", Public Law 111-84, signed on October 28, 2009.

Background: Section 1901 of Public Law 111-84, added paragraph 5 U.S.C. § 8415(l)(2). That paragraph provides that any individual who separates for retirement, or dies while in active employment between the date of enactment (October 28, 2009) and December 31, 2013, will have added to his or her total creditable service for annuity computation purposes, "the applicable percentage of the days of unused sick leave to his credit under a formal leave system." The provisions of 5 U.S.C. § 8415(l)(2)(B)(i)-(ii) state that the "applicable percentage" of unused days of sick leave is 50% with respect to persons who separate or die in service between October 28, 2009, and December 31, 2013, and, 100% with respect to those persons who separate or die in service on or after January 1, 2014.

The question has arisen as to whether 50% of accumulated sick leave of an employee retiring under the Federal Employees Retirement System (FERS), between October 28, 2009, and December 31, 2013, remains available for recredit to the retiring employee in case of reemployment, pursuant to 5 C.F.R. § 630.502.

Decision: It is our conclusion that the 50% of unused sick leave of a FERS employee that is not part of the "applicable percentage" of sick leave that can be used for computation of a FERS annuity for an individual separating between October 28, 2009, and December 31, 2013, remains to that individual's credit under 5 C.F.R. § 630.502 for recredit in the instance of reemployment.

Guidance:

For separations for retirement under FERS prior to October 28, 2009

Only the amount of unused sick leave not used in the computation of a CSRS component will be available for recredit. If the separation occurred:

- Before the amendment of the regulations repealing the three-year restriction, then the unused sick leave would be deemed to have expired as of the lapse of the three-year period; or,
- On or after December 2, 1994, (the amendment of 5 C.F.R. § 630.502 repealing the three-year restriction), then the unused sick leave would remain available for recredit upon reemployment indefinitely.

For separations for retirement under FERS occurring between October 28, 2009, and December 31, 2013

50% of the total unused sick leave not used in the computation of a CSRS component of an individual retiring under FERS shall be creditable for purposes of annuity computation. The remaining 50% of the total unused sick leave shall be treated as sick leave which can be recredited upon reemployment, and shall remain available for purposes of recredit on reemployment indefinitely.

For separations for retirement under FERS occurring on and after January 1, 2014

100% of the hours of unused sick leave not used in the computation of a CSRS component shall be used for purposes of computation of the FERS annuity. None of the hours of unused sick leave at the time of separation shall be available for recredit, pursuant to 5 C.F.R. §S 630.502 and 630.405, in the event of reemployment.

For all periods of time

The amount of sick leave that is available for credit in the computation of a FERS annuity is considered used in the annuity computation, (even if the credit does not result in an additional month of service in the annuity computation), and may not be recredited upon reemployment under 5 C.F.R. § 630.502.

Agencies should identify any FERS employees who were initially retired on or after October 28, 2009, reemployed, and have subsequently retired again before the issuance of this BAL. This information should be provided to Michael Evans, Michael.Evans@opm.gov, or Phil Gardner, Philip.Gardner@opm.gov .

William Zielinski
Associate Director
Retirement Services

United States
Office of
Personnel Management
The Federal Government's Human Resources Agency

Benefits Administration Letter

Number 11 - 103 Date: February 25, 2011

Subject: Authority to Redeposit Refunds under the Federal Employees Retirement System (FERS)

Purpose: The purpose of this Benefits Administration Letter (BAL) is to provide guidance on OPM's implementation of Section 1904 of the National Defense Authorization Act (NDAA) for Fiscal Year 2010, Public Law 111-84, enacted October 28, 2009, regarding FERS refund service. This BAL addresses the following:

- The provisions of section 1904 of the NDAA only apply to employees covered under FERS on or after October 28, 2009, and only affect annuity benefits based on a separation from FERS coverage on or after October 28, 2009.
- Employees covered by FERS on or after October 28, 2009, may repay (or redeposit) any FERS deductions previously refunded to them. They may also redeposit any CSRS deductions previously refunded to them that covered CSRS service that is credited under FERS rules.
- Payment of the FERS redeposit for FERS service covered by a refund of FERS deductions and CSRS service (that is credited under FERS rules) covered by a refund of CSRS deductions allows <u>the refunded service to be creditable for determining an employee's retirement eligibility **and** for computing the amount of an employee's annuity.</u>
- Payment **NOT** made of the FERS redeposit for FERS service covered by a refund of FERS deductions and CSRS service (that is credited under FERS rules) covered by a refund of CSRS deductions only allows <u>the refunded service to be creditable for determining an employee's retirement eligibility but it is not creditable for computing the amount of an employee's annuity.</u>
- Employees wanting to make a FERS redeposit may complete the current FERS Application to Make a Deposit, SF 3108. Employees must indicate on the application that the period of service was refunded and send the completed application through their agency for certification.
- Employees wanting to make a FERS redeposit for refunded service and a FERS deposit for non-covered service will be assigned two service credit account numbers and will receive two separate statements based on each service credit account calculation. (The two accounts will be set up based on one application – two applications are not necessary.)

Background

Prior to enactment of the NDAA, FERS employees who separated from federal service and were paid a refund of their FERS retirement deductions permanently forfeited all retirement credit for the service covered by the refund. If the FERS refund included a refund of CSRS deductions covering CSRS service that became subject to FERS rules, employees permanently forfeited all retirement credit for that CSRS service as well. If that individual returned to work for the Government in a position covered under FERS, the employee could not repay (or redeposit) the refunded FERS and CSRS deductions. The service covered by the refunded deductions could not be used in determining when the employee would become eligible to retire and it could not be used in computing the amount of the employee's annuity.

(Employees who received a refund of CSRS deductions for service that would be credited under FERS rules before becoming subject to FERS could establish FERS credit for that refunded CSRS service upon returning to work under FERS by paying a FERS deposit for the service, generally equal to 1.3 percent of the basic pay received during that service, plus interest.)

Section 1904 of NDAA – FERS Redeposits

Section 1904 of the NDAA now provides the authority for FERS employees who took a refund of their FERS deductions to make a redeposit of the amount refunded, plus interest. FERS employees who took a refund of CSRS deductions covering CSRS service that is credited under FERS rules may also make a redeposit for that service to re-establish full retirement credit for that service. The FERS redeposit for refunded CSRS service will be based on the appropriate percentage of the employee's basic pay that is required for credit under FERS as noted in the table below, plus interest. Interest for a FERS redeposit begins to accrue from the date the employee received the refund of the retirement deductions.

Redeposit for Refunded CSRS Service Subject to FERS Rules

Type of Service	Percentage of Basic Pay
Full-CSRS service	1.3%
CSRS Interim Service (FICA and CSRS coverage between January 1, 1984 and December 31, 1986)	1.3%
CSRS Offset Service (FICA and CSRS coverage after December 31, 1986)	Appropriate FERS deduction rate

The original FERS Act included provisions that allow FERS deposits for refunded CSRS service when an employee received a CSRS refund before becoming subject to FERS. Under those provisions, the refunded service was not creditable for any purpose unless

the deposit was paid, and the deposit equaled the appropriate percentage of basic pay (as described in the table above), plus interest. There were different rules regarding when interest commenced, but in most cases interest started to accrue as of the midpoint of the service period (rather than the date of the refund). With the passage of NDAA, the refunded CSRS service is creditable for retirement eligibility whether or not the FERS redeposit (or FERS deposit for refunded CSRS service) is paid. There are now two separate provisions that can be used to compute the amount an employee owes for the period of refunded CSRS service – the original FERS Act provisions and the NDAA FERS redeposit provisions. We will apply the calculation that is most advantageous to the employee. If an employee has already paid-in-full the deposit for refunded CSRS service, we will not recalculate the amount due under the FERS redeposit calculation. However, if the employee has not completed payments of the deposit for refunded CSRS service, we will recalculate the amount due under the FERS redeposit calculation to determine if that FERS redeposit amount is more advantageous to the employee.

The FERS redeposit provisions in section 1904 of the NDAA only apply to employees covered under FERS on or after October 28, 2009, and only affect annuities that are based on separations on or after October 28, 2009. The survivors of FERS employees who die on or after October 28, 2009, may also make a FERS redeposit for refunded service. Survivors will be advised of the effect of making the deposit on their survivor annuities and have the option of not making the deposit, paying by check, or by having the deposit withheld from the Basic Employee Death Benefit (BEDB).

If the FERS redeposit is made, the refunded FERS service is creditable in determining eligibility for retirement and survivor benefits, and can be used to compute the amount of the retirement and survivor annuity benefits including the FERS annuity supplement/supplementary amount. Redeposits (including interest) paid in full will be credited to the Civil Service Retirement and Disability Fund and will be part of the employee's lump sum credit. If the FERS redeposit is not made, the refunded service is creditable in determining eligibility for retirement and survivor benefits, but it cannot be used to compute the amount of the retirement and survivor annuity benefits.

Reemployed annuitants working under FERS on or after October 28, 2009, may pay a redeposit for refunded service not credited in their original retirement, but the redeposit will not have an effect on the original retirement. The redeposit would only affect credit for the refunded service if the reemployed annuitant works long enough to qualify for and receive a redetermined annuity that is based on a separation from reemployment on or after October 28, 2009. (A redetermined annuity is a new annuity that replaces the original annuity)

A paid in full military deposit that is refunded to an employee, as part of a refund will be included in the FERS redeposit computation. The refunded military service is not creditable under FERS unless the ***full*** redeposit is paid. (OPM cannot calculate a separate redeposit based solely on the military refund.) If the redeposit is not paid, the military service is not creditable for any purpose (not for retirement eligibility and not for annuity

computation) because the law requires the military service be paid for before it can be creditable under FERS.

If OPM refunded a partially paid military deposit, the part of the refund representing the partially paid military deposit will not be included in the FERS redeposit calculation. If the employee wants to pay for the military service, the employee will have to apply to the agency to pay the deposit in full.

Please note that the NDAA did not change the way non-covered civilian service (that is, Federal civilian service not subject to FERS or CSRS retirement deductions) is credited under FERS. Generally, FERS deposits may only be paid for non-covered service performed before 1989 (see Attachment 1, General FERS Service Credit Rules) and FERS deposits must be paid in full before that non-covered service can be credited under FERS. If the FERS deposit for non-covered service is not paid, the non-covered service is neither creditable for determining retirement eligibility nor for determining the amount of annuity benefit.

Guidance

We are amending guidance in BAL 10-101 issued January 12, 2010, (http://www.opm.gov/retire/pubs/bals/2010/10-101.pdf) that stated that OPM will issue new regulations and revised forms prior to accepting FERS redeposit applications. Effective immediately, we are accepting the current FERS Application to Make a Deposit, SF 3108, from employees wanting to make a FERS redeposit. Employees must indicate on the application that the period of service was refunded and send the completed application through your agency for certification.

Please do not submit a payment with the application. OPM's financial policy requires all payments be sent to OPM's Funds Management office. If a payment is sent to OPM before the service credit account is established, Funds Management will not be able to identify where to apply the payment. As soon as the Service Credit office processes the application, a bill and instructions for making payments will be sent to the employee.

Mail the completed FERS application (SF 3108) to Office of Personnel Management. Retirement Operations Center, PO Box 45, Boyers, PA 16025, or fax it to 724-794-1351.

Interest

Interest is based on the same basic rules applicable to CSRS as described in 5 U.S.C. 8334 and 5 CFR 831.105. Interest will accrue annually on the outstanding portion of any amount that may be redeposited and is compounded annually, until the portion is deposited. The interest is computed from the date the refund was paid through December 31 of the year before the one in which the redeposit is paid in full.

Interest is charged at a variable rate determined annually by the Department of the Treasury. The variable rate for any year equals the overall average yield to the fund from retirement security during the preceding fiscal year.

The table below provides those rates:

Years	Percentage Rates	Years	Percentage Rates
2011	2.75%	**1997**	6.875%
2010	3.125%	**1996**	6.875%
2009	3.875%	**1995**	7%
2008	4.75%	**1994**	6.25%
2007	4.875%	**1993**	7.125%
2006	4.125%	**1992**	8.125%
2005	4.375%	**1991**	8.625%
2004	3.875%	**1990**	8.75%
2003	5%	**1989**	9.125%
2002	5.5%	**1988**	8.375%
2001	6.375%	**1987**	9%
2000	5.875%	**1986**	11.125%
1999	5.75%	**1985**	13%
1998	6.75 %	**1948-1984**	3%
		Before 1948	4%

Survivors of employees who died while still employed may also make this redeposit if the survivor is eligible for a survivor annuity. OPM will compute the redeposit amount during the survivor annuity process and give the survivor an opportunity to pay it. The unpaid refunded FERS service will be used to determine eligibility for a survivor annuity but the FERS redeposit must be paid to receive credit for the service in the survivor annuity computation.

Payments

The redeposit may be made in one or more installments (minimum payment of $50) but must be completed before final processing of the retirement or survivor benefit annuity. If the redeposit is not paid in full, we will refund any partially paid redeposit and credit will not be given for the period of FERS refunded service in the annuity computation. **The NDAA does not allow credit for refunded service with an actuarial reduction.**

Once a redeposit is made, employees may not withdraw the redeposit unless they become eligible for and obtain a refund of all their FERS retirement deductions or they retire and are eligible to choose an alternative annuity and lump sum payment of their retirement deductions.

If a complete redeposit is not made before retirement, OPM will compute the amount owed and send a letter with the election to make a lump sum payment for the balance. The payment must be made within 30 days of receiving notification of the amount due and before final processing of the retirement benefits. If the annuitant or survivor elects not to pay in full, OPM will refund the partial payment when the retirement or survivor annuity is finalized.

General FERS Service Credit eligibility rules for paying a civilian deposit/redeposit can be found in Attachment 1.

Currently, our Service Credit System is set up to compute five different categories of service in the following order of precedence.

1. FERS Service
    a. Deposits for non-covered service
    b. Redeposits for FERS refunded service
2. Post 10/01/1982 CSRS Redeposit Service
3. Pre 10/01/1982 CSRS Redeposit Service
4. Post 10/01/1982 CSRS Deposit Service
5. Pre 10/01/1982 CSRS Deposit Service

For FERS service, our system can only calculate one type of service credit payment at a time – either a deposit for non-covered service or a redeposit for refunded service. If an employee wishes to pay both a FERS deposit and a FERS redeposit, we will need to establish two service credit accounts so that the amounts due can be computed for the deposit and redeposit separately. We will assign two service credit accounts using the single application received. Two applications are not necessary. The employee will receive two separate statements based on each service credit account calculation. Two separate checks must be sent showing each account number on the check to properly apply the payment to the correct account.

William Zielinski
Associate Director
Retirement Services

Attachment 1:

General FERS Service Credit Rules

*You **can** pay a civilian deposit/redeposit for:*

- Any period of creditable service performed before 1989 during which retirement deductions were not withheld from your pay
- Any period of civilian service during which CSRS deductions were withheld from your pay and were then refunded to you based on an application you filed before you became covered by FERS, if the service will not be credited under CSRS rules.
- Certain periods of civilian service performed under other retirement systems for Federal employees (that is, other than CSRS or FERS)
- Any period of Peace Corps or VISTA volunteer service (excluding training time) regardless of when the service was performed provided that it was followed by a period of creditable FERS covered service
- If you were employed under FERS on or after October 28, 2009, you can pay a civilian redeposit for any period of service under FERS for which you received a refund of your retirement deductions

*You **cannot** pay a civilian deposit/redeposit for:*

- Any period of service under FERS for which you received a refund of your retirement deductions based on an application you filed after you had been covered by FERS, if you were not employed under FERS on or after October 28, 2009
- Temporary or intermittent service, which you performed after 1988, unless a deposit is allowed by a special provision of law. Temporary service means an appointment, which is limited to one year or less. Intermittent service means an appointment with no scheduled tour of duty
- Any other service which is not creditable under FERS
- Periods of leave without pay (If you perform honorable active duty military service during a period of leave without pay from a Federal civilian position, you may pay a military deposit to your employing agency for that military service before you separate from Federal civilian service. See your agency's Human Resource or Benefits staff for more information on how periods of military service performed during leave without pay from Federal civilian service is credited under FERS.)
- Time covered by a lump sum leave payment

United States
Office of Personnel Management
The Federal Government's Human Resources Agency

Benefits Administration Letter

Number: 11-304 **Date: June 2011**

Subject: Changes to FERS Contribution Rates for Fiscal Year 2012

At its 2010 meeting, the Board of Actuaries of the Civil Service Retirement System recommended revised economic assumptions for use in actuarial valuations of CSRS and FERS. These new normal cost percentages will increase the employer contributions that agencies pay for FERS employees.

While agency payments under CSRS are not affected by the CSRS normal cost percentages for the vast majority of agencies, the CSRS normal cost percentages are used to determine the dynamic actuarial liabilities which are included in Governmental financial statements. The Fiscal Year 2011 Factors for Calculating Imputed Costs Benefits Administration Letter, to be published in August, 2011 will provide the cost factors agencies should use for reporting actuarial liabilities in their Agency Financial Reports.

New employer contribution rates will become effective with the first pay period beginning on or after October 1, 2011.

The following table summarizes changes to FERS contribution rates:

Category	FERS Agency Contribution Rate (%)		
	CPDF Code	Current	10/2011
Regular	K	11.7	11.9
Law Enforcement Officer	M	25.7	26.3
Air Traffic Controller	L	25.5	26.0
Military Reserve Technician	N	14.5	14.9
Employees under section 303 of the CIA Act of 1964 for certain employees (when serving abroad)	NONE	16.8	17.2
Member of Congress	NONE	17.9	18.3
Congressional Employee	NONE	16.4	16.7

If you have any questions about this letter, feel free to email us at finance@opm.gov. You may also call us at 202-606-0606.

Emily Dean,
Associate Chief Financial Officer,
Financial Services

BENEFACTS

A NEWSLETTER PUBLISHED BY THE BENEFITS AND ENTITLEMENTS BRANCH, HUMAN RESOURCES OPERATIONAL PROGRAMS AND ADVISORY SERVICES DIRECTORATE

Volume 6
Edition 2
Mar/Apr
2012

DCPAS/HROPAS
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Federal Employees to Face Hike in FERS Contributions

Due to the recent passage of the Middle Class Tax Relief and Job Creation Act of 2012 (H.R. 3630), which became Public Law 112-96, new Federal employees hired after December 31, 2012, as well as current employees not covered by FERS or performing work creditable towards FERS and who have less than five years of creditable civilian service by that date. FERS, which is often referred to as the "new system", is the retirement system for Federal employees that became effective January 1, 1987 and it provides benefits from three different sources: a *Basic Benefit Plan, Social Security,* and the Thrift Savings Plan (TSP). FERS is a defined benefit plan that will provide a lifetime annuity to eligible employees and their survivors based on years of creditable service and high-3 average salary to employees who are vested in the system by having at least five years of creditable civilian service. Eligible employees contribute a part of their salary to this system in addition to the contributions that the Federal agency they are working for contributes to the system.

President Obama signed this bill on February 23, 2012 to extend the payroll tax holiday to December 31, 2012. This will enable Federal and private workers covered by social security to continue to pay reduced social security benefits through December 31, 2012.

Federal employees who are affected by this new law will see a 2.3% increase in their employee contributions to the FERS system which essentially places more of the responsibility of funding FERS pension on the employee. Currently employees are paying 0.8 percent of their salary toward FERS and now employees who are affected by the new law will pay 3.1 percent of their salary towards FERS. Congressional employees as well as employees who are covered under the Foreign Service Pension System (FSPS) are also affected by this new law. This new law is one of several congressional proposals to make the federal pension a more employee funded system.

Even though the law may not affect all FERS employees, this will definitely be a good time for employees to start looking ahead towards retirement. The employees who will be affected by this new law will have to allocate more money towards their FERS contributions than in the past so there will definitely have to be some budgeting on the part of the employee. When major changes like this occur there are sure to be many questions, as employees may be uncertain about what to expect in the future. Employees are encouraged to contact their personnel or benefits office for more information regarding retirement.

Changes due to the end of Contingency in Iraq

Due to contingency operations in Iraq ending on December 31, 2011, so has the termination of the special Federal Employees Group Life Insurance (FEGLI) Election opportunities. The election opportunities for those deployed to Iraq and subject to the Duncan Hunter National Defense Authorization Act were in effect since October 14, 2008 per BAL 08-204.

The Duncan National Defense Authorization Act had given election opportunities for FEGLI to those employees that were deployed in support of contingency operations as defined by section 101(a)(13) of title 10 to Iraq.

Therefore, with the ending of this contingency operation, the FEGLI Program election opportunities provided under section 1103 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009, no longer applies to employees who receive a notice of deployment to Iraq and/or make an election on or after January 1, 2012. Please refer to BAL 12-201.

Do you have comments, questions or suggestions? Please contact the Benefits and Entitlements Branch at benefits@cpms.osd.mil or you may call us at DSN 426-6301, or 703-696-6301 and press "1" for Benefits.

Updates on BAL's/Policy/Regulation

The coming of each New Year can bring many things, from newly realized dieting plans, possibly an updated calendar for your refrigerator and as always, annual changes to Federal employees benefit plans. On Tuesday, January 25, 2012, The Office of Personnel Management (OPM) issued Benefits Administration Letter (BAL) 12-101.

The purpose of the BAL is to provide information on annual changes to benefits. Some of the topics covered are: Cost of Living Adjustments, Increase in Children's Benefits, Interest Rates for Service Credit Payments, Refunds, Voluntary Contributions, Present Value Factors, significant Social Security Figures, and Thrift Savings Plan (TSP) Deferral Limit.

For retirees receiving monthly annuity payments from the Civil Service Retirement System (CSRS) or the Federal Employees Retirement System (FERS), they received a COLA effective December 1, 2011. Since there are two separate retirement systems, there are two separate COLA amounts. The calculated increase is 3.6% for CSRS and 2.6% for FERS annuitants. In order to receive the full COLA, a retiree's' annuity had to begin no later than December 31, 2010. Retirees whose annuities began between January 1, 2011 and November 30, 2011, will receive a prorated COLA. They will receive one-twelfth of the applicable increase for each month they received an annuity.

Another area seeing an increase was in the computation of child (ren) benefits. When the child has a living parent who was married to a Federal employee or retiree, the benefit payable to that child is the lesser of:

$486 per month per child; or
$1,460 per month divided by the number of eligible children (if over 3).

When the child has no living parent who was married to a Federal employee or retiree, the benefit payable to that child is the lesser of:

$584 per month per child; or
$1,752 per month divided by the number of eligible children.

Along with an increase in monthly benefits, there was an increase in the Basic Employee Death Benefit computation for FERS employees that die in service. This benefit is an amount equal to 50 percent of the employee's final annual pay (or high-3 average pay if higher), plus $15,000, adjusted for COLAs under CSRS rules. For deaths that occur on or after December 1, 2011, and before December 1, 2012, the $15,000 plus COLA is now, $30,792.98. The FERS death benefit is payable to a surviving or former spouse.

The interest rate for 2012 service credit payments, refunds, and Voluntary Retirement Contribution will be applied to both CSRS and FERS at 2.25%. The BAL also explains the adjustments to present value factors, revised on October 1, 2011. The new factors can be found in the June 3, 2011 Federal Register, Volume 76, Number 107. CSRS factors can be accessed at (http://www.gpo.gov/fdsys/pkg/FR-2011-06-03/pdf/2011-13708.pdf) and FERS factors can be accessed at (http://www.gpo.gov/fdsys/pkg/FR-2011-06-03/pdf/2011-13707.pdf). OPM uses the present value factors to compute reductions to:

1) Alternative Forms of Annuity;
2) CSRS and FERS benefits with a CSRS component when the retiree elects to credit refunded service that ended before March 1, 1991, without paying the deposit owed for the service.
3) CSRS and FERS benefits when the retiree marries after retiring and elects to provide a survivor annuity benefit;
4) Retiree's' benefits when the retiree elects to credit Nonappropriated Fund Instrumentality (NAF) service for retirement purposes under Public Law 104-106 or Public Law 107-107; and,
5) Retirement benefits for individuals with certain types of retirement coverage errors under the provisions of the Federal Erroneous Retirement Coverage Correction Act.

Continued on p.3, col. 1

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Continued from p.2, col. 2

Along with changes to benefits typically associated with strictly Federal employment, significant social security figures were also adjusted for 2012. The new maximum taxable wage for 2012 will be $110,100. The Bend Point used in computing social security benefits for workers who become eligible for benefits in 2012, and in the formula for computing maximum individual benefits for 2012, will be $767 and $4,624. The social security earnings limitation is also being adjusted to $14,640. This is of particular importance to any FERS annuitant who is receiving a FERS annuity supplement. Those individuals going over the limit will have his or her annuity supplement offset in 2012 by $1.00 for every $2.00 over this amount earned in 2012.

Lastly, the TSP Deferral Limit for tax year 2012 was increased to $17,000. The term "elective deferrals" means the maximum amount that an employee can contribute to his or her thrift savings account(s). Participants that are age 50 or older can also make additional tax-deferred "catch-up" contributions up to $5,500.

If you would like more information on this or any of the 2012 Benefits Administration Letters, please email us at, benefits@cpms.osd.mil. The Office of Personnel Management posts all Benefits Administration Letters at: www.opm.gov/retire/pubs/bals/index.asp

Extended benefits of reduced TCC Continues for DoD Employees

President Obama signed the statutory authority that continues to extend reduced TCC benefits for those employees that were involuntarily separated due to RIF or those that voluntarily separated from a Surplus Position thru February 1, 2017.

The provision limits the former employee's liability payment by requiring the DoD to pay the agency's portion of contributions as well as the administrative costs during the 18 months of TCC.

The former employee will incur only the employee contribution portion of the TCC payment.

Remarks for SF 2809 TCC enrollments:

For a DoD TCC Enrollment due to a RIF or Resignation after Receipt of a RIF Notice

Self, DoD-RIF, Involuntary Separation, P.L. 112-81, 5 U.S.C. 8905a (d)(4)(B); Separation date: (enter date); Last day of pay period: (enter date); Agency Code: (enter four digit code); Appropriations code: (enter nine-digit code, see block 36, SF-50, Notification of Personnel Action or contact your budget office.)

For a DoD TCC Enrollment Due to a Separation from a Surplus Position

Self, DoD-RIF, Voluntary Separation from a Surplus Position, P.L. 112-81, 5 U.S.C. 8905a (d)(4)(A)(B); Separation date: (enter date); Last day of pay period: (enter date); Agency Code: (enter four-digit code): Appropriation code: (enter nine-digit code, see block 36, SF-50 Notification of Personnel Action or contact your budget office).

Revised the Standard Form SF2818

The Office of Personnel Management has revised the Standard Form SF2818. This revision should assist in reducing the number of errors identified in the Retirement Errors report from OPM. Previously the form had four signature lines. Frequently a signature line was not signed by the employee, and therefore was reported as an error by OPM. The revised form now has only one employee signature line requirement.

Please review the completed form to ensure that all sections of the SF 2818 are marked appropriately for each type of insurance, and signed by the employee prior to submission of completed retirement packages. Proper completion of the SF 2818 can significantly reduce the processing of the retirement package.

The link to the SF 2818 revised form is http://www.opm.gov/forms/pdf_fill/sf2818.pdf

"What is the Thrift Savings Plan- Service Computation Date (TSP-SCD) used for and what is the earliest date that can be assigned?"

Answer: The TSP-SCD is a data element that is a date, either actual or reconstructed, that reflects all service that counts for TSP vesting, or service requirement and, the earliest acceptable date for TSP-SCD is January 1, 1984.

Ref: Thrift Savings Bulletin, 97-30 of August 19, 1997

Tools You Can Use - Working the death of a family (spouse or child) member

The stress in filing death claims is never easy. The Benefits Specialist puts on another hat of the many they wear and now becomes an advocate for the employee by reviewing all benefits in order to assist the employee during an extremely troubling time in his or her life. The employee has so much on his or her mind during this time of loss and confusion that he or she is truly relying on the Benefits Specialist to look out for him or her by making him or her aware of changes that can be considered to prevent him or her from hitting pitfalls concerning employee benefits. Below are some items to review and to discuss with the employee regarding his or her Federal benefits when he or she has experienced the death of a spouse or a child.

1) Locate the most recent SF 2817 in the OPF, and verify that the FEGLI code reflects the same code on the SF50 for the most recent FEGLI election or change in coverage.

2) Verify the FEGLI Code reflected on the SF 50 matches the FEGLI code entered for deductions from the employee's LES.

3) If the employee had Option C (family coverage), complete the Form FE-6-DEP, and assist the employee in completing his or her portion. Send the completed form with an original death certificate to OFEGLI at the address listed on the FE-6-DEP.

4) Due to the loss of a spouse or child, the employee may need to review and update his or her benefits forms (See list below). Explain the benefits and various forms with the employee in the event that the deceased family member was the only eligible family member remaining covered or listed as a beneficiary.

   a) If an employee has FEHB family coverage and, he or she no longer has a living eligible family member on the plan, the employee will need to change his or her plan election to a FEHB Self Only by completing a SF 2809.

   b) If the employee has Self + 1 Dental and/or Vision Insurance, in which the deceased family member was covered, the employee will need to contact FEDVIP in order to change the plan(s) to a Self-Only policy.

   c) If the employee has FEGLI Option C family coverage, and he or she no longer has an eligible family member living to be covered, the employee will need to update and complete a SF 2817 to drop the Option C family coverage.

   d) To close a Long Term Care Insurance policy on the deceased family member, the employee will need to contact Long Term Care Insurance directly.

   e) Provide the employee with the employee's copy of his or her current beneficiary forms on file so he or she may review them. Provide the employee with the following blank beneficiary forms to enable him or her to update them:

      - SF 1152 Unpaid Compensation
      - SF 2823 FEGLI Beneficiary
      - SF 2808 CSRS Beneficiary – this completed form is not filed in the OPF, the original must be sent to the OPM address on the form
      - SF 3102 FERS Beneficiary
      - TSP 3 TSP Beneficiary – the employee will need to mail the completed form directly to TSP

5) Other information or changes an employee may wish to consider:

   a) The employee may wish to change his or her W-4 Income Tax Withholdings form, if desired.

   b) The employee will need to notify the Social Security Administration directly of the spouse's or child's death. If the death is a spouse, the employee will file for Social Security Death Benefit ($255), and will file for Social Security Survivor Benefit three months prior to his or her 60th Birthday.

Three Interesting Questions

1. How long does a Non Appropriated Fund (NAF) employee have to make a retirement coverage election when he or she transfers to an agency?

   Answer: The employee has 30 days to make a retirement coverage election.

   Reference: Portability of Benefits, Public Law 107-107

2. If an employee or covered family member is enrolled in FEHB HMO, and becomes employed outside the geographic area from which the FEHB carrier accepts enrollments change his or her health plan?

   Answer: Yes, because this event is a Qualifying Life Event (QI).

   Reference: FEHB Handbook, Table of Permissible QLE

3. When is a grandchild eligible for Federal Employees Health Benefits (FEHB)?

   Answer: A grandchild can qualify for FEHB coverage, if s/he meets all the requirements for a foster child.

   Reference: FEHB Program Handbook, Family Members, Grandchildren

Voluntary Early Retirement Authority and Voluntary Separation Incentive Payment (VERA/VSIP) Briefings

In an effort to comply with budget decreases many agencies are faced with the requirement to decrease staff and consolidate positions resulting in offering of VERA/VSIP to eligible staff members. The benefits and entitlements (B&E) team was pleased to provide assistance to National Geospatial-Intelligence Agency (NGA) and Joint Base Andrews Air Force Base during the past few months as they prepared employees considering the VERA/VSIP.

The B&E team assisted these agencies by providing briefings to over 400 individuals on VERA/VSIP, retirement benefits, and aspects of financial fitness. Following the briefings, one-on-one pre-scheduled counseling sessions were held to review individual estimates, answer questions, and discuss various aspects for employees to consider regarding the latest changes that occurred with Federal Employees Group Life Insurance options during retirement, Windfall Elimination Provisions for CSRS individuals, FERS Annuity Supplement, and much more.

The B&E team is comprised of advisors with a wide range of expertise in the areas of Federal employee benefits. The B&E team provides technical advice, guidance, and training to Human Resources Specialists throughout the Department of Defense (DoD) and recently expanded to non-DoD agencies in the areas of benefits and entitlements. Contact the B&E Team at benefits@cpms.osd.mil for assistance or to request training at your location.

What's Going On In Your Neighborhood?

To register for Upcoming Courses Offered at our Arlington, VA Location, visit our FAS Training page

http://www.cpms.osd.mil/forms/fas/trainings/trainings.aspx

and

choose your preferred course

Welcome to Denise Andriola

Denise Andriola joined the DCPAS, B&E team in November 2011. Prior to coming to B&E, Denise worked as a Retirement and Benefits Counselor for the Department of Interior's U.S. Geological Survey, the Department of Veterans Affairs, and the Department of Homeland Security's Emergency Operations Center at Mount Weather. Denise was first hired as a Federal Employee by FEMA in support of disaster hiring after Hurricane Katrina. She has a number of years of Human Resources and Benefits experience in the private sector.

TSP Returns

End of March 2012		
FUND	CLOSE	YTD
G	13.8727	0.39%
F	15.4004	0.32%
C	17.4921	12.63%
S	23.4924	14.45%
I	19.5714	10.91%
L 2050	10.6852	11.08%
L 2040	19.3733	9.85%
L 2030	18.8250	8.58%
L 2020	18.1910	6.93%
L Income	15.4127	2.72%

In the next edition of the BENEFACTS newsletter!

- **Roth TSP**
- **Tricare and FEHB**
- **Military Deposits**

United States
Office of Personnel Management
Retirement Operations Center
Boyers, Pennsylvania 16017

Estimated Earnings During Military Service

Instructions: Use a separate RI 20-97 for each branch of service. Attach DD 214 or the equivalent and any available records of pay or promotions. The pay center cannot provide estimated earnings without verification of service. The requester must complete blocks 1 through 10 and block 19. Visit the Defense Finance and Accounting Service website for additional information: www.dfas.mil.

1. Name *(Last, first, middle)*	
2. Other names used	
3. Social Security Number	4. Date of birth *(mm/dd/yyyy)*
5. All military service numbers	
6. Branch of service	

The uniformed services must provide Federal employees' estimated basic pay for military service they performed after December 31, 1956. This is needed to make a deposit to the Civil Service Retirement and Disability Fund for retirement credit. Please provide the estimated basic pay earned by the person named above.

7. Signature of requester	8. Relationship to person named ☐ Person named is requester ☐ Survivor ☐ Other *(specify)*:	9. Date

10. Active military service after December 31, 1956 *(Dates indicated below must be based on DD 214 or equivalent certification.)*

11. Authorized Official of Retired Pay Center completes blocks 11 through 18.

Estimated Earnings (Base Pay)
Do not provide estimated earnings for any period of service prior to January 1, 1957.

From *(mm/dd/yyyy)*	To *(mm/dd/yyyy)*	From *(mm/dd/yyyy)*	To *(mm/dd/yyyy)*	Rate of Basic Pay	Earnings	Type of Discharge

12. If period of service began before and ended after December 31, 1956, enter date service actually began. *(mm/dd/yyyy)*

13. Lost time
☐ None ☐ Number of days _____
☐ Inclusive dates

From *(mm/dd/yyyy)*	To *(mm/dd/yyyy)*	From *(mm/dd/yyyy)*	To *(mm/dd/yyyy)*

14. Signature of authorized official furnishing estimate	15. Date	16. Telephone number *(including area code)* ( )
17. Typed name of authorized official	18. Title of authorized official	

19. Requester's name and address (Return this completed form to address below)

.....

.....

.....

Send the request for Estimated Earnings During Military Service to the appropriate address below. Requests generally take up to 8 weeks to process. Please ensure the DD 214 is attached to your RI 20-97.

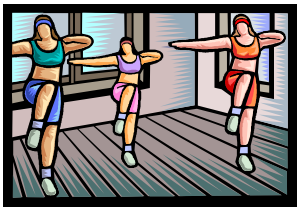
ARMY	DFAS-Indianapolis Center Army Military Pay Operations Attn: Verifications Section (Estimated Earnings) 8899 East 56th Street Indianapolis IN 46249-0865 Phone: (317) 510-2813 Fax: (317) 275-0123
Navy	DFAS-Cleveland Center Attn.: DFAS-CL/JFLAGB 1240 East 9th Street Cleveland, OH 44199-2005 **Phone:** 1-888-332-7411 **Fax:** (216) 367-3587 DSN: 580-5060 E-mail: CCL-CATCH-62@DFAS.MIL
Marines Corps	DFAS-Cleveland Center Attn.: DFAS-CL/JFLAGB 1240 East 9th Street Cleveland, OH 44199-2005 **Phone:** (216) 522-8762 (USMC) Select option #6 OR DSN: 580-762 **Fax:** (216) 367-3587 DSN: 580-5060 E-mail CCL-CATCH-62@DFAS.MIL
National Oceanic and Atmospheric Administration	NOAA Commissioned Personnel Center 1315 East-West Highway Rm. 12100 Silver Spring MD 20910-3282
Coast Guard Pay and Personnel Center	Coast Guard Pay and Personnel Center 444 Southeast Quincy Street Topeka KS 66683-3591 **Phone:** (785) 357-3570 **Fax:** (785) 295-2544
Public Health Service	Division of Commissioned Personnel Compensation Branch Parklawn Building Rm. 4-50 5600 Fisher's Lane Rockville MD 20857 **Phone:** (301) 594-2963 **Fax:** (301)-443-0064
Air Force	DFAS-Indianapolis Center Attn: Verifications Section (Estimated Earnings) 8899 East 56th Street Indianapolis IN 46249-0875 **Phone:** (317) 510-2813 **Fax:** (317) 275-0123

Leave Administration

National Guard
Technician Personnel Management Course

1

Individual Exercises



2

HOURS OF DUTY

- 80 hours per two week pay period
- Work schedules/ changes made by Adjutant General in conjunction with local union(s)
- Typically (but subject to exceptions):
  - ~Rest breaks - Paid; part of workday
  - ~Lunch breaks – Not paid
  - ~ "Make-ready"/Clean up – paid; part of workday
  - ~ Changing/showering – not paid

3

TYPES OF LEAVE

- Annual Leave
- Sick Leave
- Court Leave
- Excused Leave
- Leave Without Pay (LWOP)
- Military Leave
- Compensatory Time
- Enforced Leave
- Absence Without Leave (AWOL)

4

ANNUAL LEAVE

Accrual Rates: full-time, permanent employees

- 1-3 years: 4hrs/pay period
- 3-15 years: 6 hrs/pay period
- 15+ years: 8 hrs/pay
- If initial appointment is less than 90 days, no leave earned.

5

ANNUAL LEAVE

Accrual Rates: Temporary employees (after 90 days, same as full-time permanent employees)

- 1-3 years ~4 hrs/pay period
- 3-15 years ~6 hrs/pay period
- 15 + years ~8 hrs/pay period

6

ANNUAL LEAVE

Accrual rates: part-time employees

- 1-3 years ~1 hr/every 20 hrs in pay status
- 3-15 years ~1 hr/every 13 hrs in pay status
- 15+ years ~1 hr/every 10 hrs in pay status

7

ANNUAL LEAVE

Some criteria/rules:

- Service computation date (SCD) determines leave category
- Maximum annual carryover – 240 hrs
- Separated employees may be paid lump sum for unused annual leave
- May be advanced if requested in writing

8

More...ANNUAL LEAVE

- May be taken in the pay period earned
- Public Law 93-181 provides for restoration of forfeited annual leave
- Absolute right of employee; subject to approval of the supervisor
- Can be denied based on mission

9

SICK LEAVE

Accrual rates

- All full-time: 4 hrs/pay period
- Part-time: 1 hr/every 20 hrs in pay status

Note: Both categories above include temporary employees

10

SICK LEAVE

Covers

- Medical, dental, optical exams/treatments
- Personal incapacitation
- Health risk
- Family Care
  - Family Medical Leave Act (FMLA)
  - Sick Leave to Care for Family Member (SLTCFFM)
- Bereavement/Family funeral (Limited – FMLA/SLTCFFM)
- Adoption (Limited – FMLA/SLTCFFM)

11

HANDOUT

12

SICK LEAVE

Some criteria/rules:

- Unlimited carryover balance
- May be advanced
- Medical certification may be required
- May use while on Annual Leave

13

COURT LEAVE

5 USC 6322(a)

Covers an employee who is summoned due to a judicial proceeding, as a…

- Juror
- Witness on behalf of a state or local government

14

EXCUSED ABSENCE

- Also referred to as Administrative Leave
- Authorized absence for a variety of personal and other non-Technician duty reasons
- Supervisor can excuse absence of one hour or less
- TAG may grant up to 3-days per CY

15

OTHER EXCUSED ABSENCE

- 5 day excused absence
  - granted to those returning from GWOT
  - authorized regardless of location
  - only 5 days authorized and must be used all at once
- Bone marrow
- Organ donor

16

LEAVE WITHOUT PAY (LWOP) (NTE)

- Temporary non-paid status by OPM Form 71 request
- Not a right
- 80 hours accumulated LWOP affect the employee's Annual and Sick Leave accrual within the leave year
- Service Computation Date (SCD) – Leave must be recomputed when an employee returns to duty from an aggregate LWOP of more than six months in a calendar year

17

AUS-Absent for Uniformed Services

- SF 52 must be submitted prior to going on military duty – Effective date is same day as military orders.
- Copy of orders & AUS checklist **MUST** be submitted with SF 52.
- Paid leave may be used intermittently – OMP 71 given to timekeepers.
- No harm, leave & SCD not affected.
- Leave is prorated.

18

Military Leave

- **15 days – 120 hours**
- **22 days – 176 hours**
- **44 days – 352 hours**

19

MILITARY LEAVE

- Charged in hourly increments
- No same-day dual scheduling on Title 32 orders and as technicians
- Military leave is not charged on intervening non-workdays (e.g. holidays, weekends, scheduled days off)

20

MILITARY LEAVE (15 days)

- Paid leave when ordered to active duty, inactive duty training or training
- 120 hours (15 days) each FY – permanent & temporary employees appointed for more than 1 year
- Pro-rated for part-time employees
- Annual Carryover
  120 hrs – NTE 240 hrs yearly

21

MILITARY LEAVE – 22 days

- Paid leave for aid in support of civil authorities in protection of life & property, or military duty in support of contingency operations.
- Permanent and indefinite employees only
- 22 days (176 hours) per calendar year; charged in hours
- Non-workdays/holidays not charged
- No excused absences
- Reference HRR 630 for Military/Tech Pay

22

Military Leave – 44 days

- Operations outside the U.S. (certain Title 10 orders)
- Must be on active duty **without pay**
- Orders must identify period of leave
- 44 days (352 hrs) per calendar year charged in hours

23

COMPENSATORY TIME

- Time off with pay, in lieu of overtime pay
- Earned at a rate of 1 hour for 1 hour and used in increments determined by local policy
- Advance approval required
- Use within 26 pay periods of earning or forfeit
- NGB 46-14

24

COMP TIME TRAVEL

- WS employees - when travel is required on and off-duty, only the travel hours are comp time
- GS employees do get comp time for travel during regular and non-duty hours as per policy
- Technicians are not entitled to receive lump sum payment for compensatory leave. Upon separation, leave is forfeited.

25

ENFORCED LEAVE

Temporary status to document absences for employees…

- Who are not ready, willing and able to perform
- Whose continued presence is undesirable or poses a threat

26

ABSENCE WITHOUT LEAVE (AWOL)

- Without supervisor's prior knowledge/approval
- Status can change with explanation
- AWOL status NOT a disciplinary action
- Can become the basis for initiating an adverse action

27

RECORDKEEPING REQUIREMENTS

Time Cards: leave recorded sequentially (copies filed at unit)

Military Leave: copy of orders/certificate of performance

Court Duty: Letter from court

LWOP: Signed OPM Form 71

Compensatory Time: Documented at unit

28

TIMEKEEPER'S RESPONSIBILITIES

- Record leave/absences
- Prepare input for Pay Office
- Submit schedule changes
- Submit time cards to pay office

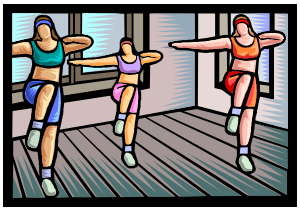
29

SUPERVISOR'S RESPONSIBILITIES

- Approve leave
- Certify time cards, if not official timekeeper
- Certify changes/corrections

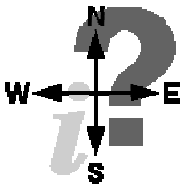
30

Individual Exercises



31

Questions



32

LEAVE Administration

1st Name/Initial_____

Exercise #1: Pre-Test/Post-Test (True or False)

Instructions for Participants:

1. The statements below are either True or False. Behind each are two columns...one headed "Pre-Test" and one headed "Post-Test".

2. At the beginning of this session, you will individually respond True ("T") or False ("F") to each of the statements under the Pre-Test column and write your first name and last name initial at the top of the paper. Then without giving you the correct answers, the instructor will collect your Pre-Tests (without looking at them) to hold until the end of the session.

3. At the end of the session, the instructor will give back the Pre-Tests, and you will then individually respond "T" or "F" to each of the statements under the second, Post-Test column. You'll then be given the correct answers and will be asked to compare your two responses in order to verbally provide information as to whether or not, and by how much, you improved your knowledge from the beginning of the session to the end.

TRUE/FALSE QUESTIONS	PRE-TEST	POST-TEST
1. Employees' daily rest breaks/periods are typically within paid work hours.	_____	_____
2. A normal 2-week pay period consists of 80 work hours.	_____	_____
3. Employees called to serve on a jury require documentation from the court to get approved paid time off.	_____	_____
4. A normal 8-hour workday does not include a paid lunch break.	_____	_____
5. Permanent, temporary, and part-time employees earn 30 days (240 hours) paid military leave each fiscal year.	_____	_____
6. Technicians can choose overtime pay or comp time off for overtime work.	_____	_____
7. Both GS and FWS employees receive 6 hours of annual leave per pay period after 15 years.	_____	_____
8. Sick and annual leave accrue at the same rate for first year full-time employees.	_____	_____
9. Supervisors may grant their unit's employees up to 3 days of excused/ administrative leave per calendar year.	_____	_____
10. The government's leave policy allows for both maternity and "paternity" leave under specific programs/circumstances.	_____	_____

LEAVE & OTHER ABSENCES MODULE Answer Sheet

Exercise #1: Pre-Test/Post-Test (True or False)

Instructions for Participants:

1. The statements below are either True or False. Behind each are two columns...one headed "Pre-Test" and one headed "Post-Test".

2. At the beginning of this session, you will individually respond True ("T") or False ("F") to each of the statements under the Pre-Test column and write your first name and last name initial at the top of the paper. Then without giving you the correct answers, the instructor will collect your Pre-Tests (without looking at them) to hold until the end of the session.

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TRUE/FALSE QUESTIONS	PRE-TEST	POST-TEST
1. Employees' daily rest breaks/periods are typically within paid work hours.	T (Slide 3)	
2. A normal 2-week pay period consists of 80 work hours.	T (Slide 3)	
3. Employees called to serve on a jury require documentation from the court to get approved paid time off.	T (Slide 14)	
4. A normal 8-hour workday does not include a paid lunch break.	T (Slide 3)	
5. Permanent, temporary, and part-time employees earn 30 days (240 hours) paid military leave each fiscal year.	F (Slide 21)	
6. Technicians can choose overtime pay or comp time off for overtime work.	F (Slide 24)	
7. Both GS and FWS employees receive 6 hours of annual leave per pay period after 15 years.	F (Slide 5-7)	
8. Sick and annual leave accrue at the same rate for first year full-time employees.	T (Slides 5-7, 10)	
9. Supervisors may grant their unit's employees up to 3 days of excused/ administrative leave per calendar year.	F (Slide 15)	
10. The government's leave policy allows for both maternity and "paternity" leave under specific programs/circumstances.	T (Slide 11 Handout # 1)	

FMLA / SLTCFFM COMPARISON

	Family Medical Leave Act (FMLA)	(Sick Leave to Care for Family Member) SLTCFFM
Effective Date:	1993	
Purpose:	Granted for Family and Medical reasons - To care for the employee's child after birth or for placement or adoption; to care for the employee's spouse, child, or parent, who has a serious health condition; or due to the employee's own serious health condition, that makes the employee unable to perform his/her job.	Granted for Family Care & Bereavement - To provide transportation for family members; to make funeral arrangements or to attend a family members' funeral; to care for family members who are injured or ill.
Type Time Off:	Unpaid Leave of Absence; however, the employee may substitute paid leave. Sick Leave when applicable.	An expansion of sick leave.
Amount of Time:	12 weeks of unpaid leave in a consecutive 12-month period. May be used intermittently.	F/T Employee - 40 Hrs (5 workdays); Employees with 80 hrs SL balance, can use an additional 64 hrs (8 workdays), for a maximum of 104 hrs (13 workdays) per leave year. 12 weeks per year if applicable.
Conditions:	Must have worked for a covered employer for at least one year, and for 1,250 hrs over the previous 12-month period. Advanced notice is required if conditions are "foreseeable". Medical certification may be required.	SLTCFFM – Agency may require employee to provide an additional written statement from health care provider concerning the family member's need for psychological comfort or physical care.

Instructor Web Link Resources:

OPM - http://www.opm.gov/flsa/oca/leave/HTML/military.asp

Army Civilian Personnel On-line - http://cpol.army.mil/library/permiss/5017.html

DFAS - http://www.dfas.mil/civilianpay.html

Butterbaugh Case - http://www.cpms.osd.mil/fas%5Cpay%5Cpdf%5Cbutterbaugh_v_doj.pdf

Chapter 15. Placement in Nonpay or Nonduty Status

1. Coverage.

This chapter covers furloughs, and extensions of furloughs, placements in leave without pay status and extensions of leave without pay, suspensions, placements of seasonal employees in nonpay and nonduty status at the end of a peak workload period, sabbaticals for employees in the Senior Executive Service, >and absent-uniformed service actions (38 U.S. Code, chapter 43).<

It does not cover:

—Changes to service computation dates for leave, when time in a nonpay status exceeds six months during a calendar year. (See Chapter 6 for instructions.)

—An employee using annual or sick leave. No personnel action is required to document use of annual leave or use of sick leave.

—Recording of absence without leave, an absence for which the employee did not receive approval. A Standard Form 50, Notification of Personnel Action is not required to document absence without leave.

2. Definitions.

a. Furlough is the placement of an employee in a temporary nonpay and nonduty status (or absence from duty) because of lack of work or funds, or for other nondisciplinary reasons.

b. Suspension is the placement of an employee in a temporary nonpay status and nonduty status (or absence from duty) for disciplinary reasons or other reasons pending an inquiry.

c. LWOP (leave without pay) is a temporary nonpay status and nonduty status (or absence from a prescheduled tour duty) granted at the employee's request.

d. >Absent - Uniformed Service employee is absent (whether in pay or nonpay status) to perform duty with the uniformed services and has reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA – 38 U.S. Code chapter 43).<

e. Seasonal employee is one who works on an annual recurring basis and for less than 2,080 hours per year.

f. Sabbatical is an absence from duty, without charge to pay or leave, that an agency may grant to a Senior Executive Service career appointee to engage in study or uncompensated work experience.

3. Selection of Legal Authority.

a. Meaning of "equivalent to CS Regs." For some actions covered by this chapter, the legal authority you place on the action indicates it is being taken under Civil Service laws or regulations, under agency procedures that are similar or equivalent to those required under Civil Service laws or regulations, or under other procedures. The rule you follow to select the legal authority will depend upon your knowing what procedures are being used. For example, you may have to know if the action is being taken under "5 U.S.C. 75" (chapter 75 of title 5 of the U.S. Code,"Adverse Actions"),

NATIONAL GUARD BUREAU
1411 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202-3231

NGB-J1-TN

16 September 2010

MEMORANDUM FOR THE HUMAN RESOURCES OFFICER OF ALL STATES, PUERTO RICO, THE VIRGIN ISLANDS, GUAM, AND THE DISTRICT OF COLUMBIA

SUBJECT: Title 32 Technician Use Compensatory Time while on Military Orders, (TN-10-25)

1. References:

a. 10 USC § 10503 (9): US Code - Title 10, § 10503. Functions of National Guard Bureau: charter.

b. 32 USC § 709 (h): US Code - Title 32, § 709. Technicians: employment, use, status.

c. 5 CFR § 9901.362(b)(3): Code of Federal Regulations - Title 5, § 9901.362 Modification of standard provisions. Adopted 26 Sep 2008, Federal Register Vol. 73, No. 188 (1)(b)(3)

d. 5 USC § 5542: US Code - Title 5, § 5542. Overtime rates; computation.

e. 5 USC § 5543: US Code - Title 5, § 5543. Compensatory time off.

f. 5 USC § 5550b: US Code - Title 5, § 5550b. Compensatory time off for travel.

2. The use of compensatory time (comp time) by Title 32 technicians while on military orders is hereby authorized in accordance with the authority provided 10 USC § 10503(9), 32 USC § 709(h), and 5 CFR § 9901.362(b)(3).

3. The Office of Personnel Management's prohibition for the use of comp time while on military orders, except for comp time for travel per 5 USC §5550b, by the rest of the Federal Government is based on the fact that, in lieu of comp time, other Federal employees are paid overtime wages in accordance with 5 USC §5543. National Guard technicians can receive no such payments per 32 USC 709 (h).

4. To avoid the loss of comp time by Title 32 technicians, the National Guard Bureau policy is that the use of such comp time in military status is authorized.

5. Until such time as necessary computer pay system changes are accomplished by DoD, we will provide an interim method of effectuating this policy to the HROs and Employee Benefits Specialists in each State.

6. Point of contact for this memorandum is the undersigned at (703) 607-5419 or email William.kolbinger@us.army.mil.

WILLIAM F. KOLBINGER
Colonel, USAF
Chief, Office of Technician Personnel
National Guard Bureau

NATIONAL GUARD BUREAU
1411 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202-3231

NGB-J1-TN 21 September 2010

MEMORANDUM FOR THE HUMAN RESOURCES OFFICER OF ALL STATES, PUERTO RICO, THE VIRGIN ISLANDS, GUAM, AND THE DISTRICT OF COLUMBIA

SUBJECT: Title 32 Technician Use of Compensatory Time Off while Absent Uniformed Service (TN-10-27)

1. Reference TN Memorandum 10-25, Title 32 Technician Use Compensatory Time Off while on Military Orders, dated 16 September 2010, we are providing interim guidance on the usage of regular compensatory time while Absent Uniform Services (AUS) (Formerly LWOP-US) and guidance on the recent updates to Guide to Personnel Processing Action (GPPA).

2. The National Guard Bureau, Office of Technician Personnel, coordinated with the Office of Personnel Management (OPM) and Department of Defense (DoD) on an exemption to policy for Title 32 NG Technicians from the 5 CFR, section 353.208, Use of Paid Leave During Uniformed Service. This provision prohibits the use of regular compensation time-off (CT) while AUS and the effective date of Standard Form 50 for each action per GPPA, Chapter 15(4). Currently, OPM and DoD are staffing these requests through formal channels.

3. As a means to protect our technician community from experiencing any negative impacts from the recent CFR provision, you may use the following interim guidance until OPM and DoD, along with NGB, publish more definitive guidance:

a. Should a Federal Technician receive orders for military services, he/she is permitted to use up any accrued regular compensatory time prior to the effective date of the SF 50 for the AUS personnel actions.

b. If the technician chooses to use the compensatory time, the effective date of the SF 50 for AUS is delayed beyond the orders' directed start date, as per GPPA, to allow processing of the member's CT time-card code in the Time and Attendance system. The CT is consecutively and exclusively utilized without the intermixing of other paid leave during this delay period. Once the technician's CT is exhausted, the SF 50 for AUS is processed; and the technician remains in AUS status throughout the duration of the orders.

c. If the technician chooses to not use his/her earned compensatory time, the AUS effective date is the same date of the military order, as outlined in the GPPA, and the compensatory time is held without forfeit should the technician's AUS exceed the 26th pay period in which the compensatory time was earned.

d. It is the responsibility of the supervisor to submit a completed Standard Form 52, indicating the technician's intentions to use regular compensatory time. Per the GPPA, if he/she decides to not use the earned compensatory time, the SF 50 is effective the same day as the military order.

4. If a technician already forfeited compensatory time due to the previous policy, he/she will need to contact their HRO-EBS members for guidance. The Benefit Specialists will process the member's entire packet of information on the loss such as, the orders, compensatory time off earned, the retirement date, and any other pertinent data to NGB, Office of Technician Personnel for continued review and guidance.

5. The point of contact for this memorandum is Ms. Brenda Decruise at 703.607.1458 (DSN: 327) or email Brenda.decruise@us.army.mil.

WILLIAM F. KOLBINGER
Colonel, USAF
Chief, Office of Technician Personnel
National Guard Bureau

NATIONAL GUARD BUREAU
111 SOUTH GEORGE MASON DRIVE, AH2
ARLINGTON VA 22204-1382

NGB-J1-TN

2 December 2011

MEMORANDUM FOR The Human Resources Officers of all States, Puerto Rico, the US Virgin Islands, Guam, and the District of Columbia

SUBJECT: Use of Time-off Awards and Excused Absence during Uniformed Service (TN-11-43)

1. References:

a. Title 5, Code of Federal Regulation (CFR) 353.208, Use of paid time off during uniformed service, 1 January 2011.

b. Memorandum, NGB-HRL, 30 March 1999, subject: Time Off Awards (enclosure).

2. Effective immediately, reference 1.b., is rescinded. States will follow guidance provided in reference 1a. Title 5, CFR 353.208 does not authorize the use of Time-off Awards and/or Excused Absences.

3. The point of contact is Mr. John Christie, Technician Benefits Branch at DSN 327-1458, 703-607-1458, or john.christie1@us.army.mil.

Encl

THOMAS E. LANGUIRAND
COL, US Army
Chief, Office of Technician Personnel
National Guard Bureau

Request for Leave or Approved Absence

1. **Name** *(Last, first, middle)*	2. **Employee or Social Security Number (Enter only the last 4 digits of the Social Security Number (SSN))**
3. **Organization**	

4. **Type of Leave / Absence** *(Check appropriate box(es) below)*	**Date** From	**Date** To	**Time** From	**Time** To	**Total Hours**
☐ **Accrued Annual Leave**					
☐ **Restored Annual Leave**					
☐ **Advanced Annual Leave**					
☐ **Accrued Sick Leave**					
☐ **Advanced Sick Leave**					
☐ **Compensatory Time Off**					
☐ **Other Paid Absence** *(Specify in Remarks)*					
☐ **Leave Without Pay**					

Purpose:
- ☐ Illness/injury/incapacitation of requesting employee
- ☐ Medical/dental/optical examination of requesting employee
- ☐ Care of family member, including medical/dental/optical examination of family member, or bereavement
- ☐ Care of family member with a serious health condition
- ☐ Other

5. **Family and Medical Leave**

If annual leave, sick leave, or leave without pay will be used under the Family and Medical Leave Act of 1993, please provide the following information:

☐ **I hereby invoke my entitlement to Family and Medical Leave for:**

- ☐ Birth/Adoption/Foster Care
- ☐ Serious health condition of spouse, son, daughter, or parent
- ☐ Serious health condition of self

Contact your supervisor and/or your personnel office to obtain additional information about your entitlements and responsibilities under the Family and Medical Leave Act. Medical certification of a serious health condition may be required by your agency.

6. **Remarks:**

7. **Certification:** I hereby request leave/approved absence from duty as indicated above and certify that such leave/absence is requested for the purpose(s) indicated. I understand that I must comply with my employing agency's procedures for requesting leave/approved absence (and provide additional documentation, including medical certification, if required) and that falsification on this form may be grounds for disciplinary action, including removal.

7a. **Employee Signature**	7b. **Date**

8a. **Official Action on Request:** ☐ **Approved** ☐ **Disapproved** *(If disapproved, give reason. If annual leave, initiate action to reschedule.)*

8b. **Reason for Disapproval:**

8c. **Supervisor Signature**	8d. **Date**

PRIVACY ACT STATEMENT

Section 6311 of Title 5, United States Code, authorizes collection of this information. The primary use of this information is by management and your payroll office to approve and record your use of leave. Additional disclosures of the information may be: to the Department of Labor when processing a claim for compensation regarding a job connected injury or illness; to a State unemployment compensation office regarding a claim; to Federal Life Insurance or Health Benefits carriers regarding a claim; to a Federal, State, or local law enforcement agency when your agency becomes aware of a violation or possible violation of civil or criminal law; to a Federal agency when conducting an investigation for employment or security reasons; to the Office of Personnel Management or the General Accounting Office when the information is required for evaluation of leave administration; or the General Services Administration in connection with its responsibilities for records management.

Public Law 104-134 (April 26, 1996) requires that any person doing business with the Federal Government furnish a social security number or tax identification number. This is an amendment to Title 31, Section 7701. Furnishing the social security number, as well as other data, is voluntary, but failure to do so may delay or prevent action on the application. If your agency uses the information furnished on this form for purposes other than those indicated above, it may provide you with an additional statement reflecting those purposes.

REQUEST, AUTHORIZATION, AND REPORT OF COMPENSATORY TIME

The proponent agency is NGB-ARC-F. The prescribing directive is NGR (AR) 37-105.

PRIVACY ACT STATEMENT

1. AUTHORITY: Executive Order 9397; 5 USC Section 6311; and 31 USC Section 7701.

2. PURPOSE: A standardized management record of request, authorization, and reporting of compensatory time earned for National Guard (NG) Title 32 Dual Status and Non Dual Status (NDS) Technicians and Title 5 Civilians. Used as the substantiating document for entering of compensatory time earned in the civilian pay system.

3. ROUTINE USES: None.

4. DISCLOSURE: Voluntary; However, failure to furnish requested information may result in delayed, impeded, or erroneous posting of compensatory time earned.

FROM: (OFFICE SYMBOL)	THRU: (IF APPLICABLE)	TO: (APPROVING OFFICIAL)	UIC / ORGANIZATION CODE:	PAY PERIOD ENDING (PPE):

			COMPENSATORY TIME REQUESTED		COMPENSATORY TIME EARNED				
EMPLOYEE NAME (LAST, FIRST, MI)	SSN	CIVILIAN GRADE	DATE REQUESTED	NUMBER OF HOURS REQUESTED	DATE COMPENSATORY TIME WORKED	HOURS FROM	HOURS TO	TOTAL HOURS WORKED	EMPLOYEE SIGNATURE (After Duty Is Performed)
				TOTAL HOURS REQUESTED				**TOTAL HOURS WORKED**	

NATURE OF DUTIES AND JUSTIFICATION WHY COMPENSATORY TIME WORK CANNOT BE ACCOMPLISHED DURING NORMAL DUTY HOURS:

DATE OF REQUEST:	NAME, GRADE, AND TITLE OF REQUESTER:	SIGNATURE OF REQUESTER:
DATE OF APPROVAL / DISAPPROVAL (CIRCLE):	NAME, GRADE, AND TITLE OF APPROVING OFFICIAL:	SIGNATURE OF APPROVING OFFICIAL:

DEPARTMENT OF MILITARY AFFAIRS
Joint Force Headquarters
Madison, Wisconsin 53708-8111
1 April 2007

*WING HRR No. 630

Absence and Leave Program

FOR THE ADJUTANT GENERAL:

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Summary. The purpose of this regulation is to establish a uniform policy and provide guidance to managers, supervisors, and technicians on the intent and proper use of leave. This regulation is to be used in conjunction with the negotiated agreement between The Adjutant General, Wisconsin, and the Labor Organization to which exclusive recognition has been granted.

Applicability. This regulation applies to all Joint Force Headquarters elements, the Wisconsin Army National Guard, and the Wisconsin Air National Guard.

Proponent. The proponent for this regulation is the Director, Human Resources/J1.

Suggested improvements. Users are invited to send comments and suggested improvements to Joint Force Headquarters, ATTN: WIJS-J1, P.O. Box 8111, Madison, WI 53708-8111.

Distribution. This publication is available in electronic media only and is intended for all Joint Force Headquarters elements, the Wisconsin Army National Guard, and the Wisconsin Air National Guard. It is available on the WIJS-J1/Human Resources intranet page.

This regulation has changed substantially and should be thoroughly reviewed. This regulation also incorporates compensatory time information previously detailed in HRR 990-2.

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Chapter 1

General Provisions

1-1. Purpose
The purpose of this regulation is to establish a uniform policy and provide guidance to managers, supervisors, and technicians on the intent and proper use of leave. This regulation is to be used in conjunction with the negotiated agreement between The Adjutant General, Wisconsin, and the Labor Organization to which exclusive recognition has been granted.

1-2. References
This regulation is not intended to stand alone and must be used in conjunction with the references at Appendix A.

1-3. Explanation of Abbreviations and Terms
Explanation of abbreviations and terms used in this regulation are in the glossary.

1-4. Responsibilities
The Adjutant General establishes an Absence and Leave Administration Program that meets the statutory and regulatory requirements cited in the references in Appendix A and this HRR.

The J1 will issue regulatory guidance, administers and publicizes the Absence and Leave Program. The J1 will assure the Absence and Leave Program meets the regulatory requirements cited in Appendix A. The J1 also provides training and support to supervisors and managers on leave and absence requirements.

Chapter 2

Annual Leave

2-1. Eligible Employees All permanent and indefinite employees are eligible for annual leave. Temporary employees who are appointed to positions in excess of 90 days are entitled to earn annual leave upon completion of the first biweekly pay period.

2-2. Maximum Accumulation Federal employees may accumulate a maximum of 240 hours (30 days) of annual leave. However, excess annual leave will only be forfeited at the beginning of the first pay period of the new leave year. Any leave to the employee's credit at the end of the leave year that exceeds the maximum accumulation is either forfeited or restored according to paragraph 2-8.

2-3. Granting Annual Leave Annual leave is provided to allow every employee a period of relaxation and provide short periods of time off for personal and emergency purposes. When employees can be spared from their duties, annual leave will be granted freely for personal or emergency purposes. Large accumulations should be avoided. The technician and the supervisor both have the responsibility to plan annual leave schedules. The final determination as to the time and amount of annual leave granted is made by the supervisor authorized to

approve leave. Their decision will generally be made considering the needs of the service. Arbitrary decisions to deny leave will not be made. Scheduled annual leave must be requested by the technician and approved by the supervisor as far in advance as possible to avoid conflicts with the needs of the service and other personnel leave requests. Supervisors should consider the technicians' desires and personal convenience as well as the work situation when granting leave. Supervisors should insure that annual leave is scheduled for use to prevent loss at the end of the leave year.

a. Advancing Annual Leave. Annual leave may be advanced and will be considered on a case-by-case basis. The Advanced Annual Leave cannot exceed the amount of leave that would accrue to the employee during the current leave year. Supervisors should counsel the employee on the impact of advancing leave.

b. Leave before Separation. Where an employee's separation is expected (such as employees on temporary appointments or those whose retirement is planned), advanced leave may not exceed the amount that can be repaid by accrual before the separation.

c. Sickness during Annual Leave. When sickness occurs during a period of annual leave, supervisors may change annual leave to sick leave for the period of sickness.

d. Use of Annual Leave during Active Military Duty. Members of the Reserve or National Guard may use annual leave during active military duty or inactive duty training periods.

2-4 Leave Differences Between Services

a. Army Guard: In order to provide consistency in unscheduled leave requests, the employee will make a good faith effort to contact the supervisor verbally to request leave (normally not later than two (2) hours after the employees scheduled reporting time. Individual supervisors may adopt a more liberal policy (i.e. leaving messages w/employee, email etc.) as long as it is communicated with the subordinate employees.

b. Air Guard: Requests for annual leave for unanticipated circumstances (emergencies) will be made as soon as the need is known. In situations where the employee is unable to report to work the request for annual leave will normally be made within one (1) hour following the starting time of the employee.

2-5. Disposition of Annual Leave Technicians are entitled to receive a lump sum payment for all accumulated and accrued annual leave upon separation from technician employment. If the technician leaves the National Guard to accept a position in another federal agency, lump-sum payment of annual leave is not authorized. The leave will be transferred to the new position.

2-6. Leave Rate Accrual

a. Technicians appointed for 90 days or longer accrue annual leave.

b. The amount of annual leave that a full time technician earns depends on their length of service. Technicians are assigned to leave earning categories (based on Service Computation Date (SCD Leave) as follows:

(1) Technicians with less than 3 years of service earn 4 hours of annual leave per each bi-weekly pay period.

(2) Technicians with 3, but less than 15 years of service earn 6 hours of annual leave for each bi-weekly pay period. (10 hours for the last pay period).

(3) Technicians with 15 or more years of service earn 8 hours of annual leave for each full bi-weekly pay period.

c. Part time technicians with regularly scheduled tours of duty earn leave for all time they are in a pay status not in excess of 80 hours in the pay period.

(1) Technicians with less than 3 years of service earn 1 hour for each 20 hours in a pay status.

(2) Technicians with 3 but less than 15 years of service earn 1 hour for each 13 hours in a pay status.

(3) Technicians with 15 or more years of service earn 1 hour for each 10 hours in a pay status.

d. Maximum accumulation at the end of the leave year. Unused annual leave up to a maximum of 240 hours may be carried forwarded from one leave year to the next. Unused annual leave in excess of the maximum of 240 hours is forfeited.

e. Creditable service for annual leave. Creditable service for determining the rate of accrual for annual leave will include:

(1) Periods of employment as a National Guard Technician.

(2) Periods of honorable active military service, unless the technician is a retired member of the uniformed services and crediting portions of their military service for leave accrual is restricted by law.

(3) Periods of employment by a Federal Agency.

(4) While in a non-pay status as a technician drawing compensation from the Office of Workers Compensation Program.

(5) Six months in any calendar year while on Leave Without Pay

(6) Periods of military furlough.

f. Change in Annual Leave earning rates. A change in annual leave earning rates is effective at the beginning of the first bi-weekly pay period following completion of the prescribed creditable service.

2-7. Denial or Cancellation of Leave Denial of leave or cancellation of approved leave will be based on the necessity for the employee's services. Denial or cancellation will be based upon factors that are reasonable, equitable, and which do not discriminate against any employee or group of employees. In addition, denial or cancellation of leave is not disciplinary in character and must not be used as a punitive measure.

2-8. Restoration of Forfeited Annual Leave

a. Scheduling, and as necessary, rescheduling of annual leave must be done through some type of formal documentation indicating inclusive calendar dates, amounts of leave requested, amount scheduled, dates rescheduled if disapproved and/or canceled, and the signature of the leave approving officer.

b. Provisions have been established for restoration of annual leave under certain specific conditions. (Sickness, administrative error or exigency of the public business [operational demands]).

c. A determination must be made by WIJS-J1 that the exigency was of such major importance that annual leave could not be used to avoid forfeiture. The law requires that the decision to schedule annual leave must be made at least three pay periods prior to the end of the leave year before such leave can be considered for restoration.

d. The following information is required by WIJS-J1 for consideration of restoration of annual leave:

(1) Written verification scheduling the annual leave (the OPM Form 71 may be used to document the actions). Documentation should include the following:

(a) Calendar date the leave was scheduled (approved/disapproved).
(b) Date during which the leave was scheduled for actual use and the amount of leave that was scheduled for use.
(c) Reasons for subsequent cancellation of approved leave (if for sickness, a medical certificate signed by a doctor is required).
(d) Beginning and ending dates of the exigency, sickness or operational demand that resulted in the forfeiture. The date fixed as the termination of the exigency or sickness determines the two year period within which the restored leave must be used. The two year period for administrative error begins on the date the annual leave was restored in correcting the administrative error.
(e) The date the canceled leave was rescheduled.
(f) The date during which the canceled leave was rescheduled for use and the amount of leave that was rescheduled for use.
(g) The exact number of hours requested to be restored.
(2) The above information will be retained for two years or until the leave is used, or in the case of separation, for the time required by the payroll office to process a lump sum payment.

Chapter 3

Leave Without Pay (LWOP)

3-1. Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty that may be granted when requested by a technician at the discretion of the Adjutant General or those supervisors designated in paragraph 3-3a(1). The permissive nature of leave without pay distinguishes it from absence without leave (AWOL) which is an unauthorized absence. Leave Without Pay can be imposed without penalty. If a technician applies for and is granted leave without pay, the period of leave may not be retroactively converted to annual leave or sick leave. There are two exceptions to this restriction.

a. If the technician is granted leave without pay to be eligible for a cost-of-living increase in certain disability cases, or;

b. To meet the eligibility requirements for compensation under the provisions of the Federal Employee’s Compensation Act.

3-2. Granting Leave Without Pay

a. Leave without pay will be granted to permanent technicians for periods of absence due to military service, Inactive Duty Training and Active Duty for training (i.e., service schools, annual training, etc.)**.**

b. Leave without pay may be granted for recovery from illness or injury not of a permanent or disqualifying nature when return to duty would impair the technician's health or threaten the health of other technicians.

c. Leave without pay may be granted for educational purposes either civilian or military, that would have a direct result in increased job proficiency or ability.

d. Leave without pay may be granted pending final action by the Office of Personnel Management on a claim for Disability Retirement.

e. Leave without pay may be granted pending final action by the Office of Worker's Compensation Programs.

f. Leave without pay normally will not be granted for personal reasons. In emergency situations, wherein the technician has utilized all their leave, LWOP may be granted if fully justified and approved by the individual listed in 3-3a(l) below.

g. Leave without pay may be granted for maternity reasons, when there is some reasonable assurance that the employee plans to return to work.

3-3. Requests for Leave Without Pay There are three main categories, a. Any military duty. b. More than 80 hours for work related injury OR more than 30 calendar days for any other reason. c. 80 hours or less for work related injury OR 30 calendar days or less for any other reason. See a, b, c below for specific process and appropriate paperwork to submit. The uniform application of this directive is essential to ensure that all technicians are treated equally and that the interests of the government and the technician are protected.

a. Requests for Leave Without Pay for Military Duty for 1 day or more must be submitted in writing from the technician on SF 52 through supervisory channels to J1. The request should include copy of orders, dates of military duty, dates of LWOP, and statement of intent to return to technician duty. Submission of the SF 52 will ensure that appropriate benefits earned are credited. You may also be required to submit an OPM 71 – Request for Leave or Approved Absence or letter to your supervisor for time and attendance documentation.

b. Requests for Leave Without Pay for More Than 80 Hours for a Work Related Injury or More Than 30 Calendar Days for Any Other Reason. All requests for LWOP for more than 80 hours for a work related injury or more than 30 calendar days for any other reason must be submitted on a SF 52 through supervisory channels to the J1. The technician's reasons may be stated in the Remarks Section or on a separate sheet attached and must contain the technician's signature. Requests must state the specific reason for the request, the inclusive dates, the number of hours and days involved and a statement of intent to return or not return to duty status following the LWOP period. If any other type of leave (Annual, Sick or Military) is to be used in conjunction with LWOP, these periods must also be stated in the request. Requests for LWOP must be processed so as to arrive at the applicable approving authority a minimum of five (5) workdays in advance of the start of the LWOP. NOTE: EMERGENCY REQUESTS WILL BE INITIATED BY TELEPHONE THROUGH APPROPRIATE CHANNELS.

c. Requests for Leave Without Pay for 80 Hours or Less for a Work Related Injury or 30 Calendar Days or Less for any Other Reason. Submit an OPM 71 – Request for Leave or Approved Absence or letter from the technician (or someone acting on their behalf if the technician is unable to do so themselves) to the technician's supervisor, who must add their recommendation. The supervisor will then forward through supervisory channels to the applicable approval authority as listed below. Requests must state the specific reason for the request, the inclusive dates, the number of hours and days involved and a statement of intent to return or not return to duty status following the LWOP period. If any other type of leave (Annual, Sick or Military) is to be used in conjunction with LWOP, these periods must also be stated in the request. Requests for LWOP must be processed so as to arrive at the applicable approving authority a minimum of five (5) workdays in advance of the start of the LWOP. NOTE: EMERGENCY REQUESTS WILL BE INITIATED BY TELEPHONE THROUGH APPROPRIATE CHANNELS.

(1) Approval Authority: These supervisors, are granted the authority to approve or disapprove requests for LWOP for 80 hours or less for a work related injury or 30 calendar days or less for any other reason. A copy of the approved OPM 71 or letter will be forwarded to the appropriate civilian payroll office with the initial time and attendance card reflecting LWOP status.

(a) JFHQ - Command Section - Those technicians under their immediate supervision.

(b) JFHQ - Joint Staff - Those technicians under their immediate supervision.

(1) Chief of Staff, Joint Staff

(2) Counter Drug Division

(3) Directorate of Manpower and Personnel (DHR)/J1

(4) Directorate of Operations for Military Support (DOMS)/J3

(5) Directorate of Installation Management (DIM)/J4

(6) Strategic Plans and Policy/J5

(7) Directorate of Information systems for C4 (DISC4)/J6

(c) USPFO for Wisconsin – Those technicians under their immediate supervision including Directorate of Resource Management/J8.

(d) JFHQ – Land Component – Those technicians under their immediate supervision.

(1) Chief of Staff

(2) Recruiting and retention Command

(3) Deputy Chief of Staff for Aviation (DCSAVN)

(4) Deputy Chief of Staff, Personnel (DCSPER)/G1

(5) Deputy Chief of Staff Security & Intelligence (DCSINT)/G2

(6) Deputy Chief of Staff for Operations (DCSOPS)/G3

(7) Deputy Chief of Staff for Logistics (DCSLOG)/G4)

(e) JFHQ – Air Component - Those technicians under their immediate supervision.

(1) Executive Support Staff Officer

(2) Air Commander – Truax Field Technicians

(3) Air Commander – General Mitchell ANG Base Technicians

(4) Detachment Commander – Air Control Squadron Technicians

3-4. Return from LWOP Status

a. When a technician returns to technician duty from any period of LWOP for military duty an SF 52 will be forwarded from the employee through the supervisor to the J1.

b. When a technician returns to technician duty from any period of LWOP in excess of 80 hours, for a work related injury or in excess of 30 calendar days for any other reason a SF 52 must be prepared by the supervisor and forwarded to the J1. Restoration of pay and benefits is not automatic and therefore timeliness is critical, because without the SF 52, the technician cannot be paid nor have benefits restored even though the original request had an ending date. So as not to jeopardize any pay or benefits, supervisors must take prompt action in coordination with the employee.

c. When a technician returns to technician duty from any period of LWOP not in excess of 80 hours, for a work related injury not in excess of 30 calendar days for any other reason there is no requirement to notify the J1. However, notification of return to their supervisor for proper time and attendance reporting is required. The supervisor in turn notifies the payroll office.

3-5. LWOP - Effect on NGAUS/Reliastar/ING Life Insurance Technicians in a LWOP status <u>for any reason</u>, in excess of a pay period, are <u>individually</u> responsible for their premium payment. Technicians are responsible for contacting their technician payroll office, <u>prior to entering on LWOP</u>, and making arrangements for the method of premium payments in order to keep their insurance in force. Failure to maintain premiums on a current basis will jeopardize

not only their coverage, but also the non-forfeiture values in the ValuLife. LWOP for military duty may be addressed separately for specific contingencies.

3-6. LWOP - Effect On American Life And Casualty Technician Insurance Technicians in LWOP status for any reason, in excess of a pay period, are individually responsible for their premium payments. Premium payments will be made directly to the insurance company (Administrator, American Equity Life Insurance Program, P.O. Box 1886, Birmingham, AL 35201). Premiums may be paid for the entire period of LWOP or a minimum of two (2) bi-weekly payments, with continuation of premiums the responsibility of the technician. Failure to maintain premium payments will cause the insurance coverage to terminate. LWOP for military duty may be addressed separately for specific contingencies.

3-7. LWOP - Effect On Within Grade Increases (WGI) LWOP for military reasons does not impact nor adjust a due date of a Within Grade or Step Increase. LWOP for personal reasons may impact and automatically delay the due date of the increase if the non-pay status exceeds appropriate time limitations. The WGI will be delayed by the amount of the non-pay period, when the non-pay status exceeds in the aggregate, the following:

a. General Schedule Technicians,

(1) Two workweeks in the waiting period for steps 2, 3, and 4.

(2) Four workweeks in the waiting period for steps 5, 6 and 7.

(3) Six workweeks in the waiting period for steps 8, 9 and 10.

b. Wage Grade Technicians.

(1) One workweek in the waiting period for step 2.

(2) Three workweeks in the waiting period for step 3.

(3) Four workweeks in the waiting period for steps 4 and 5.

c. When a technician has time in a non-pay status in excess of that permitted by regulation as shown above, in any one waiting period, causes the waiting period to be extended by the amount of the excess time in a non-pay status.

d. Non-pay status granted to a technician because of injury for which compensation is payable under the provisions of SECTION 81, Title 5, United States Code, Federal Workers' Compensation Program, WING HRR 810-1, is creditable service in the computation of a waiting period.

e. Non-pay status granted to a technician because of entry on active military duty performed under the authority of Sections 502f, 503, 504 and 505 of Title 32, United States Code, is creditable when technician service is interrupted by the military duty.

3-8. LWOP - Effect on Federal Technician's Health Insurance

a. The health insurance coverage continues for up to one (1) year while in a LWOP status, unless it is canceled by the technician. The technician is responsible for paying the employee share of the premium. The premium may be paid directly to the pay office during the period or collected upon return to duty during one or more subsequent pay periods. For Air: If paying direct, checks will be made out to DFAS-CL, the memo line must include member SSAN and FEHB. Check will be mailed to:

DFAS-CL (dssn8522)
PO BOX 998009
Cleveland, OH 44199-8009

b. When the technician enters on military duty for a period of 30 days or less, the insurance coverage continues and the premium is collected from the first pay check after return to duty.

c. When the technician enters on military duty for a period of 31 days or more, the insurance coverage continues for up to 18 months, unless it is canceled by the technician. The technician is responsible for the premium until canceled or the 1 year, which ever comes first. The request to terminate must be in writing. If terminated, it may be reinstated at the time of return to civilian service.

d. When the technician serves on active duty in connection with Operation Noble Eagle, Operation Enduring Freedom, Operation Iraqi Freedom, or any other operation subsequently established under Executive Order 13223, the federal government will pay their share of the FEHB premium for up to 24 months.

3-9. LWOP – Effect on Federal Employees Group Life Insurance A technician's life insurance coverage (FEGLI) continues, without cost to the technician, while in a non-pay status (LWOP) for up to 12 months to include active duty or active duty for training.

3-10. LWOP - Effect on Service Creditable For Retirement

a. Technicians are granted credit for time on the rolls in a non-pay status (LWOP, AWOL, and suspension) which does not exceed six months in the aggregate in any calendar year. The amount of time in non-pay status which is in excess of six months in the aggregate in any calendar year is not creditable service for retirement purposes. In the case of LWOP while on military duty a monetary deposit will be required for the period of LWOP to be creditable.

b. If a technician is receiving benefits from the Office of Workers' Compensation Program, credit is given for the entire period if he is carried on the rolls in a leave without pay status.

3-11. LWOP - Effect on Annual Leave The technician's annual leave balance is reduced or prorated during the period of leave without pay.

3-12. LWOP – Effect On Sick Leave The technician's sick leave balance is reduced or prorated during the period of leave without pay.

Chapter 4

Sick Leave

4-1. Eligibility All employees (permanent or temporary) regardless of work schedule (full or part time) are eligible to earn and use sick leave. Sick leave will not be advanced for temporary or probationary technicians. Unused sick leave accumulates without limit.

4-2. Earning Rates

a. Full time technicians earn sick leave at the rate of 4 hours for each full biweekly pay period. Sick leave is earned from the first pay period of employment and its accrual is not affected by the type of appointment or length of service. There is no qualifying period for earning sick leave.

b. Technicians who work on a part time basis with an established tour of duty earn sick leave at the rate of 1 hour for each 20 hours of duty.

c. Crediting sick leave. Unless it is uncertain as to how much will be earned, sick leave accrual may be credited to a technician at the beginning of the pay period in which it is earned.

4-3. Granting Sick Leave Sick leave is appropriate when any of the following circumstances cause absence. (Note: federal employees may use up to 104 hours of sick leave each leave year to care for a family member or to arrange for or attend the funeral of a family member.)

a. Medical, dental, or optical examination or treatment.

b. Incapacitation for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth.

c. Make arrangements necessitated by the death of a family member or attend the funeral of a family member. Family members include: spouse, parent, children to include adopted children, brothers and sisters, and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

d. Jeopardize the health of others by presence on the job because of exposure to a communicable disease, or as determined by the health authorities having jurisdiction or by a health care provider.

e. Any activities relating to adoption of a child, including appointments with social worker, adoption agencies, travel, courts proceeding etc.

4-4. Advancement of Sick Leave Sick leave may be advanced to a permanent technician. A technician seriously injured or ill may draw on his/her anticipated future sick leave accruals if the disability surpasses their current accumulation and if there is a reasonable assurance that they will return to duty. A maximum of 240 hours sick leave may be advanced by the J1 under these circumstances.

a. All sick leave must be exhausted and annual leave that would otherwise be forfeited must be used first.

b. A medical certificate signed by a licensed medical physician certifying the incapacitation of the technician and the date the technician may be expected to return to work must be submitted.

Chapter 5

Family Medical Leave Act (FMLA)

5-1. Eligibility All employees are eligible to use leave under the provisions of the Family Medical Leave Act (FMLA) except intermittent employees and employees serving under a temporary appointment with a time limitation of one year or less. Further, the employee must have completed at least 12 months of civilian service with the Federal Government (not required to be 12 recent or consecutive months).

a. Granting Leave under FMLA. Employees shall be entitled to a total of 12 administrative work weeks of unpaid leave (LWOP) during any 12 month period for one or more of the following reasons:

(1) Birth of son or daughter and care of the newborn.

(2) Placement of son or daughter for adoption or foster care (within one year after placement).

(3) Care for spouse, child, or parent with a serious health condition.

(4) A serious health condition that renders the employee unable to perform the essential functions of their position. A serious health condition must require continuing treatment by, or under the supervision of a health care provider.

(5) Substitution of Paid Leave. An employee may elect to substitute paid time off for any or all of the period of leave under FMLA.

b. Any of the following types of paid time off may be substituted: accrued or accumulated annual or sick leave, leave donated to the employee under the voluntary leave transfer program, or compensatory time. The agency may not deny an employee's right to substitute paid time off for any or all of the periods of FMLA leave.

c. The agency may not require an employee to substitute paid time off for any or all of the period of FMLA.

5-2. Continued Employment after Extended FMLA The agency will assure continued employment for whom extended leave had been approved unless termination is otherwise required by expiration of appointment, by reduction-in-force, for cause, or for other reasons unrelated to the absence. The employee must be allowed to return to the position formerly occupied.

5-3. Family Defined

Family includes the following relatives of the technician:

a. Spouse, and parents thereof;

b. Children, including adopted and step-children, and spouses thereof;

c. Parents;

d. Brothers and sisters, and spouses thereof; and

e. Any individual related by blood or affinity whose close association with the technician is the equivalent of a family relationship.

Chapter 6

Military Leave

6-1. Definition Military leave is absence from duty in the employee's civilian position without loss of pay to perform military duty and provides an accrual of military leave on a fiscal year basis:

a. Conditions for Granting Military Leave. An eligible technician is granted any military leave that is available whenever ordered to active duty, active duty for training, or inactive duty. Annual leave, LWOP, or compensatory time off may not be granted for such military duty as long as the technician has military leave available.

b. Military Leave for Inactive Duty. Military leave may be used for performance of inactive duty. A technician can use military leave to perform AFTPs, RUTAs, SUTAs, etc.

c. Military Leave in Hourly Increments. Military leave is chargeable in increments of one hour. Hourly increments are only chargeable to scheduled work hours. 120 hours of military leave can be used for military duty during scheduled work hours.

6-2. Military Leave under 5 U.S.C. § 6323 (a) (120 hours)

a. Leave accrual. Permanent and indefinite technicians accrue (120 hours) of military leave for each fiscal year while on Leave Without Pay status from their full-time position, for military duty under Title 10 or Title 32.

b. Carry over. Technicians may carry over up to 120 hours of military leave into the next fiscal year.

c. Maximum use. No more than 240 hours of military leave may be used in any one fiscal year.

6-3. Military Leave under 5 USC § 6323 (b) 22 Days (176 hours)

a. Leave accrual. Permanent and indefinite technicians are entitled to 176 hours of leave per year for emergency duty as ordered by the President, the Secretary of Defense, or a State Governor. This leave is also provided for employees who perform full-time military service as a result of a call or order to active duty in support of a contingency operation as defined in section 101(a)(13) of title 10, United States Code. This active duty may be performed CONUS or OCONUS.

b. Charge to Leave. Technicians may elect to use annual, compensatory time or LWOP prior to using leave under 5 U.S.C. § 6323 (b).

c. Crediting Amounts of Pay Received. Pay for military service under the provisions of this subchapter may not be less than the pay due a technician as their regular civilian pay for the same period. Military pay and allowances received (other than travel, transportation, or per diem allowance) shall be credited against the technician's civilian pay and, if less than the civilian pay, the technician shall be paid the difference. If military pay exceeds civilian pay, no civilian pay will be made, nor is a refund of the excess required.

6-4. Military leave under 5 U.S.C. § 6323 (d) 44 Days (352 hours)
In addition to the military leave available above, military technicians are entitled to 352 hours of military leave in a calendar year when on active duty without pay for participation in operations outside the United States, its territories, and possessions. The active duty order must cite 10 U.S.C. § 12315, 12301(b), or 12301(d) to be eligible for this entitlement. Technicians must be in a Title 10 status and non-military pay status; however, the member will receive one military retirement point for each duty day served. While in this status, the technician continues to receive his or her technician pay and benefits. The 44 (352 hours) workdays are converted into hours and are charged on the same basis as annual leave. This military leave may only be used in a non-hostile area.

6-5. 5-Days Excused Absence for Returning Activated Military Employees Technicians activated for military service in connection with Operation Noble Eagle, Operation Enduring Freedom, Operation Iraqi Freedom, or any other military operations subsequently established under Executive order 13223, are entitled to 5 work days of excused absence without charge to leave. Upon receiving notification from the employee of his or her intent to return to civilian duty, an agency must grant the employee 5 days of excused absence immediately prior to the employee's actual resumption of his or her duties. Authority: President George Bush's and Office of Personnel Management November 14, 2004 memorandums. This leave is not converted to hours. Time keepers will code this leave as "LV".

Chapter 7

Funeral Honors Duty Status (32 USC 115)

7-1. Use of Military Technicians Military technicians may be used in a technician status to administer, plan, train, and prepare military funeral honor details for performance of funeral honors. Technicians may volunteer to perform military funeral honors but must be placed in an inactive duty training status, state active duty status or administrative leave status. Technicians on inactive duty training status or state active duty status must be placed in an appropriate leave status. The following leave status may apply: annual leave, compensatory leave, leave without pay or military leave.

7-2. Funeral Honors Duty Status while on Inactive Duty Training If on military duty status, the technician must be in an approved leave status.

7-3. Funeral Honors Duty Status While on Excused Absence Technicians may perform military funeral honors duty while in an excused absence status.

a. Excused absence for the purpose of military funeral honors may be granted to cover each period of travel to and from the burial site, and the performance of funeral honors. The number of instances of administrative leave granted for funeral honors duty will be determined by the TAG, or designated representative using applicable guidance.

b. Technicians on excused absence and in a funeral honors duty status may be reimbursed for travel and transportation incurred, if such duty is performed at a location 50 miles or more from the members residence.

c. Technicians may perform military funeral honors duty and collect the federal $50.00 stipend while in: annual leave, compensatory leave, or LWOP status. To receive the $50.00 stipend the technician must be in a funeral honors duty status for a period of at least 2 hours.

7-4. Funeral Honors Duty Status While on State Active Duty Technicians may be granted annual leave, compensatory leave, or LWOP, to perform military funeral honors duty while in a state active duty status, approval will be the Adjutant General or designated representative. Federal funds for stipends travel and transportation reimbursement will not be allowed.

Chapter 8

Full Time National Guard Duty for Special Work (FTNGDSW) – Military Personnel Authorization (MPA) Mandays

8-1. Authorized use Technicians may utilize FTNGDSW and MPA mandays, as authorized, in an appropriate leave status. Appropriate types of leave include annual leave, compensatory leave, LWOP, and military leave.

8-2. Excused absence may not be granted to technicians in a FTNGDSW or MPA status since the appropriate leave, while in either status, is military leave under 5 U.S.C. § Section 6323. Military leave is limited to 15 days (120 hours) a year.

Chapter 9

State Active Duty (SAD)

9-1. Election of leave Military technicians who are required to perform State Active Duty (SAD) may elect any of the following types of leave to cover their absence: annual leave, LWOP, compensatory time, or leave provided under 5 U.S.C. § 6323 (b). Leave may be used provided the technician is a permanent or indefinite employee. Leave is limited to 22 workdays in a calendar year, and may only be used when the technician is actually performing emergency duties, providing other assistance to civil authorities such as participating in rescue work, fire fighting, or performing duties in support of a contingency operation. SAD orders should so state.

a. Use of military leave, sick leave or excused absence to perform SAD is prohibited.

b. Dual compensation rules dictate that any technician who performs SAD be required to take a full day of leave for each day of such service, even if the SAD functions are performed after the normal technician working hours. The only exception to this requirement occurs when the technician first learns of the necessity to perform SAD during a workday. In this circumstance, the technician will be required to take leave only for the hours absent from work for the remainder of that day. The technician will be required to take a full day of leave for each subsequent day of SAD.

c. There is no charge of leave when SAD is performed on non-workdays or holidays.

Chapter 10

Voluntary Leave Transfer

10-1. Eligibility All technicians are eligible for Voluntary Leave Transfer (VLT) as recipients and donors except that an employee may not donate to their immediate supervisor.

a. Provisions. The VLT program permits Federal employees to donate annual leave for the use of other Federal employees in medical or family medical emergency situations.

b. Annual leave only may be donated.

c. In any one-leave year, a leave donor may donate no more than a total of one-half the amount of annual leave they are entitled to accrue during the leave year in which the donation is made.

d. Any transferred annual leave remaining to the credit of the leave recipient when the medical emergency terminates, shall be restored to the leave donor(s) to the extent administratively feasible.

10-2. Definitions

a. "Leave donor" means a technician whose voluntary written request of transfer of annual leave to the annual leave account of a leave recipient is approved by their employing office.

b. "Leave recipient" means a current technician for whom the employing office has approved an application to receive annual leave from the annual leave accounts of one or more leave donors.

c. "Employing office" means The Adjutant General of Wisconsin.

d. "Family member" means the following relatives of the technician.

(1) Spouse, and parents thereof;

(2) Children, including adopted children, and the spouses thereof;

(3) Parents;

(4) Brothers and sisters, and spouses thereof, and

(5) Any individual related by blood or affinity whose close association with the technician is the equivalent of a family relationship.

e. “Medical emergency" means a medical condition of a technician or a family member of such technician that is likely to require the technician's absence from duty for a prolonged period of time and result in a substantial loss of income to the technician because of the unavailability of paid leave. This would normally occur after all leave available to the employee (to include advanced annual or advanced sick leave) is exhausted.

10-3. Responsibility of J1 and Payroll Offices

a. The J1 Office will administer the Leave Transfer Program.

b. The Technician Payroll Office of the leave recipient and the leave donor will be responsible for the transfer of annual leave between the recipient and donor accounts and the maintenance of leave records.

10-4. Application to Become a Leave Recipient

a. A technician who has been affected by a medical emergency must make written application (Optional Form 630) to the J1 to become a leave recipient. If such a technician is not capable of making application on their or her own behalf, another technician may make written application on behalf of the recipient.

b. Each application shall be accomplished by the following information concerning each potential leave recipient:

(1) The name, position title, and grade and pay level.

(2) A brief description of the nature, severity, and anticipated duration of the medical emergency.

(3) May require documentation from the attending physician describing the nature and anticipated duration of the medical problem, if unable to verify by other means.

10-5. Approval of Application

a. The J1 will review the technician's application to determine that:

(1) The technician has been affected by a "medical emergency" as defined in paragraph 10-2.e. of this regulation.

(2) The absence from duty is without available paid leave and is (or is expected to be) at least 24 hours.

b. If the application is approved, the J1 will notify the technician who made application within 10 workdays after the date the application was received, that

(1) The application has been approved; and

(2) Notice to other technicians that they may request the transfer of annual leave to the account of the leave recipient.

c. If the application is not approved, the J1 will notify the technician who made application within 10 workdays after the date the application was received, that

(1) The application has not been approved; and

(2) The reasons for its disapproval.

10-6. Transfer of Annual Leave by Leave Donor

a. Written Request. A technician (leave donor) may submit a voluntary written request (Optional Form 630A) to the J1 that a specified number of hours of his/her accrued annual leave be transferred from his/her annual leave account to the annual leave account of specified leave recipient.

b. Limitations:

(1) In any one leave year, a leave donor may donate no more than a total of one-half of the amount of annual leave he or she would be entitled to accrue during the leave year in which the donation is made.

(2) A leave donor who is projected to have annual leave that otherwise would be subject to forfeiture (use or lose) at the end of the leave year may donate the lesser of - one half of the amount of annual leave he or she should be entitled to accrue during the leave year, or the number of hours remaining in the leave year (as of the date of the transfer) for which the leave donor is scheduled to work and receive pay. Their requirement may be waived in unusual circumstances, but not in cases to avoid annual leave forfeitures

(3) A leave donor may not transfer leave to his/her immediate supervisor.

10-7. Use of Transferred Annual Leave by Leave Recipient

a. A leave recipient may use annual leave transferred to his/her annual leave account only for the purpose of the medical emergency for which the leave recipient was approved. However, any accrued annual leave (and sick leave, if applicable) shall be used before using any transferred annual leave.

b. While a technician is in a transferred leave status, annual and sick leave shall accrue at the same rate as if the technician were in a regular paid leave status, except that the maximum amount of annual leave or sick leave that may be accrued may not exceed 40 hours in each leave account. Any annual or sick leave accrued by a technician shall be transferred to the appropriate leave account of the technician and shall become available for use:

(1) As of the beginning of the first applicable pay period beginning on or after the date on which the technician's medical emergency terminates or;

(2) If the technician's medical emergency has not yet terminated, once the technician has exhausted all transferred leave made available to such technician under their part.

c. The approval and use of transferred annual leave shall be subject to all of the conditions and requirements imposed by Chapter 63 and Title 5 United States Code, Part 630 and CFR, and appropriate NGB-TPR's and WING SPR's on the approval and use of annual leave. Except transferred annual leave is not subject to forfeiture,

d. Transferred annual leave may not be:

(1) Transferred to another leave recipient;

(2) Included in a lump-sum payment; or

(3) Made available for credit upon reemployment by a Federal Agency.

10-8. Termination of Personal Emergency

a. The medical emergency affecting a leave recipient shall terminate:

(1) When the leave recipient's employment is terminated;

(2) At the end of the biweekly pay period in which the J1 determines that the leave recipient is no longer affected by a personal emergency; or

(3) At the end of the biweekly pay period in which the J1 receives notice that the Office of Personnel Management has approved an application for disability retirement for the leave recipient.

(4) The leave recipient's supervisor will continuously monitor the status of the medical emergency affecting the leave recipient to ensure that the leave recipient continues to be affected by a medical emergency.

10-9. Restoration of Transferred Annual Leave

a. Any transferred annual leave remaining to the credit of a leave recipient when the medical emergency terminates shall be restored, to the extent administratively feasible, by transfer to the annual leave accounts of the leave donor.

b. The amount of unused transferred annual leave to be restored to each leave donor shall be determined as follows:

(1) Divide the number of hours of unused transferred annual leave by the total number of hours of annual leave transferred to the leave recipient;

(2) Multiply the ratio obtained in (1) above by the number of hours of annual leave transferred by each leave donor eligible for restoration; and,

(3) Round the result obtained in (2) above to the nearest one hour.

(4) If the total number of eligible leave donors exceeds the total number of hours of annual leave to be restored, no unused transferred annual leave shall be restored.

c. Restored Leave Election:

(1) The leave donor may have the restored leave credited to the current leave year; or

(2) Have the restored leave credited to the first day of the next leave year to avoid forfeiture (use or lose).
(3) Donate such leave to another leave recipient.

10-10. Prohibition of Coercion
a. A technician may not directly or indirectly intimidate, threaten, or coerce, or attempt to intimidate, threaten, or coerce any other technician for the purpose of interfering with any right such technician may have with respect to donating, receiving, or using annual leave under this regulation
b. The terms "intimidate, threaten, or coerce" includes promising to confer or conferring any benefit such as an appointment or promotion, or compensation, or affecting or threatening to effect any reprisal (such as deprivation of appointment, promotion, or compensation).

10-11. Records and Reports
a. The J1 office shall maintain records and report pertinent information concerning the administration of the voluntary leave transfer program to NGB and OPM as required.
b. The technician pay office shall maintain the proper leave account records in accordance with this regulation and appropriate payroll procedures.

10-12. Transfer between Agencies A leave recipient's employing agency shall accept the transfer of annual leave (optional Form 630-B) from leave donors employed by other agencies when
a. A family member of a leave recipient is employed by another agency and requests the transfer of annual leave to the recipient.
b. In the judgment of the leave recipient's employing agency, the amount of annual leave donated by the technician's employing agency may not be sufficient to meet the needs of the leave recipient; or
c. In the judgment of the leave recipient's employing agency, acceptance of leave transferred from another agency would further the purpose of the voluntary leave transfer program.
All requests for transfer of leave between agencies will be administered by the J1.

Chapter 11

Compensatory Time

11-1. Earning Compensatory Time Compensatory time off is time off from regularly scheduled work in lieu of overtime pay. The amount of time off given is equal to the time spent outside the normal duty hours or irregularly scheduled work.
a. Compensatory time is accrued only in support of the activity/base/unit missions and should be requested in advance and must be approved by the supervisor. Compensatory time must be taken within 26 pay periods from the pay period in which it was earned. There are no provisions for the restoration of forfeited compensatory time.
b. Compensatory time should be taken before annual leave, except in those instances where forfeiture of annual leave will occur.

c. Work Performed on Holidays. A technician who works on a holiday falling outside their normal workdays may not earn compensatory time for all hours worked. Technicians performing work on holidays should receive premium pay.

d. An employee whose personal religious beliefs require the abstention from work during certain periods of time may elect to engage in overtime work for time lost for meeting religious requirements.

11-2. Disposition of Compensatory Time Technicians are not entitled to receive a lump sum payment for accumulated compensatory time upon separation, compensatory time is forfeited.

11-3. Compensatory Leave for Travel Compensatory time for travel is earned by an employee for time spent in a travel status away from the employee's official duty station when such time is not otherwise "compensable." Compensable refers to periods of time that are creditable as hours of work for the purpose of determining a specific pay entitlement. For example, certain travel time may be creditable as hours of work under overtime pay provisions. To be creditable under this provision, travel must be officially authorized. In other words, travel must be for work purposes and must be approved by an authorized agency official. For the purpose of compensatory time off for travel, time in a travel status includes:

a. Time spent traveling between the official duty station and a temporary duty station;

b. Time spent traveling between two temporary duty stations; and

c. The "usual waiting time" that precedes or interrupts such travel (e.g., waiting at an airport or train station prior to departure). The employing agency has the sole and exclusive discretion to determine what is creditable as "usual waiting time." An "extended" waiting period—i.e., an unusually long wait during which the employee is free to rest, sleep, or otherwise use the time for his or her own purposes—is not considered time in a travel status.

If an employee elects to drive to a training course in lieu of the government providing the airfare, the comp leave earned would only equal the normal constructive time spent for a flight to the destination.

Chapter 12

Administrative Leave (also known as Excused Absence)

12-1. General The authority to grant Administrative Leave to technicians is within the discretion of the Adjutants General or designated representative. This authority may not be used in situations of extensive duration or for periods of interrupted or suspended operations such as ordinarily would be covered by the scheduling of leave, furlough, or the assignment of other work. In addition, should adverse weather conditions or other emergency situations arise which will prevent employees from performing normal duties or jeopardizes their safety, the Adjutant General may close the organization and require employees to either leave or not report to work. Such closing will be publicly announced.

12-2. Agency Determinations

a. Special events. Technicians may be excused for short periods to participate in civil activities the Federal government is interested in encouraging. Before granting administrative leave, it should be determined that such participation is in the best interest of the Federal government (including the National Guard). These periods will normally be limited to no more than a combined total of 3 workdays during a calendar year. Official community activities may include but are not limited to inaugurals, dedication of public buildings and projects, ceremonies for officially invited governmental visitors and the convening of legislative bodies.

b. Conferences and Conventions. A technician may be excused to attend a conference or convention when it is determined that attendance will serve the best interest of the Federal service. Administrative Leave may be granted to official delegates to attend National Guard Association Conferences.

c. Representing Labor Organizations. Refer to the appropriate Labor-Management Contract Agreement

d. Absences for Permanent Change of Station (PCS) Purposes. An employee may be excused for reasonable time to make personal arrangements and transfer personal business directly related to a PCS which is in the interest of the US Government, provided such business or arrangements cannot be transacted outside the employee's regular working hours.

e. Blood Donation. When mission requirements allow, the supervisor will normally grant an excused absence not to exceed three (3) hours for whole blood, four (4) hours for double red blood cells and six (6) hours for platelets. These time frames will ensure for the transportation of the donor to a blood center of his/her choice and the appropriate amount of time for recuperation after the donation.

f. Registration and Voting. Technicians may be excused for a reasonable time to vote or register in federal, state, county, or municipal elections.

g. Tardiness and Brief Absences. Tardiness and brief absences of less than 1 hour may be excused when reasons are justified.

h. Physical Fitness. Excused absence may be granted for short periods for participating in the agency physical fitness program. No more than three hours per week of official time may be used for this purpose. Physical fitness time is covered in TAG Policy Memorandum 23. Technicians taking the **Army/Air Physical Fitness Test** during their normal duty hours must be in an appropriate leave status. Annual leave, LWOP, comp leave or military leave (if the employee is on military orders).

i. Bone marrow or organ donor. A technician is entitled to 7 days paid leave each calendar year to serve as a bone marrow or organ donor. When used, their entitlement needs to be recorded in the time and attendance systems the same way other types of excused absences (e.g., blood donation) are recorded.

j. Technicians may be utilized to administer, plan, train and prepare military funeral honors details for performance of funeral honors. Use of administrative leave is not authorized while the technician is in any military status.

k. Technicians called to emergency duty (search/rescue work) as members of Civil Air Patrol may be granted excused absence for short periods of time.

l. Federal Employment. Workload permitting and at supervisory discretion; technicians may be excused for a total of no more than 24 hours a year for job interviewing within the Wisconsin National Guard.

m. Personnel Preparation for Deployment. Mission requirements permitting and with the mutual convenience of the supervisor and employee, Technicians may be granted administrative leave in the following increments: ½ day administrative leave for deployments of greater than 15 days, and an additional ½ day for each 15 days beyond that, not to exceed a total of 3 days.

12-3. Time Off Awards A Time Off Award is an excused absence granted to technicians without charge to leave or loss of pay for recognition purposes. Excused absences may not be used to perform military duty; therefore technicians may not use Time Off Awards to perform military duty of any variety (federal or state).

12-4. Inclement Weather Policy/Emergency Closure
Administrative leave is authorized when Federal technicians are excused from work due to closure of the facility. Reference TAG Policy Memorandum 13 and HRR 610-1

Chapter 13

Court Leave

13-1. Definition Court leave is the authorized absence without charge to leave or loss of pay of a technician from work status for jury duty, or as a witness in a non-official capacity on behalf of a private party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or Local government is a party.

13-2. Eligibility Court leave for jury duty is granted to permanent, indefinite and temporary technicians both full-time and part-time except for those technicians on a substitute, when actually employed, or intermittent basis.

13-3. Use Of Annual Leave If a technician is on annual leave when called for jury service, court leave should be substituted. However, a technician may elect to use annual leave or compensatory time off instead of court leave for absences for which court leave would otherwise be authorized. The technician may not, however, retain such fees received for such service. In order to retain such fees, the technician would have to be in a non-pay status.

13-4. Pay Status Requirements A technician on leave without pay (LWOP) may not be granted court leave when called to jury duty since court leave is available only to technicians who, except for jury duty, would be on duty or leave with pay.

13-5. Duration of Jury Duty A technician called for jury duty shall return to work or be charged other appropriate leave for that part of the day not required for jury duty, plus necessary travel time to return to work.

13-6. Jury Fees 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. The technician may keep any fees earned on non-work days. Should a technician fail to forward fees received when required to the payroll office, payroll deductions

will be made for the amounts involved from compensation due him. The payroll office will apply these fees against the amount that would otherwise be due the technician for the period of their absence on jury duty. The technician can keep any excess of the jury fees over the amount of compensation due him. This does not pertain to moneys received which are designated as expenses rather than jury fees. NOTE: The Comptroller General has ruled that technicians who perform Jury Service in Federal or State Courts may be paid a Jury Service Fee, or allowed to retain part of the fee from a State Court, for those hours that do not overlap their technician work hours. Fractional hours shall be rounded off, one-half or more being considered one hour. (G-70371 & B-1 19969, both Vol 55) page 1265.

13-7. Procedures 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 (and hours if possible) of attendance in court.

13-8. Witnesses - Judicial Proceedings The term "judicial proceedings" includes any action, suit, or other proceeding of a judicial nature (including any condemnation, preliminary, information or other such proceedings) but does not include an administrative proceeding. The word "summon" does not intend that a subpoena be required but that the summons be an official request, invitation, or call, evidenced by an official writing from the court or authority responsible for the conduct of the proceeding, thus excluding strictly voluntary appearances from court leave coverage.

13-9. Witnesses In Official Capacity When a technician is summoned or assigned by their agency to testify in their official capacity or to produce official records at a judicial proceeding, he is in an official duty status, as distinguished from a leave status and entitled to their regular pay and appropriate travel related expenses.

13-10. Witnesses in Non-Official Capacity When a technician is summoned as a witness in a judicial proceeding to testify in a non-official capacity on behalf of a state or local government, he is entitled to court leave during the time he is absent as a witness. When a technician is summoned or assigned by their agency to testify in a non-official capacity on behalf of the United States Government or the government of the District of Columbia, he is in an official duty status as distinguished from a leave status and entitled to their regular pay. If the witness service is in a non-official capacity on behalf of a private party, the technician’s absence must be charged to annual leave, compensatory leave if available, or leave without pay, and he may accept fees and expenses incidental thereto.

13-11. Travel Expenses A technician is entitled to travel expenses in connection with any judicial or agency proceedings to which he has been summoned (and is authorized by their agency to respond to such summons), or is assigned by their agency (1) to testify or produce official records on behalf of the United States, or (2) to testify in their official capacity or produce official records on behalf of a party other than the United States.

Chapter 14

Absence Without Leave (AWOL)

14-1. Charging Absence Without Leave

a. Absence without leave (AWOL) is defined as an absence from duty (i.e., tardiness or leaving work area) which has not been authorized or approved by the proper official in accordance with this regulation. Accordingly, pay is denied for the entire period of absence.

b. After determining the absence is excusable, a charge of AWOL may be changed. The absence may be charged to any appropriate leave status. The supervisor must determine whether or not the circumstances warrant a change to approved leave.

c. Incidents of unauthorized absence may require disciplinary action in accordance with TPR 752.

d. The minimum charge of AWOL is one half hour and additional charges of AWOL will be in multiples of one hour.

Chapter 15

Holidays

15-1. Holiday Schedule All technicians are entitled to receive basic pay for holidays. All technicians who are required to work on holidays are entitled to holiday premium pay.

a. Federal Holidays:

New Year's Day – First day of January.
Martin Luther King Day – Third Monday in January.
President's Day – Third Monday in February.
Memorial Day – Last Monday in May.
Independence Day – Fourth Day of July.
Labor Day – First Monday of September.
Columbus Day – Second Monday of October.
Veterans Day – Eleventh Day of November.
Thanksgiving Day – Fourth Thursday of November.
Christmas Day – Twenty-fifth Day of December.
Any other day designated as a holiday by Federal Statute or Executive Order.

b. When a holiday falls on the employee's first non-workday (i.e. Saturday), the preceding workday is designated as the "in lieu of" holiday. When the holiday falls on the second non-workday (i.e. Sunday) or third (i.e. Monday) non-workday, the next workday is designated as the "in lieu of" holiday:

(1) Technicians receive their regular straight-time pay for holidays they are not required to work. When the activity is closed on a Friday or Monday because of a holiday falling on a Saturday or Sunday, such closed days are not considered holidays in determining holiday benefits for part-time technicians, but these technicians may be excused without charge to leave for such days.

(2) If a technician works on a holiday that falls on a regular workday, or a holiday that falls on a day designated as "in lieu of holiday", they are paid at twice the regular rate for not more than

the number of hours in their regularly scheduled tour of duty. If the technician is required to work more than the number of hours in their regularly scheduled tour of duty, that employee is authorized compensatory time for all additional hours worked above the regularly scheduled tour of duty.

c. Technicians who are normally eligible for basic pay for a holiday when no work is required will not be paid based on the following:

(1) The technician fails to report for duty after being directly notified that his or her services would be required on the holiday and an acceptable reason is not provided for the absence.

(2) The holiday falls within a period of non-payment status. A holiday that falls on the first or last day of an authorized period of LWOP is within the non-pay period, therefore, payment is not authorized. If the date of the holiday is not included in the period of non-pay status, payment for the holiday is authorized.

(3) Technician was AWOL on the regularly scheduled workday immediately preceding the holiday.

(4) Travel performed within the regularly scheduled duty hours on a holiday or a day designated "in lieu of " holiday is not earned compensatory time. Required travel within regularly scheduled duty hours on a holiday will be compensated by premium pay.

Chapter 16

Enforced Leave

16-1. All employees are subject to the provisions of enforced leave. Management has the right to require a technician to leave the worksite when:

a. The technician is not ready, willing, and able to perform assigned duties.

b. The technician's continued presence is highly undesirable because the employee presents an immediate threat to himself, others, or government property.

c. The technician must never be instructed to leave the worksite **if their ability to drive is questionable**. In that case, the supervisor must arrange for a family member or a co-worker to provide transportation for the technician.

16-2. Termination of Enforced Leave. Enforced leave must be terminated as soon as management determines the technician is ready, willing, and able to perform assigned duties, or the immediate emergency is resolved.

APPENDIX A

References

Section I

Public Law 93-181, 14 December 1973
Executive Order 11478, April 20, 1967 Equal Employment Opportunity in the Federal Government
Title 5, United States Code, Chapter 63 – Absence and Leave
Title 32, United States Code, Section 709, Technicians: Employment, Use, Status

A codification of the National Guard Technicians Act, Public Law 90-486 of 1968.
Title 5, Code of Federal Regulations, Part 630
AR 690-990-2 Hours of Duty, Pay, and Leave, Annotated
TPR 630 Absence and leave
Wisconsin National Guard Labor and Management Agreements
Office of Personnel Management

Glossary

Section I

Abbreviations
ANG Air National Guard
ARNG Army National Guard
ADT Active Duty for Training
AT Annual Training
CFR The Code of Federal Regulations
EEO Equal employment opportunity
EO Executive Order
FY Fiscal year
IDT Inactive Duty Training
LEL Law Enforcement Leave
LWOP Leave Without Pay
MOS Military Occupational Specialty
MPA Military Personnel Authorization
OPM Office of Personnel Management
PCS Permanent Change of Station
SAD State Active Duty
TPR Technician Personnel Regulation
VLT Voluntary Leave Transfer

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TPR 430
National Guard Technician
Performance Appraisal Program

"Five Rating Level Evaluation Method"

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Overview

- Performance Appraisal Program – The "Five Rating Level Evaluation Method"
- Performance Appraisal Process
- What Changes
- What Does Not Change
- Responsibilities – Employee, Supervisor, Managers
- Required Work Force Training
- Writing Effective Critical Elements

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TPR 430, Performance Management

- Prescribes a Five Rating Level Evaluation Method
- Clarifies the procedures, and requirements for documentation of the Performance Appraisal system
- *Prescribes the use of the NGB Form 430, Performance Appraisal, to be used with MyBiz & MyWorkplace

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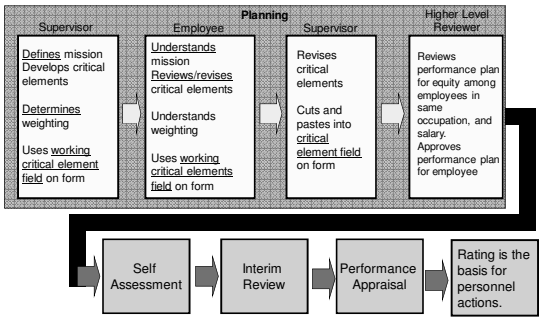
Performance Appraisal Process



Employee's Responsibilities

Employees are encouraged to:

- Participate in the development of critical elements
- Identify and record their accomplishments
- Participate in interim reviews and the end-of-year assessments, including the self-assessment
- Understand the link between their performance expectations, conduct, and organization mission and goals

Rater's Responsibilities

- Ensure employees attend performance management training
- Develop critical elements aligned to mission goals and objectives
- Communicate performance expectations to employees and hold them accountable for achieving them
- Provide employee feedback—at least one interim review
- Foster and reward excellent performance
- Address poor performance
- Make meaningful performance distinctions among employees

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Higher Level Reviewer Responsibilities

- Be involved in the performance management process throughout the rating period
- Ensure organizational goals are communicated to subordinate supervisors and employees
- Ensure equitable and consistent application of, and compliance with, performance management requirements by all subordinate raters

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Required Workforce Training

- **Writing Effective Self Assessments**
  - What is a Self Assessment?
  - Writing the Self Assessment in the STAR Format
  - Characteristics of Significant Accomplishments
  - Helpful Hints - Things to Do
  - Helpful Hints - Things Not to Do

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Required Workforce Training

- **Writing Effective Critical Elements**
  - Performance Appraisal Process
  - Role of the Employee/Supervisor
  - Critical Elements: Written in either the SMART or MARST Formats
  - Write a Critical Element for an Employee

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Writing Effective Critical Elements using the SMART format

Requirements for Critical Elements

- Critical elements must be linked to the mission
- Minimum of 2 critical elements; key responsibilities must be captured as critical elements to define performance expectations
- Mandatory Supervisory Critical Element
- Critical elements must be in either the SMART or MARST format
- Critical elements may be weighted

Develop Critical Elements for an Employee Using the SMART Format

- **SMART** is a framework for developing (and evaluating) Critical Elements

  Specific
  Measurable
  Aligned
  Realistic/Relevant
  Timed

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Critical Elements Are Specific

- Define an observable action or achievement
- Link to a level of performance, frequency, percentage, or other number
- Are specific regarding the description of the result (not the activities to achieve that result)

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Example: "Specific" Critical Element

Provides accurate and timely advice and guidance on an "as needed basis" to headquarters staff and managerial accountants in the field – resolving normal issues/inquiries in 5 – 7 business days, *for more complex situations an initial response should be given* in 5 – 7 business days and updated until resolved. *Provides responses to questions and inquiries covering a variety of policies and directives that require the* correct application of accounting principals, theories, concepts and practices *to financial processes to produce* accurate results and meet legal requirements.

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Critical Elements are "Measurable"

- Provide a method to allow tracking, recording, and validation of quality of a specific behavior, action, or outcome
- Define:
  - Quantity (how many)
  - Time (how long)
  - Quality (how good)
  - Resources (how much)

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Example: "Measurable" Critical Element

- Provides *accurate and timely advice* and guidance on an "as needed basis" to headquarters staff and managerial accountants in the field – resolving normal issues/inquiries *in 5 – 7 business days,* for more complex situations an initial response should be given *in 5 – 7 business days and updated until resolved.* Provides responses to questions and inquiries covering a variety of policies and directives that require the *correct application of accounting principals, theories, concepts and practices* to financial processes to produce *accurate results and meet legal requirements.*

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Critical Elements Are Aligned

- Line of sight is drawn between the employee's work, unit's goal, and the organization's mission
- Critical Elements ensure all are working toward shared goals
- All critical elements in the organization pull in the same direction
- Managers/supervisors need understanding of their own goals, objectives and critical elements before they can work with their employees to establish theirs

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Aligned Critical Element

NGB Financial Management Mission Statement

ARNG/G8 or ANG/FM Mission

(State NG) G8 or FM Vision/Mission

Relevant Team Mission Alignment

Provides accurate and timely advice and guidance on an "as needed basis" to headquarter staff and managerial accountants in the field – resolving normal issues/inquiries in less than 7 business days, for more complex situations an initial response should be given within 7 business days and updated until resolved. Provides responses to questions and inquiries covering a variety of policies and directives that require the correct application of accounting principals, theories, concepts and practices to financial processes to produce accurate results and meet legal requirements.

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Critical Elements Are Realistic/Relevant

- Realistic: Goals and objectives achievable with the resources and personnel available, and within the available time
- Relevant: Goals and objectives are important to the employee & organization
- Responsibility must be appropriate to employee's grade

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Realistic/Relevant Examples

- **GS07** – Under limited supervision provides accurate and timely advice and guidance on an "as needed basis" to headquarters staff and managerial accountants in the field – resolving normal issues/inquiries in 5 – 7 business days. Prepares responses for supervisor's review, to questions and inquiries covering a variety of policies and directives that require the correct application of accounting principals, theories, concepts and practices to financial processes to produce accurate results and meet legal requirements.
- **GS11** – Provides accurate and timely advice and guidance on an "as needed basis" to headquarters staff and managerial accountants in the field – resolving normal issues/inquiries in 5 – 7 business days, for more complex situations an initial response should be given in 5 – 7 business days and updated until resolved. Independently prepares responses to questions and inquiries covering a variety of policies and directives that require the correct application of accounting principals, theories, concepts and practices to financial processes to produce accurate results and meet legal requirements.

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Critical Elements Are Timed

- Established start and/or end dates are defined
- Specific dates (e.g., March 15) are preferred over relative descriptions of time (e.g., 6 months)
- Milestones can be included

Examples:

- Specific Time – by December 10
- Relative to another event – 6 months after…
- Recurring – quarterly, bi-weekly

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Timed Example

- Provides accurate and timely advice and guidance on an "*as needed basis*" to headquarters staff and managerial accountants in the field – resolving normal issues/inquiries in 5 – 7 business days, for more complex situations an initial response should be given in 5 – 7 business days and updated until resolved. Provides responses to questions and inquiries covering a variety of policies and directives that require the correct application of accounting principals, theories, concepts and practices to financial processes to produce accurate results and meet legal requirements.

Example - SMART Critical Elements

- Complete the installation of 150 new computers in the JFHQ, by the second week of September.
- Provide a monthly progress report, with information on completed work and anticipated obstacles, in the last week of each month.
- Ensure that the DA Form 2062 issuing the new computer to the PC user is signed by the user and forwarded to the Property Book Officer in 2-3 workdays of signature.

Weighting Critical Elements

- Each critical element may be weighted to indicate importance and effort
- Weighting is entered as a percentage in increments of 5%
- At the end of the performance cycle, the percentages are multiplied to the individual objectives' rating to produce the overall performance rating
- If values aren't entered, all critical elements are weighted equally

- Critical Element 1 — 35%
- Critical Element 2 — 20%
- Critical Element 3 — 15%
- Critical Element 4 — 15%
- Critical Element 5 — 15%

Total Weighting = 100%

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Weighted Critical Elements

	Employee 1 rating for each CE		Employee 2 rating for each CE	Weight	Employee 2 Rating after weighted.
Ex1	Rating		Rating	Weight	Adj. Rating
1	3		3	10.00%	0.30
2	3		3	25.00%	0.75
3	3		3	65.00%	1.95
	3.00			100.00%	3.00
Ex2	Rating		Rating	Weight	Adj. Rating
1	4		4	10%	0.40
2	2		2	25%	0.50
3	5		5	65%	3.25
	3.67			100%	4.15
Ex3	Rating		Rating	Weight	Adj. Rating
1	4		4	10%	0.40
2	4		4	25%	1.00
3	2		2	65%	1.30
	3.33			100%	2.70
Ex4	Rating		Rating	Weight	Adj. Rating
1	3		3	10%	0.30
2	3		3	25%	0.75
3	2		2	65%	1.30
	→ 2.67			100%	2.35 ←

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Consider These Questions When Reviewing the Performance Plan

- Are the critical elements vague?
- Can the critical elements be measured or verified?
- Are the critical elements too complex or unnecessarily long?
- Does each critical element have a timeline?
- Do the critical elements emphasize appropriate aspects of the work?
- Are there too many or too few critical elements?

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Questions

Contact Employee Relations/Benefits for assistance with policy governing the performance management system at 608-242-3712/3705 or DSN 724-3712/3705

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Extra Sample Critical Elements

Sample Critical Element

- **Quantifiable Results** – Complete the installation of 150 new computers in the USPFO, VA, by the second week of September. Provide monthly progress report, with information on completed work and anticipated obstacles, in the last week of each month. Ensure that the Hand Receipt form issuing the new computer to the PC user is signed by the user and forwarded to the Property Book Officer in 2-3 workdays of signature.

Sample Critical Element

- **Special Projects** - Accomplish assigned projects in accordance with established project objectives, achieve expected results, and meet stated milestones/timelines. Results must be technically sound (e.g., in compliance with applicable legal and regulatory provisions), accurate (e.g., validated data, cited references), and in accordance with applicable policies, procedures, and guidelines (e.g., appropriately staffed, legal review).

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Sample Critical Element

- **Administrative Work** - Complete office correspondence in compliance with formats contained in the ARNG/ANG correspondence regulations and applicable local formats (e.g., routing slip summaries), within specific timeline established by supervisor or senior staff in the office. Completed work must contain correct spelling and grammar using software spell and grammar check as basic standard.

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Sample Critical Element

- **Policy Development** (normally assigned at headquarters level) - Complete policy guidance and instructions on specific subjects in accordance with prescribed guidance objective, milestones and timeline. Work product must be staffed (appropriately staffed with stakeholders), technically sound (e.g., in compliance with applicable legal and regulatory provisions), well researched (e.g., applicable references from authoritative sources), accurate (e.g., validated data, cited references), thorough (e.g., considered all applicable scenarios), offering clarity to the subject (e.g., provide clear discussion on subject), and in alignment with applicable (e.g., legislative and regulatory) authorities.

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Sample ERS Critical Element - Processing Personnel Actions

- Effectively process personnel actions in accordance with the Guide to Processing Personnel Actions, and local personnel systems checklists. Work products may include (Name Changes, Within Grade Increases, Pay Adjustments, and Accessions). Work is reviewed to ensure products are well researched, technically sound, thorough, properly staffed, clear, aligned with legislative and regulatory authorities, timeliness, and impact on achieving organizational goals.

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Sample ERS Critical Element - Training

- Effectively accomplish assigned special projects in accordance with established project objectives, achieve expected results, and meet stated milestones/timeliness. Projects include planning, organizing, executing ERS Functional Training conferences. Projects are reviewed for accuracy, compliance with applicable legal, regulatory, and policy guidelines, timeliness, and results achieved.

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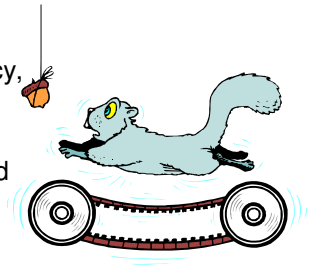
Incentives

National Guard
Technician Personnel Management Course

INCENTIVES - PURPOSES

- Motivate
- Increase efficiency, productivity & creativity
- Recognize/reward performance & contributions



2

MONETARY AWARDS

Quality Step Increase (QSI):

- Accomplished on NGB Form 32 and electronic SF 52
- General Schedule (GS) only
- Must have rating of “5” (Outstanding) on current appraisal
- Expect performance to continue

3

MONETARY AWARDS

Sustained Superior Performance (SSP):

- Accomplished through NGB Form 32 and electronic SF 52
- Exceeds position's requirements
- GS or FWS eligible
- Not to exceed $500 (limit 2 per FY)
- Taxable income

4

MONETARY AWARDS

Special Act or Service Award:

- Accomplished through NGB Form 32 or local form
- Awarded for heroism
- Awarded for one-time act or service
- Awarded for Scientific achievement

5

MONETARY AWARDS

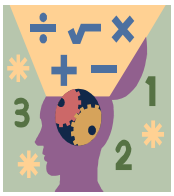
On-The-Spot Award:

- Accomplished through NGB Form 32 or local form
- Each award is set by local policy
- In addition to QSI, SSP or other Special Act Award
- Awarded for significant acts related to quality job performance
- Acts of short duration & clearly identified

6

Suggestion Program

Suggestion Awards:



- AIP – Army Idea Program (Submit on-line)
- USAF Idea Program

7

MONETARY AWARDS

Inventions:

- $100 in addition to any award under Suggestion or Special Achievement
- $300 upon award of patent categories
- Can be thousands of $$$$ when tangible

8

NON-MONETARY AWARDS

Time-Off Award:

- Accomplished through NGB 32 and electronic SF 52
- Established June 1992 for special act or service
- Up to 40 hrs per contribution; no more than 80 hrs in 1 leave year
- Up to 2 days can be awarded by 1st and 2nd level supervisor

9

NON-MONETARY AWARD

Length of Service Award:

- Awarded to NGB Technicians and other Government employees for distinguished service
- Eligible after 10 years of service
- Awarded in 5-year increments

10

NON-MONETARY AWARDS

Honorary Awards:

- Presidents Award for Distinguished Federal Civilian Service
- Department of Defense Distinguished Service Award
- Decoration for Exceptional Civilian Service
- Meritorious Civilian Service Award
- Presidential Recognition Program
- Certificates of Achievement
- Letters of Appreciation or Commendation

11

PAYMENT OF AWARDS

- Monetary awards will be paid from State Federal Funds
- Paid as early as possible after approval
- Responsibility remains with organization
- Taxable Income

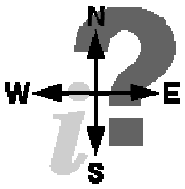
12

SUPERVISORY RESPONSIBILITIES

- Match type of recognition to situation
- Ensure timely, appropriate presentation
- Exercise care in considering recognition

13

Questions



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INCENTIVES MODULE

Exercise #1: Employee Motivation Survey Q & A Exercise

Instructions for Participants:

1. You will be asked to read these instructions and then respond to the question,

"What do you think were the top 3 responses in a HR survey, when employees were asked what motivates them at work?"

You will be asked to call out your response while the instructor jots everyone's ideas down.

2. When the list is full, the instructor will ask you another question, and then provide you with the top 3 survey answers, which you can fill in below:

TOP 3 EMPLOYEE MOTIVATORS
(Based on a Human Resources Survey)

1. _____

2. _____

3. _____

INCENTIVES MODULE

Exercise #2: Incentives Self-Evaluation & Case Study

Instructions for Participants:
The first nine (9) statements below are either True or False. The tenth item is a mini-case study about Gail, one of our bio employees (Module 6) followed by some related questions. Complete the self-evaluation/case study in about 10 minutes, and prepare to discuss your determinations and take any appropriate actions related to the case. Please respond without looking up the answers, so you can evaluate what you've learned in this module.

TRUE/FALSE QUESTIONS	ANSWERS
1. A Special Act or Service Award can be awarded for a scientific achievement.	
2. A Quality Step Increase can only be given to GS employees.	
3. The Army Idea Program is accomplished through NGB Form 6.	
4. Time Off Awards can be for up to 40 hours for a single award.	
5. A general rule that applies to giving awards is that an employee should not receive any monetary award two years in a row.	
6. The value of Special Act or Service Awards depends on the individual's yearly salary.	
7. A letter of commendation is a form of recognition and award.	
8. A monetary award for an invention can be given in addition to any award presented under the Suggestion or Special Achievement categories.	
9. "Money" ranked second in responses to a Human Resources survey about what motivates employees at work.	
10. CASE SCENARIO: At 1500 last Friday, you received a call from your boss saying the Chief of Staff (CS) needed a project completed and on his desk at 0730 Monday morning. You asked Gail, the unit Admin Clerk, if she would stay to help you with the project, and she agreed. So, you both came in on Saturday and Sunday - finishing the project just in time to meet the CS deadline. Your boss appreciated your efforts greatly and thanked you early Monday. What do you do for Gail? Does she deserve some type of recognition? If not, why? If so, what type, and do you post her NGB Form 904-1? (*Group Discussion*)	**NOTES**

PERFORMANCE / MOTIVATION / INCENTIVES CONCEPTS FOR SUPERVISORS

1. **Recognize that supervisors have a greater impact on people than they realize.**
2. **Everyone wants to be a winner. Give people the opportunity to be winners instead of losers.**
3. **Recognize people for performance. Be sure the performance occurs first, rather than trying to get people to like you.**
4. **Give people the score. Whatever measures you use, let people know where they stand without criticism or judgment.**
5. **Use visuals (score boards; charts) to reinforce performance.**
6. **Give more observations than just appraisals or evaluations. Get out and tell people what you see that is <u>right.</u>**
7. **Focus on positive observations. Remember it takes about four positives to offset one negative.**
8. **Look for one thing people are doing right. (If you aren't looking for it, you won't see it, will you?)**
9. **Plan your rewards, vary them, and make them unexpected when you can.**
10. **Money spent does not equal value received. A sincere thank you can get an employee to feel better and work smarter.**

RECOMMENDATION FOR INCENTIVE AWARD OR QUALITY SALARY INCREASE

The proponent agency is NGB-HR. The prescribing directive is TPR 451.

SECTION I - TO BE COMPLETED BY OPERATING OFFICE

1. EMPLOYEE NAME: (Last, First, Mi)		DATE:
2. EMPLOYEE ADDRESS:		
3. PRESENT POSITION TITLE:	GRADE & STEP:	SALARY:
4. TYPE OF RECOGNITION RECOMMENDED:		

5. BASIS FOR RECOMMENDATION: *(See reverse side for 'Evidence of Superior or Outstanding Achievement')*

☐ SUPERIOR PERFORMANCE PERIOD:

☐ SPECIAL ACT OR SERVICE DATE OF ACT OR DATE CONTRIBUTION PUT INTO USE:

6. POSITION TITLE, GRADE & SALARY DURING PERIOD OF RECOMMENDATION: *(If different than Item 3.)*

7. COMMAND, INSTALLATION AND LOCATION:	8. ORGANIZATION:

9. TITLE & SIGNATURE OF IMMEDIATE SUPERVISOR:

10. TITLE & SIGNATURE OF APPROVING OPERATING OFFICIAL:

SECTION II - TO BE COMPLETED BY TECHNICIAN PERSONNEL OFFICE

11. TYPE AND DATE OF INCENTIVE AWARD(S) OR DATE OF QUALITY INCREASE(S) PREVIOUSLY GRANTED: *(Except Length of Service)*

SECTION III - TO BE COMPLETED BY LOCAL AWARDS COMMITTEE

12. RECOMMEND APPROVAL OF FOLLOWING AWARDS:

☐ CASH	TOTAL AMOUNT:	INITIAL AMOUNT:	ADDITIONAL AMOUNT:
☐ INTANGIBLE BENEFITS			
☐ TANGIBLE SAVINGS	ESTIMATED FIRST YEAR SAVINGS:		
☐ OTHER:			
☐ DISAPPROVED [1]	TITLE:	SIGNATURE & DATE:	

SECTION IV - TO BE COMPLETED BY APPROPRIATE APPROVING AUTHORITY

APPROVING AUTHORITY AND ACTION	ADDITIONAL CASH AWARD		SIGNATURE & TITLE	DATE
LOCAL COMMANDER: ☐ APPROVED ☐ DISAPPROVED [1]	APPROVED	RECOMMEND		
STATE AWARDS COMMITTEE: ☐ APPROVED ☐ DISAPPROVED [1]	APPROVED	RECOMMEND		
ADJUTANT GENERAL: ☐ APPROVED ☐ DISAPPROVED [1]	APPROVED	RECOMMEND		
NGB INCENTIVE AWARDS BOARD: ☐ APPROVED ☐ DISAPPROVED [1]	APPROVED	RECOMMEND		

NOTICE TO EMPLOYEE: UPON ACCEPTANCE OF CASH AWARDS, THE USE OF THIS CONTRIBUTION BY THE UNITED STATES SHALL NOT FORM THE BASIS OF A FURTHER CLAIM OF ANY NATURE UPON THE UNITED STATES BY YOU, YOUR HEIRS, OR ASSIGNS.

EVIDENCE OF SUPERIOR OR OUTSTANDING ACHIEVEMENT

1. Attach statement of major duties performed and one copy of Position Description for position on which recommendation is based.

2. Attach detailed and specific statements of fact to the recommendation. This must be a factual presentation of the nature and merit of employee's actual performance and an indication of how it exceeds normal performance requirements of the employee's position. Indicate benefits resulting from the performance and the significance of special act or service rendered. Where achievement resulted in tangible benefits in operations, give detailed computation and analysis of such benefits.

3. If tangible benefits were not applicable, give the type of relative importance of intangible benefits. Explain also, significance of accomplishment to the command.

4. Attach a draft of the proposed citation, written in the third person, and not exceeding 70 words if an honorary award is recommended. Use 8 X 10 1/2 inch sheets of paper.

REMARKS

DEPARTMENT OF MILITARY AFFAIRS Human Resources/J1 Regulation No. 451-2
Joint Force Headquarters
Madison, Wisconsin 53708-8111
1 August 2004

NATIONAL GUARD AWARDS PROGRAM

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APPENDIX A-1
Sample NGB Form 32, Quality Step Increase

APPENDIX B-1
Sample NGB Form 32, Time Off Award

APPENDIX C-1
Sample NGB Form 32, TAG Quality Award

APPENDIX D-1
Sample NGB Form 32, Immediate Recognition Award

This regulation supersedes WING HRR 451-2 01 June 1994.

Section I
General

1-1. PURPOSE
This regulation has been developed to provide information concerning the administration of the Wisconsin National Guard Awards Program. It pertains to Incentive Awards including: Quality Step Increases (QSIs), Immediate Recognition Awards (IRAs), TAG Quality Awards (TQAs), Time Off Awards (TOAs), and Suggestions and Inventions. Awards are designed to recognize and reward superior performance of a continuing nature, singularly outstanding accomplishments and exceptional team achievements.

1-2. REFERENCES
a. National Guard Bureau (NGB) Technician Personnel Regulation (TPR) 451
b. WIARNG Regulation 5-1. The WIARNG Quality Program.

1-3. DEFINITIONS
Terms used in this regulation are defined as follows:
a. Quality Step Increases. When a technician receives a With-in Grade Increase (WIGI) other than a normal With-in Grade Increase period, limited to General Schedule (GS) Employees.
b. Time Off Awards. This recognizes special acts/services or other personal effort that contributes to the quality, efficiency, or economy of government operations.
c. TAG Quality Awards. This award recognizes exemplary work by a team which reflects such total quality management principles as continuous improvement and employee empowerment.
d. Immediate Recognition Awards. This award provides nearly immediate, on-the-spot recognition for one-time and short-term efforts by full-time support personnel that result in service of exceptionally high quality or quantity.
e. Best Practice Awards. Recognizes best business practices and is shared with all organizations within DMA.

1-4. RESPONSIBILITIES
a. The Adjutant General has overall responsibility for the Incentive Awards Program in the Wisconsin National Guard. The Adjutant General directs the allocation and expenditure of resources for awards, approves awards for performance contributions and suggestions. Recommendations are by responsible subordinate officials, and delegates approval authority for awards to Awards Program Administrators.
b. The Deputy Adjutants General are the final approval authority for any Time Off Awards which cause an individuals total time off for a leave year to exceed forty (40) hours.
c. Human Resource Office Awards Program Manager will:
(1) Assist and advise individuals on the correct procedures for submitting suggestions and inventions.
(2) Assist and advise managers and supervisors in processing Quality Step Increases, Total Quality Awards, Time Off Awards and Individual Recognition Awards.
(3) Monitor awards, obligations and approves awards at least quarterly.
(4) Develop program policy recommendations for the Adjutant General and reviews program results to assure that awards are granted in a timely and equitable manner and that the program is effectively applied.
d. Awards Program Administrators (specifically flying unit commanders, major command administrative officers, the WIARNG Chiefs of Staff, the USPFO, the State Maintenance Officer, and the State Aviation Officer) will:

(1) Establish local procedures to review award nominations (including Immediate Recognition Awards) to ensure they are justified and that total expenditures for them will not exceed the awards budget for their area of responsibility. Awards Program Administrator will sign Block 3, #11 under “OTHER” to indicate he/she has reviewed the award package.

(2) Develop and submit nominations for TAG Quality Awards to the Awards Program Manager (usually Human Resources Specialist).

(3) Exercise approval authority on Time Off Awards over two workdays and up to a total of forty (40) hours.

(4) Report on awards granted and funds expended at regular intervals to the Awards Program Manager.

d. Supervisors will:

(1) Maintain full-time support personnel interest through a well-planned program designed to solicit proposals for improvement and to encourage quality performance.

(2) Exercise approval authority over Time Off Awards totaling no more than two workdays per employee per year.

(3) Review performance appraisals to determine whether an individual warrants consideration for an award and exercise great care in selecting and recommending for recognition only those individuals whose performance truly reflects merit. Recommendations should be submitted without the knowledge of the individual concerned.

SECTION II
Awards

2-1. Quality Step Increase (QSI)

Only technicians serving in a general schedule position and receiving an outstanding appraisal (i.e. a rating of 90 or above) are eligible for this award. A QSI is not to be repeated on a purely automatic basis, but should clearly show that the technician's performance is deserving of such recognition.

a. As a minimum, a period of high quality performance for this award is 6 months in the same job and grade level. Periods of extended absence from the technician position (i.e., in excess of 30 days) cannot be counted when determining the period of service to be recognized. Since a QSI has a long-term compensation impact, award of a QSI is not appropriate if the technician is about to receive a promotion. No portion of first year of employment (i.e. trial/probationary period) will be used as eligibility for a QSI.

b. The technician's immediate supervisor is responsible for initiating the nomination, using NGB Form 32, (See Appendix A) and for providing required justification. The immediate supervisor must certify that, based on past experience, it is believed the technician's high quality performance is likely to continue.

c. Approved QSI's are processed with an effective date of the first pay period after final approval and receipt of properly executed NGB Form 32 (with justification) in the HRO/J1. The employee receives a certificate, with a copy placed in their official personnel file.

2-2. Time-Off Award

The acts/services may or may not be within the technician's normal job requirements. TOAs may be in addition to other incentive awards.

a. A TOA provides an excused absence to a technician without charge to leave or loss of pay. By federal regulation, a technician may receive up to 40 hours per award, with a maximum of 80 hours per leave year. The minimum award is a half workday (4-5 hours). TOAs for part-time employees are

prorated based on their scheduled workweek. The amount of time off granted must be related to the benefits realized by the government from the employee's contribution. Only a contribution of significant value would justify an award longer than one day.

b. The immediate and second level supervisor are together authorized to approve two TOAs per leave year, for no more than two workdays total per employee. Awards which allow an individual's total time off for a leave year to exceed two work days require the approval of the responsible Awards Program Administrator (specifically flying unit commanders, major command administrative officers, WIARNG Chiefs of Staff, the USPFO, the DOM, the SAO and the HRO/J1). Awards, which cause an individual's total time off for a leave year to exceed forty (40) hours, require the further approval of the Deputy Adjutant General.

c. Supervisors initiate TOAs by issuing an NGB Form 32 which must include a brief statement on the reverse side describing the special act/service which justifies the award. When approved, the NGB Form 32, (See Appendix B) is sent to the HRO/J1 where an SF-50, Personnel Action will be issued to document the award. The supervisor and technician decide together when to take the time off. It must be scheduled to avoid conflict with "use or lose" time. TOAs must be used within one (1) year. TOAs are recorded as Time-Off Award (LY) on the time record.

2-3. TAG Quality Award

This award is unique and distinctive in that it involves no remuneration and it honors the outstanding work of teams of full-time personnel not merely the achievement of individuals. A team may consist of any recognizable group (whether a process action team, section, shop, etc.) of less than 20 people with a common mission or responsibility. TQAs recognize exemplary work by a team which reflects such total quality management principles as bottom up management, customer service, continuous improvement, thorough pre-implementation planning, and employee empowerment.

a. The TAG will present TQA certificates whenever justified. TQA recipients may be further rewarded by Time Off Awards (TOAs) for military technicians and passes of equal duration for military duty personnel.

b. Recommendations for TQAs are submitted through channels by the responsible Awards Program Administrator. They consist of NGB Form 32 (See Appendix C) and must include supplementary narrative to justify the nomination.

2-4. Immediate Recognition Award

a. Immediate Recognition Awards may be either monetary or non-monetary. A supervisor may recommend a technician for a monetary award of up to and including $500.00.

b. These awards should be presented as soon as possible, if not immediately following completion of the meritorious act(s).

c. Funds expended for Immediate Recognition Awards are included in those allocated to Awards Program Administrator. Expenditures for these purposes will be included in those reported to the Awards Program Manager.

d. An individual will not be awarded more than two monetary Immediate Recognition Awards in a fiscal year. These are not intended to replace other awards. Employees who receive such awards may be considered for other types of awards as well in the same fiscal year; however, monetary Immediate Recognition Awards should not be approved when other monetary awards of greater value are merited.

e. Anyone in an individual's supervisory chain may nominate him/her for an IRA by completing Blocks 1-9 on an NGB Form 32, (See Appendix D) sent to the appropriate Incentive Awards Program Administrator. A brief paragraph

describing the contribution should be attached to the form. The Awards Program Administrator may then approve the award by signing Block 10. (If the IRA is a monetary award, he/she will assign it a control number consisting of his/her office symbol and a sequential number.) He or she will then send the NGB Form 32 to the Awards Program Manager. These actions should be expedited so that payment is effected at the earliest possible date after presentation.

2-5. Best Practice Award-Army National Guard.
Individuals and organizations are eligible for Best Practice Awards as indicated in WIARNG Reg 5-1. The award is a wood framed-Quality print, engraved with WIARNG Best Practice Award. It is awarded for new/existing initiatives that have been proven to enhance business processes that support agency customers. The award can be requested using a memo format addressed to WIJS-J1. The request must identify the initiative and results obtained from implementing the practice. WIJS-J1 will forward the request to the WIARNG Quality Council for evaluation. The award should be presented at a ceremony of appropriate stature.

SECTION III
Suggestions/Inventions

3-1. Air National Guard
a. When a suggestion arrives at WIJS-J1, the Human Resources Supervisor reviews the package to ensure that required documents are present (i.e. AFTO Form 22, AFTO Form 135, AF Form 847, AF Form 1067 and Zero Overpricing Challenge forms). If the package is missing required documents, then the AF Form 1000 is forwarded to the supervisor at the location from which the suggestion originated.
b. After evaluation, the suggestion is forwarded to ANG/XPME for determination.
c. If the suggestion is determined to benefit the agency, HRO/J1 initiates payment for the suggesting employee.

3-2. Army National Guard
a. When a suggestion arrives at the HRO/J1, the Human Resources Supervisor reviews the package to ensure the DA Form 2440 is present.
b. The Human Resources Supervisor forwards the suggestion package to the appropriate supervision level for evaluation.
c. If the suggestion is determined to benefit the agency, HRO/J1 initiates payment for the suggesting employee.

SECTION IV
Funding

4-1. Air National Guard. Each flying unit commander, in consultation with the Awards Program Manager, will establish awards fund targets and report these through the chain of command to the Director of Human Resources/J1.

4-2. Army National Guard
a. The Director of Human Resources/J1 Customer Service Branch Manager, will establish fund targets for all awards. He/she will then establish a target for each Awards Program Administrator based on the number of WIARNG technicians assigned to that function.

b. Award nominations for technicians whose appraisals occurred late in the fiscal year may be approved early in the next fiscal year.

The proponent of this regulation is the Director, Human Resources/J1. Users are invited to send comments to The Adjutant General, DMA, Wisconsin, ATTN: WIJS-J1, PO Box 8111, Madison, WI 53708-8111

FOR THE ADJUTANT GENERAL:

\\\\SIGNED////
JEFFREY J. SWOKOWSKI
COL, IN, WIARNG
Dir, Human Resources/J1

DISTRIBUTION:
ARNG: A
ANG: ED
128th ACS
115th FW
128th ARW
Pres, ACT-1 Pres
Pres, ACT-1-Madison
Pres, ACT-Milwaukee-1

eOPF

(electronic official personnel file)

National Guard
Technician Personnel Management Course

eOPF

- Hard copy OPF will be scanned for electronic viewing
- Purge process
  -envelope to employee

2

eOPF

- Web based system
- Employee will receive login & password to access their own file
- Employee will be able to view documents that electronically flow into eOPF as well as scanned documents

3

eOPF

- Electronic Flow:
  - SF 52's
  - SF 50'
  - Benefits i.e. FEHB, TSP, FEGLI
- Scanned Documents:
  - AUS/RTD Checklists; Military Orders
  - NGAUS
  - Applications/Resumes
- PAA does NOT automatically flow into eOPF

4

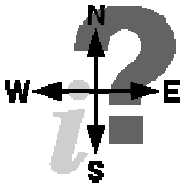
eOPF

- Employee's must have email address updated in MyBiz
- Automatic notification emailed to employee when personnel action processed
- Supervisors will no longer receive notification of employee's personnel actions (MyWorkplace)

5

6

Questions



7

Union perspective

Les Hackett

Unions in the Federal Gov.

- 5 U.S.C Section 7101
- **(a)** The Congress finds that— **(1)** experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them— **(A)** safeguards the public interest,
- **(B)** contributes to the effective conduct of public business, and
- **(C)** facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment.

What is the Unions role?

- Ensure bargaining unit (BU) employees are treated in a fair and equitable manner concerning their conditions of employment.
- Ensure laws, rules and regulations as they pertain to bargaining unit employees conditions of employment are adhered to.
- Lobby for legislation to improve technicians work life.

How does the union accomplish it's role

- Negotiate contract language
- Input into Regulations
- Educate Congress

What do we negotiate?

- at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- procedures which management officials of the agency will observe in exercising any authority under this section; or
- appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Examples of procedures.

- Hiring
  - Merit promotion system HRR 335-1
- Take disciplinary and removal actions
  - Discipline and adverse actions TPR 752
- Lay Off
  - Reduction in force procedures HRR 351-1

Examples of Contract provisions effecting procedure

- Merit Promotion
  - First look for BU techs
- Discipline
  - Advisory arbitration
- Reduction in force
  - Longevity credit

Input on draft regulations examples

- Work schedule – WING HRR-990-1
  - Ensure equitable work schedule opportunities for BU employees
- Merit promotion- WING HRR 335-1
  - Optimize career opportunities for all BU employees regardless of military rank

Enforcement mechanisms

- Grievance procedure
  - Comprehensive in scope
  - Currently a three step procedure
  - Binding arbitration
- Unfair labor practice (ULP)
  - Federal Labor relations authority involved
  - Limited to a fairly narrow circumstances
    - TITLE 5 CHAPTER 71-Sec. 7116. Unfair labor practices

Recent examples of Grievances & ULPs

- Grievance/ CSMS Inspector Merit placement action
  - Agency failed to give Bargaining unit employees priority consideration
    - Contract violation
- ULP
  - Bargaining unit employees excluded from using Volk Field Gym after years of a access
    - Failure to negotiate in good faith concerning changes in working conditions

Communicating and visiting legislators

- Semi-annual D.C. visits
- On going follow-up
- Grass roots efforts

Legislation examples

- Passed legislation
  - Sick leave credit for FERS
  - NDS positions for combat disabled technicians
- Desired legislation
  - Earlier retirement for dual status -technicians
  - MSPB rights for technicians

Points of emphasis

- Fairness
- Communication
- Documentation
- Do the right thing

Questions??????????

Supervisor Work Folder & Record Keeping

National Guard
Technician Personnel Management Course

PURPOSE OF A WORK FOLDER

Provides easy access to subordinate information to help…

~you, the supervisor, to meet personnel management obligations, and

~ your subordinate personnel by recording their career accomplishments as well as their job performance

2

HANDOUT

3

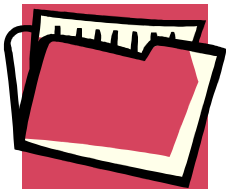
WORK FOLDER CONTENTS

- Supervisor Record of Personnel Employment (NGB Form 904-1 or automated Supervisor's Brief)
- Emergency Information
- Performance-related Records
- Conduct-related Records
- Supervisor's Checklist

4

WORK FOLDER CONTENTS

- Leave Schedule
- Requests for Personnel Action (SF-52)
- Training-related documents
- Current position description



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WORK FOLDER CONTENTS

- Special qualifications verification documents
- Awards or Commendations

6

PROHIBITED DOCUMENTS

- Resumes
- Security Investigations
- Employee's photograph
- Sticky Notes
- Self-ID of Medical Disability (SF-256)
- Medical Information
- Letters of Indebtedness
- Training Certificates (other than certifications)

7

CARE AND DISPOSITION

- Maintained in lockable file/desk at supervisor's work site or nearby
- Retained indefinitely if relevant to supervisory responsibilities
- Moved to a new supervisor when employee is reassigned
- Destroyed 90 days after employee separates or is separated

8

WORK FOLDER ACCESS

- The employee and any other(s) she/he authorizes in writing
- Supervisors/managers in the direct chain of command
- Persons conducting official authorized activities
- Persons acting IAW state union contract(s)

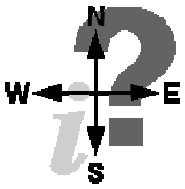
9

Reference

Technician Personnel Regulation 293-31
- Subchapter S8

10

Questions



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SUGGESTED DESIGN FOR SUPERVISOR'S WORK FOLDER

SECTION ONE

- NGB 904-1 Supervisor's Record of Technician Employment
- SF 50 Notification of Personnel Action (Removed after posting to the NGB 904-1)
- SF 52 Request for Personnel Action (Removed after receiving the SF 50)
- RP721 Employee Brief, Training and Emergency Contact Data
- MEMO Orientation of New Employee
- Supervisor's Checklist

SECTION TWO

- Copy of the employee's current Position Description (PD)
- Individual Development Plans and Performance Improvement Plans (Remove after completion or no longer applicable)
- Training Documentation

SECTION THREE

- DMA Form 430 Performance Standards & Critical Elements
- Notice of completion of Trial/Probationary Period

SECTION FOUR

- DMA Form 430-1 Performance Appraisals (to be maintained for three (3) years)

SECTION FIVE

- NGB Form 32 Supporting Documentation for Award or Commendation Recognition (Removed after action is completed)

SECTION SIX

- Leave Records (Optional)
- Form SF 71 Leave Request (Optional)

SUBCHAPTER S8(ADDED). SUPERVISOR'S WORK FOLDER

S8-1. PURPOSE AND SCOPE

a. Supervisor work folders provide a system for keeping information about those supervised. First-level supervisors keep separate work folders for each technician; higher-level supervisors are not permitted to maintain duplicate work folders.

b. Work folders are part of the Employee Performance File System addressed in subchapter S5 of FPM Supplement 293-31 and are subject to the Privacy Act and Freedom of Information Act.

S8-2. TYPE OF FOLDER, LOCATION AND SAFEGUARDS

a. Supervisors use standard manila folders with the technician's name written on them. A supervisor will not use SFs 66, Official Personnel Folder, as work folders.

b. Folders are normally kept at the supervisor's work site. However, other locations may be used if the work site cannot protect folders from casual access, inappropriate disclosure, and invasion of personal privacy.

S8-3. CONTENT

The following documents are normally maintained in a supervisor work folder:

a. NGB Form 904-1, Supervisor's Record of Technician Employment, is the only authorized supervisory employment record; the SF 7-B or AF Form 971 will not be used to record technician data. SPMO completes items 1 through 7 from available records and advises the technician to notify his/her supervisor when data changes. The remainder of the form is self-explanatory.

b. Performance-related records may be maintained for no more than 3 years. They include but are not limited to performance elements/standards and ratings of record; records kept to track performance; documents concerning reconsideration/appeal of performance-related matters; performance improvement plans; and memorandums or notations of performance counseling.

c. Conduct-related records are maintained until no longer relevant to a continuing or recurring problem. Only letters of reprimand contain specific disposition dates. Since the SPMO maintains the official file, a supervisor would have no need to keep copies of adverse action records once the action is completed (notations on NGB Form 904-1 is sufficient).

d. Leave schedules prepared annually to assure timely use of annual leave may be filed in work folders or in a central location.

e. Copies of SF 52, Request for Personnel Action, may be kept until action is completed.

f. Copies of correspondence or forms related to training may be kept until training is completed. Training plans may be kept until no longer relevant.

g. Current position descriptions for each basic position may be filed in work folders or maintained in a central location.

h. Documents required for the position (e.g., copies of licenses, professional accreditation, certificate documenting proficiency with equipment or tools used, and firearms proficiency) may be retained until updated.

i. Other records which are valuable in reaching decisions on what course of action to take with regard to technician's employment.

j. Copies of documents supporting an award or commendation may be kept until action is completed.

k. AF Form 55, Employee Safety and Health Record.

l. Military appraisal required by TPR 300(351) are replaced annually.

NOTE: Letting a technician know that information has or will be added to the work folder can help to reinforce both positive and negative events.

S8-4. DOCUMENTS PROHIBITED

The following documents are prohibited from being filed in a supervisor's work folder:

a. Copies of SFs 50 once the NGB Form 904-1 has been posted. The employee copy of the SF 50 will be given to the technician concerned. If it is other than the employee copy, it will be destroyed.

b. Security investigative records or reports.

c. Pre-employment vouchers or telephone inquiry notation.

d. Letters of indebtedness which have no bearing on a technician's ability to perform his/her duties or the reputation of the National Guard.

e. Medical records.

f. SF 181, Race and National Origin Identification, or SF 256, Self-identification of Medical Disability.

g. Photographs of personnel.

h. Training certificates.

i. Resumes.

j. Personal notes as outlined in S8-6.

S8-5. ACCESS

Upon request, a technician must be allowed to review the work folder pertaining to him/her. Technicians wishing to provide access to another person must provide the supervisor written notification which specifically identifies the person to be given access and the records to be provided. The record can be disclosed to other officials/employees who have a need for the record in the performance of their duties.

S8-6. PERSONAL NOTES

Personal notes maintained as memory aids are not official agency records and are not subject to the Privacy Act because they are (a) retained for the personal use of the supervisor; (b) are not circulated or shown to anyone else; and (c) are retained or discarded solely as the supervisor sees fit (not under regulatory control). Such notes may not be maintained in the work folder (see paragraph S8-4j above).

S8-7. RETENTION AND DISPOSITION

a. Except as outlined in paragraph S8-3, work folder records can be retained indefinitely, provided they are relevant and necessary in carrying out supervisory responsibilities.

b. Work folders will be destroyed within 90 calendar days after an action occurs which separates the technician from employment in a particular State. SPMOs can have supervisors destroy work folders or may require the folders be sent to the SPMO for review and disposition.

APPENDIX D (ADDED).

EXAMPLE OF AN
EMPLOYEE PERFORMANCE FILE SYSTEM INSTRUCTION

1. Purpose and Scope: The Employee Performance File System (EPFS) provides a method for maintaining performance-related records that:

a. Assist rating officials in monitoring and rating performance;

b. Provide technicians with information on their actual performance and how their performance may be improved; and

c. Form the basis for decisions involving pay, assignment, reassignment, promotion, reward, training, retention standing, reduction in grade, or removal actions.

2. Location: Performance-related records for each technician are maintained in separate Employee Performance Folders (EPFs) located in the Support Personnel Management Office (SPMO) and in supervisor's work folders (see subchapter S8(ADDED)). Performance data is maintained as part of the National Guard Bureau and this State's technician computer data base.

3. Type of Folders: A (enter type of folder used) is used in the SPMO. Supervisor work folders are standard manila folders with the technician's name written on them.

4. Manager: The SPMO has overall responsibility for the EPFS with the (enter title of position) delegated responsibility for day-to-day operation.

5. Contents: The following list represents performance-related records most likely found in the EPF.

a. Performance elements/standards.

b. Technician ratings of records.

c. Military appraisal required by TPR 300(351).

d. Documents created during the request for reconsideration/appeal process.

e. Documents concerning the denial of a within-grade increase or reflecting that a request for reconsideration has been made and its outcome. (This does not eliminate the need to establish separate reconsideration files as outlined in 5 C.F.R. 531.410(a)(2)).

f. Records documenting the action of the State Impartial Review Board or State Performance Standards Review Board.

g. Records kept during a rating period to track performance (e.g., quality control records and production records).

h. Performance improvement plans, memorandums or notations of counseling or progress review sessions including those made on NGB Form 904-1.

i. Other records which are valuable in reaching decisions on what course of action to take with regard to a technician's performance.

j. Documents supporting an award or commendation based on performance (e.g., NGB Form 32).

k. Requests or recommendations for training along with any related records regarding selection, nonselection or performance while attending training. Copy 1, DD Form 1556 will continue to be filed in the OPF.

l. Documents required by the position (e.g., copies of licenses, professional accreditation, certificates documenting proficiency with equipment or tools used and firearms proficiency).

6. Safeguards and access: All EPFS records will be protected against casual access; inappropriate disclosure to management officials or others outside this agency; and inappropriate invasion of personal privacy. Those maintaining EPFS records must use caution and discretion in securing and disclosing such records. Retrieval of computer-based performance data is by access code with audit trail. Access by a technician or representative to EPFS records will be handled in the same manner as access to OPFs.

7. Freedom of Information Act (FOIA) and Privacy Act: All records in the EPFS are subject to the FOIA and Privacy Act; Office of Personnel Management (OPM) and NGB regulations implementing these Acts; and are part of OPM's Government-wide Privacy Act system of records identified as OPM/GOVT-2.

8. Retention and disposition of EPFS records: EPFS records (manual/automated) are generally retained for a maximum of 3 years. Obsolete documents may be torn into pieces to preclude reconstruction and placed in regular trash containers, and magnetic tapes/disks are erased. When practical and cost-effective, records may be marked obsolete and returned to the technician concerned. The following specific rules apply:

a. Unless related to an ongoing proceeding, performance ratings and any documents related to that rating (e.g., standards, summary ratings, quality control records, reconsideration/appeal records, award documentation, counseling notations and WIG documentation) will be retained for 3 years. The

3-year timeframe begins from the date of final action on the performance rating; that could be the date of the approving official's signature on the rating or, if appealed, the date of final action on appeal.

b. An EPFS record needed in connection with an administrative or judicial proceeding may be retained as long as needed, but it cannot be used as a basis for future actions.

c. The 3-year retention schedule does not apply when an administrative or judicial ruling requires earlier removal.

d. If a technician's performance continues to be acceptable for 1 year, the performance improvement plan will be removed from the EPFS. The 1 year begins from the date of the plan.

e. Automated EPFS records may be kept beyond the 3-year retention deadline for statistical analysis only. Such records cannot be used as a basis for future actions.

f. Documents required by the position (e.g., licenses and proficiency certificates) are maintained until updated.

g. When a technician leaves this State's employment, any performance ratings that are 3 years old or less, along with the performance plan upon which the latest rating is based, are sent with the OPF to either the next servicing personnel office or to the National Personnel Records Center (NPRC). Any required summary rating must also be forwarded with the OPF. (This does not include military appraisals required by TPR 300(351)). All other performance-related records of former technicians will be disposed of within 1 year after separation from employment. If the technician is employed back in the State prior to record destruction, the EPFS documents will be purged for outdated material.

h. When an OPF is received from NPRC, performance ratings and supporting documents more than 3 years old will be disposed of. This includes a review of the permanent side of the OPF to ensure that previously authorized long-term ratings of "Outstanding" and "Unsatisfactory" are no longer on file.

i. Military appraisals required by TPR 300(351) are replaced annually.

EMPLOYEE WORKCENTER CHECKLIST

BEFORE THE EMPLOYEE REPORTS:

The arrival of a new employee is an event of significance in the work unit. Preparation should communicate this significance to the existing staff as well as to the new employee. The items on the checklist below are designed to aid the supervisor in accomplishing a smooth assimilation of the new employee into the unit both professionally and personally.

_____ **Prepare the new hire's workstation.**
Equipment and supplies should be present and in working order. At a minimum, the employee should have everything necessary to accomplish the work expected during the first week.

_____ **Inform the staff of the new hire.**
Make sure the new person's name, title, and job responsibilities are made clear to everyone to avoid misunderstanding and to clarify any aid that each member of the staff can give the new employee.

_____ **Establish training timeframes and resources.**
Clearly schedule all required formal training; make sure that definite times and locations are indicated. Outline all informal "on-the-job" training with regard to purpose and timeframe. Prepare any job aids that can be helpful and have them present and ready for demonstration and use.

_____ **Review the Job Description to target development in skills, functions, and tasks.**
Clearly delineate any development plan that the new hire will be expected to follow. Include the purpose, the outcomes expected and the projected timeframe. If the employee will be expected to attend classes away from the unit workplace, include a schedule and location.

_____ **Arrange some work for the employee to do on the first day.**
Select tasks that are indicative of the employee's abilities. The new employee will feel some accomplishment and any major problems with task fulfillment will become apparent as soon as possible.

WHEN THE NEW EMPLOYEE REPORTS:

The following objectives should be accomplished by the supervisor:

_____ **Introduction to coworkers, contacts in other departments, and management.**

_____ **Provide employee with a copy of their Position Description.**

_____ **Establish an Individual Development Plan (IDP); required for all target grade employees.**
(Use the NGB 650 and work with the HRDS. Form must be completed and forwarded to HRDS for signature NLT two weeks after the employee completes the Orientation Course.)

_____ **Go over the Performance Appraisal Application (PAA); explain and assure understanding of the critical elements the employee should add in PAA when creating their plan.**

_____ Rating Period
_____ Job Responsibilities/expectations; give special attention to monitoring procedures, measurable expectations and any critical responsibilities
_____ Tell the new employee when to expect the first performance review

_____ **Explain how the job fits the department's and organization's missions.**

_____ **Clarify expected work habits and ethics.**

_____ **Clarify professional development and career advancement opportunities.**

_____ **Explain how personal emergencies are handled.**

_____ **Explain the inclement weather policy.**

_____ **Tour of the building.**

Tour of the work site:

_____ Copy Machine
_____ Fax Machine
_____ Bathrooms
_____ Water fountain
_____ Tour of personal work space

(Point out all equipment and supplies that will be used regularly. Orient the new employee's space with regard to the rest of the building.)

_____ **Explain the scheduled work time.** (discuss flexibility, overtime rules, lunch period, break times)

Explain policies regarding:

_____ Punctuality
_____ Personal appearance and dress
_____ Importance of good attendance
_____ Entrance to facility off hours
_____ Parking
_____ Personal Calls
_____ Smoking
_____ Eating at workstation
_____ Responsibility for good housekeeping
_____ Procedure in case of fire and/or tornado
_____ Location of first aid kits
_____ E-mail and internet use
_____ Importance of safety on the job

(Add any other points that are necessary or advantageous to the new employee.)

DISCUSSION TOPICS AT THE END OF WEEK ONE:

_____ Progress to date
_____ Employee's questions/obstacles
_____ Job training schedule adjustments, if needed
_____ Different agency functions
_____ Role of department in organization
_____ Safety policies
_____ Safety training
_____ Scheduling
_____ Pay administration policies

DISCUSSION TOPICS AT THE END OF WEEK TWO:

_____ Progress to date
_____ Brief review of all first-day and first-week discussion items
_____ Employee questions, comments and observations

Human Resource Development & Training

National Guard
Technician Personnel Management Course

Learning Techniques

- 10% of what we **read**
- 20% of what we **hear**
- 30% of what we **see**
- 50% of what we **see** and **hear**
- 70% of what we **say as we talk**
- 90% of what we **say as we do a thing**

2

Agenda

1. Initial Meeting with Employee
2. Professional Development
3. Training and Travel Budget
4. Technician Training
5. Training Requests (SF182)
6. Training Certificates
7. Technician Travel - DTS
8. Performance Improvement Planning
9. Resources

3

Meeting with Employee

- Meet with employee within first week of hire.
- Review Supervisor Work Folder
- Identify supervisor's expectations
- Review and discuss current Position Description with employee
- Determine job objectives

4

Professional Development

- Individual Development Plan (IDP)
  - Required for all employees in a target grade
  - Identifies training and OJT requirements
  - Used as a tracking tool
  - Gives employee goals to achieve
  - If required, must be on file with J1-HRDS within 30 days of hire
- Highly recommend ALL employees have an IDP

5

Training and Travel Budget

- Initial annual forecast submitted in September
- Mid-term forecast submitted in March
- Supervisor to submit forecasts to Director or training coordinator
- Funding to be used after Allotment is received
- Remaining funds are returned to USPFO – Quarterly
- September and October are non-travel months; Critical need only and must be Priority 1

6

Training and Travel Budget

Training Priorities

Priority 1 – Statutory
Priority 2 – Regulatory/Risk Management
Priority 3 – Conversion/Reorganization
Priority 4 – Modernization (Updated)
Priority 5 – Operational Skills
Priority 6 – Professional Development

7

Technician Training

- Must be relevant to current position description
- Training is within current fiscal year forecast
- Employee must be in technician status
- Employee must be on a Permanent or Indefinite Appointment
- Temporary Appointment
  - Training must be a critical need (Priority 1-Statutory)
  - Written justification from Director

8

Mandatory Training for Technicians

- New Employee Orientation Course
- NG Technician Personnel Mgmt Course
- Supervisor Refresher Course
- Ethics
- Information Assurance
- First-Line Supervisor OSHA Certification
- Budget Courses – Role Specific
- Government Travel Card Initial Course
- Government Travel Card Refresher Course

9

Courses at PEC and ATRRS

- Technicians will submit training requests to J1-HRDS for course registration
- Once processed, J1-HRDS will provide available class dates to employee
- J1-HRDS will submit Application through ATRRS
- Units may not input ATRRS Applications for technicians

10

Courses not funded

- Professional Military Education
  - MOS
  - AFCS
  - Officer Career Courses
- College courses relevant to a degree
- Certifications not required for current position

11

Request for Training (SF182)

- *OPM Training Policy Handbook*

"The Training Authorization Form is used for requesting, approving, and certifying payment for attendance at meetings, conferences, seminars, courses, and symposia where the primary purpose is to train an employee…."

12

Request for Training (SF182)

- Employee to complete SF182
  - Section B, Block 19: Government Travel Card: Yes
- Immediate Supervisor to electronically sign in Section D, Blocks 1a-e
- Route to Training Coordinator within Directorate to bump against FY Forecast; electronically signs Section D, Blocks 3a-e
- Forward to J1 HR Development Section (J1-HRDS) for review and processing

13

Request for Training (SF182)

- Supporting documentation to be included with each SF182 request
  - Agenda, MOI, LOI, Flyer, Web Link, Travel Instructions, Confirmation of Registration, Course Scope
- J1-HRDS will complete registration for fees over $500.00
- J1-HRDS will submit ATRRS applications for all PEC courses.

14

Training Certificates

- Employee to forward training certificates to J1-HRDS
- J1-HRDS will maintain electronic training folder in DCPDS
- Employee can monitor training folder within MyBiz
- Employee may forward copies of the official college transcript to J1-HRDS for education updates

15

Defense Travel System

- Assist new employee in creating a technician profile within DTS
- Follow Joint Travel Regulations (JTR), Volume 2 and WI ARNG Business Travel Rules
- May not submit DTS Authorization without approved SF182 by J1-HRDS
- Government Travel Card is a requirement for all technicians and will be used for airfare, hotel, and rental car

16

Defense Travel System

Effective 1 Oct 2012 and IAW WI ARNG Business Travel Rules:

- DTS Authorization must be "Authorized" at least 72 Hours in advance of travel start date
- Flights cannot be modified on the same business day for the convenience of the traveler (i.e. class releases ahead of schedule)

17

Performance Improvement Plan (PIP)

- Under achieving (below a 3 in PAA) technicians may be placed on a Performance Improvement Plan (PIP)
- Can be placed on a PIP any time
- PIPs are typically for 90-120 days
- Usually issued along with mid-term review
- Are considered a temporary document in Supervisor Work Folder

18

Performance Improvement Plan (PIP)

- J1-HRDS will assist supervisor with drafting PIP and completing package
- Labor Relations Specialist will assist supervisor and review PIP
- J1-HRDS will track progress of improvement
- Documentation required:
  - Annotations within Supervisor Work Folder 904-1 Form
  - Supporting Documentation

19

Resources

- Technician HR Development Program dtd 14 Sep 07-TPR 400
- Joint Travel Regulation, Volume 2
- WI ARNG Business Travel Rules
- Appraisal Program (CNGBI 1504.30) dtd 31 Jul 12; replaces the TPR 430
- FY13 Budget Execution Guidance

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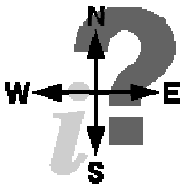
Questions



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Technician Time & Attendance

Responsibilities and Procedures

AGENDA

- New Employees
- Time and Attendance
- Records Retention
- Military Leave
- Work Schedule changes
- Leave Availability Report
- Common Issues
- ARNG Dual Compensation Audit
- Points of Contact
- Questions

New Employees

- Supervisors: when you have a new employee-
  - Notify Technician Pay and provide the following:
  - Name, SSN, email (.mil only), and Timekeepers
  - Effective date of Hire
  - Work Schedule

3

Time and Attendance

- Supervisors are responsible for timely and accurate preparation, certification and submission of time and attendance
- Provide Timekeepers with all OPM 71s as well as the Log to ensure accurate input

4

Time and Attendance

- Ensure Time and Attendance (T & A's) are input to DCPS on the last Friday of the pay period
- Review Accepted T & A's prior to Certification
- Ensure all OPM 71 and a copy of certified orders accompany the T & A's to the USPFO

5

Time and Attendance

- Supervisors cannot input T & A's <u>and</u> Certify Timecards per DODFMR Vol 8
- DD form 577 Signature Card on File at the USPFO, Technician Pay Branch
- Appoint a Primary and Alternate Timekeeper
- Notify us if the timekeeper will no longer be performing those duties

6

Commonly Used Hour Codes

- LS - Leave Sick
- LA – Leave Annual
- CE – Compensatory Time Earned
- CT - Compensatory Time Taken
- CB – Travel Comp Earned
- CF – Travel Comp Taken
- LY – Time off Award
- LC – Court Leave
- LH – Holiday Leave
- LM – Military Leave
- LN – Admin Leave (Also used for pre-mob up to 3 days)
- LV – Presidential Admin Leave (used for post-mob up to 5 days)
- KA – LWOP (personal)
- KG – Absent Uniformed Services(LWOP)

7

Commonly Used Hour Codes

TELEWORK TYPE CODE as approved by HRO.

- TW – Telework Regular
- TS – Telework Situational
- TM – Telework Medical

- **NOTE:** Telework type codes will be reported in conjunction with the applicable Regular Type Hour Codes (RG or RF) and reported in the ENV/HAZ/OTH field

Record Retention

Storage of completed T&A:

- Keep Time Cards, Leave Slips, certified Military Orders and other documents together
- Keep Accepted, Certified T & A's three payrolls and current payroll
- Forward all prior payrolls to USPFO for record review and retention

9

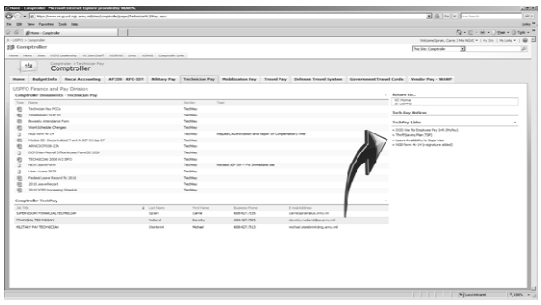
Military Leave (LM or KG)

- Request copies of orders, STAs certificates, or Memorandums from employees at the time leave is requested
- These documents must be attached to the OPM 71 and T & A
- Earn 120 hrs (15 days) every Fiscal Year Cannot exceed a balance of 240 hours (prior and current Fiscal Year)

Work Schedule changes

- Ensure Work Schedule changes are sent to USPFO prior to input of timecards for that pay period
- Work Schedule changes are effective the first day of the pay period not work week

Leave Availability Report



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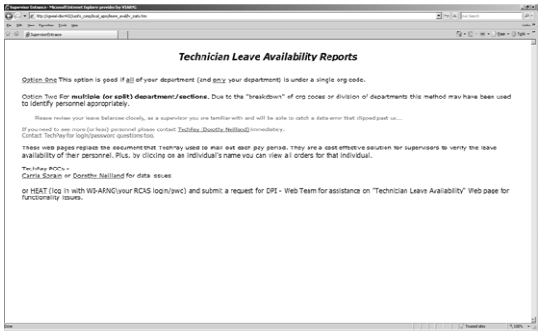

Leave Availability Report

- Excellent Tool to assist the Supervisor in monitoring a Technician's Leave balance and ensuring leave requested does not exceed leave balance
- Contact our office to set up your account

Common Issues

- T & A's submitted without documents to support the input
- Use of KA (LWOP) when technicians are on Military orders. Should use KG
- Submission of uncertified orders
- Technician's work schedule reflects 8 hour work week but timecard input for 9 hour work week.

15

ARNG Dual Compensation Audit

- Occurs when a technician performs military duty and is paid both Military and Technician pay for the same period of duty without proper charge to technician leave.
- Supporting Documentation needed to clear potential dual compensation violations: Drill Letter, MFR, employer letter, Corrected T&A, COP (Wing 16, AFTP, etc.). MUST CONTAIN DATE & TIME DUTY WAS PERFORMED.

16

Points of Contact

Customer Service Representative (CSR):

SGT Jonniegh Moore 608-427-7477
SGT Micheal Steinbrink 608-427-7313

Supervisory Financial Technician:
Mrs. Sheri Roscovius 608-427-7235

Questions

18

Sexual Assault Prevention and Response (SAPR)

National Guard

Technician Personnel Management Course

Sexual Assault Prevention and Response (SAPR)

- Agenda

1. Sexual Assault VS Sexual Harassment
2. Definition of Sexual Assault
3. The Issue of Consent
4. Myths and Facts of Sexual Assault
5. The SAPR Program
6. Supervisor's Role

2

Sexual Assault

Myth Scale

3

SEXUAL ASSAULT?
SEXUAL HARASSMENT?

Sexual Assault is:	*Sexual Harassment* is:
• a crime – punishable under Article 20 of the UCMJ	• a form of gender discrimination – workplace related
• refers specifically to rape, forcible sodomy, indecent assault or carnal knowledge as defined in the UCMJ	• of two types: ***quid pro quo*** or ***hostile work environment***
• **must** involve physical contact	• **can** involve physical contact

4

SEXUAL ASSAULT: Definition

- Sexual assault definition expanded by UCMJ in 2007, new offenses include:

- Rape
- Aggravated Sexual Assault
- Aggravated Sexual Contact
- Abusive Sexual Contact
- Indecent Act
- Wrongful Sexual Contact
- Indecent Exposure

5

WHAT DOES SEXUAL CONSENT MEAN?

- "Consent" shall not be deemed or construed to mean:
  - the failure of the victim to offer physical resistance.
- Consent is NOT given when a person uses:
  - force, threat of force,
  - coercion
  - or when the victim is asleep, incapacitated, or unconscious.

6

Impact of Sexual Assault

The Victim's Perspective

*"One of the most difficult things about understanding sexual assault is that some people see rape as **bad sex.***

From the victim's perspective, the act of sexual assault bears almost no resemblance to the act of sex.

Victims experience rape as a terrifying trauma where they often fear for their lives."

7

MYTHS and FACTS:

Myth: Sexual assault happens only to women.

Fact: Men are victims of sexual assault, too.

8

MYTHS and FACTS:

Myth: Most sexual assaults are committed by strangers in dark alleys.

Fact: Most assaults are committed by someone the victim knows.

9

MYTHS and FACTS:

Myth: Rape does not happen very often.

Fact: Rape is the most common violent crime in the US.

10

MYTHS and FACTS:

Myth: Victims "ask for it" by dressing or behaving provocatively.

Fact: Acting seductively is not inviting assault.

11

MYTHS and FACTS:

Myth: You can't blame a guy if he's drunk and things get out of hand.

Fact: Drinking is never an excuse for assault.

12

MYTHS and FACTS:

Myth: Many accusations of sexual assault are bogus.

Fact: Less than 2% of reported rapes are false.

13

BARRIERS TO REPORTING

- FEAR of harm
- Embarrassment
- Denial
- Co-occurring offenses (Alcohol or drug charges)
- Reputation
- Lack of Knowledge
- Fear for career
- Fear that they will be blamed
- Fear that no one will believe them

14

Reporting Options

- **Unrestricted Report**:
  - Report to Commander
  - Law Enforcement

  Medical Services Received
  Investigation Initiated

  Restricted Report:
  - Report to SARC/VA
  - Medical Personnel/Chaplain

  Medical and Advocacy Services Received
  No Investigation Initiated
  Commander not notified

15

SAPR PROGRAM RESPONSIBILITIES

- ***The State Joint Force Headquarters (JFHQ) Sexual Assault Response Coordinator (SARC) is the center of gravity for all sexual assault prevention and response efforts within the state.***
- ***The JFHQ SARC manages and directs the JOINT NG program through the ANG SARCs at each Wing, and through trained Victim Advocates (VAs) at each ANG Wing, and ARNG Battalion.***

16

SAPR PROGRAM RESPONSIBILITIES

- ***The State Joint Force Headquarters (JFHQ) Sexual Assault Response Coordinator (SARC) assigns a Victim Advocate for each reported case.***
- ***In general, the VA's mission is to:***
  - ***Provide first-response support to victims and guide them to immediate resources***
  - ***Record and report case details***
  - ***Be knowledgeable about national, state or territory, and local sexual assault support services, both military and civilian***
  - ***Provide information and guidance on sexual assault issues for both unit command and unit members***

17

SUPERVISOR/MANAGER SAPR RESPONSIBILITIES

- Understand goals of the SAPR Program are to provide victim-centered care to anyone who discloses sexual assault in the National Guard.
- Create a work environment free of sexual harassment. An environment rife with SH can lead to the more serious crimes of sexual assault.
- Know the state JFHQ SARC. Immediately refer any disclosures of sexual assault by a TN to the SARC.
- If unsure if the disclosure is SA or SH, allow the SARC to make that determination and protect the victim's confidentiality.

18

SUPERVISOR/MANAGER SAPR RESPONSIBILITIES

- Be Cautious of causing secondary victimization
- It is caused by other people's responses to the assault
- Don't display attitudes that either directly or indirectly make the victim feel blamed for the assault.
- Secondary victimization only increases the trauma the victim has experienced.
- Refer victim to the SARC Immediately!

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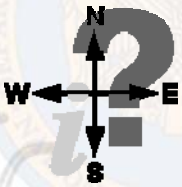
Questions



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