

ARTICLE I

GENERAL PROVISIONS

Section 1.1 – Preamble:

This agreement is entered into under the provisions of [Public Law 95-454](#), by and between the Adjutant General of New Hampshire, hereinafter referred to as “Employer”, and the Granite State Chapter of the Association of Civilian Technicians, Inc., hereinafter referred to as “Labor Organization”.

Whenever language in the 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.

Section 1.2 – Coverage:

- a. It is hereby certified that the Association of Civilian Technicians has been designated and selected by a majority of the civilian technicians to the New Hampshire Army/Air National Guard as their representative for purposes of exclusive recognition, and that pursuant to [Public Law 95-454](#), the said organization is the exclusive representative of all the civilian technicians in such unit: Army and Air from here on in as identified as NHNG (New Hampshire National Guard) unless specifically addressed.

INCLUDED: All New Hampshire Army/Air National Guard wage grade and general schedule civilian technicians employed in the State of New Hampshire.

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

- b. This agreement, to include all articles therein, is applicable to identified bargaining unit civilian technicians in the New Hampshire Army/Air National Guard.
- c. It is agreed that for the purpose of this agreement, reference to the word, “he” is intended to include both the masculine and feminine genders, unless otherwise specifically addressed therein.
- d. The Adjutant General of New Hampshire, a State appointed official, enters into this agreement under the provisions of [Public Law 90-486](#), which gives him the statutory function of employing and administering civilian technicians as federal employees. This agreement is solely for the purpose defined in Section 1.3 below and in no way encumbers or places any liability on the State of New Hampshire.

Section 1.3 – Laws and Regulations:

- a. It is agreed that in the administration of all matters covered by the agreement, officials and technicians are governed by existing or future laws and regulations of appropriate authority, including policies set forth in the [Code of Federal Regulation \(CFR\)](#); by published agency [policies and regulations](#) in existence at the time the agreement was approved, as appropriately bargained and by subsequently published government wide polices and regulations, or authorized by the terms of a controlling agreement at a higher level.
- b. In accordance with [5 United States Code 7106](#), the employer (Management) retains the right to:
 - (1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
 - (2) In accordance with applicable laws-
 - (a) to hire, promote, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
 - (c) with respect to filing positions, to make selections for appointments from-
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - (d) to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 1.4 – Matters Appropriate for Consultation or Negotiation:

All matters appropriate for consultation or negotiation, at the State or local level, in accordance with Public Law or regulation, will be addressed upon request of either party provided they are not covered by the terms of this agreement.

Section 1.5 – Meetings at the Local Level:

It is agreed that the local commander/senior supervisor or his representative will meet at the request of the Labor Organization or at times mutually agreed to with the local chief steward or Labor Organization representatives to confer and attempt to resolve appropriate matters. For the regular meetings, subject matter will be exchanged in advance of the meeting. For other

meetings, the party requesting the meeting will furnish the subject matter in advance of the meeting.

Section 1.6 – Meetings with the Employer:

The Employer or his representative and representatives of the Labor Organization shall meet at the request of either party 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 policies set forth in the [CFR](#), published Agency policies and government wide regulations. Subject matter will be exchanged in advance of the meeting.

Section 1.7 – Impact and Implementation Bargaining

- a. Employer exercise of a management right that changes a condition of employment is subject to impact and implementation (I&I) bargaining to the extent required by [5 U.S.C 7106\(b\)\(2\) and \(b\)\(3\)](#), and any change thereto. To the extent consistent with those provisions and any change thereto, the procedures in paragraph b apply.
- b. The Employer will notify the Labor Organization in writing of an exercise of a management right that changes a condition of employment. The Employer will hold implementation of the change in abeyance pending completion of I&I bargaining, including any resolution of an impasse by the [Federal Service Impasses Panel](#), unless: (1) the Labor Organization fails to inform the Employer within ten (10) working days of receipt of the notice that the Labor Organization demands bargaining; or (2) the necessary functioning of the agency requires that implementation occur before completion of bargaining. With regards to (2), the Employer will provide the Labor Organization a written statement of the facts and reasons upon which the Employer bases an assertion that the necessary functioning of the agency requires implementation before completion of bargaining.

Section 1.8 – Rights of Civilian Technicians:

- a. The Employer and the Labor Organization agree that each civilian technician has the right, freely and without fear of penalty or reprisal, to form, join and assist the Labor Organization or to refrain from any such activity and each civilian technician shall be protected in the exercise of this right.
- b. Except as otherwise expressly provided in [Public Law 95-454](#), the right to assist the Labor Organization extends to participation in the management of the Labor Organization and acting for the Labor Organization in the capacity of a Labor Organization representative, including presentation of its view to officials of the Executive Branch, the Congress or other appropriate authority.
- c. The Employer shall take the action required to assure that civilian technicians within the Agency are apprised of their rights, under [Public Law 95-454](#), and that no interference, restraint, coercion, or discrimination is practiced within the Agency to encourage or

discourage membership in the Labor Organization. This agreement does not preclude any civilian technician in the bargaining unit, regardless of Labor Organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations or policy or from having a Labor Organization representative in a grievance or appeal action.

- d. The Employer agrees that, as part of orientation, all new civilian technicians appointed to a position in the bargaining unit shall be informed of the Labor Organization's exclusive status and will be advised of their right to join or not join the Labor Organization. They will be informed that the name, telephone number, and location of their shop steward is posted on a bulletin board in their work area.
- e. The Employer agrees to afford newly appointed civilian technicians and the shop steward time to meet for the purpose of orientation of the LMRA (Labor Management Relations Agreement). This time shall be subject to the supervisor's approval, and the supervisor shall have the right to be present and participate in the orientation. Solicitation of membership is prohibited during this orientation meeting.
- f. The Employer recognizes that the participation of civilian technicians in the formulation and implementation of personnel policies and practices affecting conditions of their employment, achieved through their own freely chosen organization, contribute to the civilian technician's well being and to the efficient administration of the New Hampshire National Guard.
- g. Management understands that certain circumstances associated with temporary duty assignments away from normal duty station may cause undue personal hardships with civilian technicians involved in that assignment, and therefore, any civilian technician unduly affected will be reconsidered as to his temporary duty assignment. A civilian technician, upon request, may be released from a temporary duty assignment if a qualified replacement is available and willing to work.
- h. Whenever possible, the Employer agrees to schedule and arrange for travel of civilian technicians to occur within each technician's standard work week.

Section 1.9 – Joint Responsibilities:

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

b. Orientation.

- (1) As a minimum, training sessions for New Hampshire National Guard supervisors and shop stewards shall be at mutually agreed locations.
- (2) At least one member from each negotiating team will be present at all training sessions in order to assist in the presentation or clarification of terms of this agreement.
- (3) All participants in the training sessions will attend in a duty status.

- c. Identification of Facts.** The Employer and the Labor Organization agree that neither party shall present a charge, defamation, intimidation, or wrong-doing against a person or an employee of the civilian technician program without a complete identification of the facts to include identification of the accusing party or parties.

Section 1.10 – Employer Obligations:

- a. The employer agrees to produce and furnish a copy of this agreement to all presently employed civilian technicians of the bargaining unit and to each new civilian technician of the bargaining unit at the time of initial employment. The Labor Organization will be furnished 100 copies of this agreement and the Employer will provide all necessary copies for third party proceedings.
- b. The Employer agrees to furnish to the Labor Organization for its internal use only, a schedule of authorized bargaining unit positions as well as the names of civilian technicians, their grades and position titles as defined in the agreement for all civilian technicians in the bargaining unit, as required.
- c. The Employer agrees to notify the Labor Organization, prior to implementation of any changes in personnel policies, practices and matters affecting working conditions.
- d. The Employer agrees, wherever possible, within space and funding limitations, to furnish each civilian with a personal locker.

Section 1.11 – Labor Organization Obligations:

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

Section 1.12 – Rights of the Labor Organization:

- a. A representative of the Labor Organization 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 conditions of employment.
- b. Labor Organization representatives shall be excused from duty without loss of pay or charge to leave to receive information, or orientation relating to matters of mutual concern to the Employer and Labor Organization. Areas of mutual concern may include matters relating to pay, working conditions, work schedules, civilian technician grievance procedures, performance ratings, adverse action appeals, as well as Agency policy and negotiated agreements pertaining to them.
- c. 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 provision of the applicable portions of the [CFR](#).
- d. The Employer agrees that there shall be no restraint, interference, or coercion against any Labor Organization official or steward and that no officer or steward will be transferred from one work assignment to another for the purpose of discrimination against such officer or steward because of their performance of proper Labor Organization functions.
- e. The Employer will provide to the Presidents of the Labor Organization the names and work locations of new civilian technicians on a monthly basis.

References:

Public Law 95-454: <http://www.dol.gov/oasam/programs/crc/Civil-Service-Reform-Act-1978.pdf>

Public Law 90-486: <http://www.law.cornell.edu/cfr/text/32/536.96>

Code of Federal Regulations (CFR): <http://www.law.cornell.edu/cfr/text>

Agency policies and regulations: <https://www.nh.ngb.army.mil/employment/policy>

5 U.S.C 7106(b)(2) and (b)(3) <http://www.law.cornell.edu/uscode/text/5/7106>

Federal Services Impasses Panel: <http://www.flra.gov/fsip>

Leave Without Pay (LWOP): <http://www.opm.gov/feddata/gppa/gppa15.pdf>

