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12/98



*Adjutant General of Michigan*

**Agreement between the  
 Association of Civilian Technicians  
 and the  
 Adjutant General of Michigan**

**Expires December 1998**

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**AGREEMENT  
DEPARTMENT OF MILITARY AFFAIRS  
STATE OF MICHIGAN  
AND  
THE MICHIGAN STATE  
COUNCIL OF THE  
ASSOCIATION OF CIVILIAN TECHNICIANS, INC.**

**PHILOSOPHY STATEMENT**

We have negotiated an agreement that will accomplish the mission of the Michigan Air National Guard (MI ANG) while protecting the employees of each unit and fostering an atmosphere of partnership while practicing the efficient stewardship of the resources entrusted to each individual. We believe that all people want to be involved in decisions that affect them and their lives, care about their jobs and each other, take pride in themselves and their contributions, and want to share in the success of their efforts. We will continue to pursue solutions that promote mission accomplishment and military readiness, increased quality and productivity, customer service, efficiency, quality of work life, employee empowerment, and organizational performance, while considering the legitimate interests of both parties and the community.

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.

**ARTICLE 1  
GENERAL PROVISIONS**

**SECTION 1.1 PREAMBLE:**

This Agreement is executed pursuant to the exclusive recognition granted the Michigan State Council of the Association of Civilian Technicians (hereinafter referred to as the Association (as defined in the Glossary) by the Adjutant General of Michigan, Department of Military Affairs (hereinafter referred to as the Employer and as defined in the Glossary).

**SECTION 1.2 UNIT OF RECOGNITION:**

The Unit to which this agreement is applicable is comprised of all technician personnel (hereinafter referred to as the employee) employed by the Michigan Air National Guard except employees excluded by law.

### **SECTION 1.3 PURPOSE OF THIS AGREEMENT:**

a. The purpose of the parties in entering into this agreement is, but not limited to:

(1) Insure technician participation in the formulation of personnel policies and procedures through Impact and Implementation (I&I) bargaining by the Association.

(2) Promote and improve the efficiency of the administration of the Michigan Air National Guard and the well-being of its employees within the law.

(3) Provide for the highest degree of efficiency in the accomplishment of the operation of the Michigan Air National Guard.

(4) Establish a basic understanding relative to personnel policies, practices, and procedures and matters affecting other conditions of employment within the jurisdiction of the Employer.

(5) Provide a means for the amicable discussion and adjustment to matters of mutual interest.

(6) Promote employee communication and information on personnel policies and procedures.

b. The Association agrees to support the Employer in its effort to eliminate waste, combat absenteeism, conserve materials and supplies, insure timely completion of work, improve the quality of workmanship, encourage the submission of improvements and cost reduction ideas, prevent accidents, and promote the development of good will.

### **SECTION 1.4 PROVISIONS OF LAWS AND REGULATIONS:**

a. The administration of all matters covered by this agreement and all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Association, will be governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time the agreement is approved, and by subsequently published agency policies and regulations required by law.

b. The Employer retains the rights as defined in Section 7106(a), Title VII Public Law 95-454, in accordance with applicable laws and regulations:

(1) To direct technicians of the Agency;

(2) To hire, promote, transfer, assign, and retain technicians in positions within the Agency;

(3) To suspend, demote, discharge, or take disciplinary action against technicians for just cause;

(4) To relieve technicians from duties because of a lack of work or for other legitimate reasons;

(5) To maintain the efficiency of government operations entrusted to them;

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

c. Nothing in this agreement will require an employee to become or remain a member of the Association, or to pay money to the Association except pursuant to a voluntary, written authorization by a member for payment of dues through a payroll deduction allotment or direct payment.

### **SECTION 1.5 MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION:**

a. It is agreed that matters appropriate for consultation and negotiations between the parties will include but are not limited to personnel policies, practices and matters affecting working conditions including such matters as safety, Labor-Employer relations, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, reassignments, reduction in force procedures, and hours of work.

b. The Association and the Employer will meet and confer with respect to personnel policies and practices and matters affecting working conditions at both State and Local levels. Meetings will take place monthly or by mutual agreement. In matters of urgency, either party may call a meeting as necessary and mutually agreed upon. Agenda items, if used, will be exchanged not less than five working days in advance of the meeting. The agenda will not preclude discussion of any additional items. All meetings will take place during normal working hours. Minutes of each meeting may be taken and provided as mutually agreed upon. The minutes of the meeting will not, if taken, constitute a letter of agreement. The employer and the Association agree to render decisions on issues not resolved at the monthly meetings within two working days unless mutually agreed on at a later date.

c. The Employer agrees not to make changes in personnel policies, practices and/or working conditions, which are within their authority, to include proposed TQM recommendations and shop policies affecting personnel, without prior notification to, and Impact and Implementation bargaining with the Association.

## SECTION 1.6 JOINT OBLIGATIONS:

a. Orientation training for all employees on the Agreement will be jointly conducted by the negotiating team within 30 days after NGB approval of and concurrent with distribution of the Agreement and the Employee Handbook.

b. Refresher training on the Agreement and any modifications thereto will be jointly conducted by the negotiating team in February of each year for the life of this Agreement.

c. Association officials may attend formal supervisory training sessions. The Employer may attend formal Association steward training sessions.

d. The Employer and the Association will enter into a Partnership in accordance with Executive Order 12871. The goal of the Partnership will be to create an atmosphere of mutual trust and respect which will further the agency mission and foster a more productive and cost effective service to the agency customer. This will be accomplished by recognizing and utilizing each individual's ideas and knowledge in innovative ways, thus enhancing the working conditions and morale of all members. The parties agree to establish a Partnership Council at each base consisting of equal members which will meet regularly to:

- Administer the Labor Agreement
- Resolve disputes as required.
- Negotiate, as required, over subjects to include 5 USC 7106(b)(1).
- Further Quality implementation and institutionalization.
- Promote training and education to meet the needs of the Partnership.

e. The partners will pursue solutions and decisions utilizing Interest Based Bargaining (IBB) techniques and consensus decision making. Decisions pursued by the Partnership Council will promote the following points while considering the legitimate interests of both partners:

- Mission accomplishment
- Increased quality and productivity
- Customer service
- Efficiency
- Quality of work life
- Member empowerment
- Organizational performance
- Military readiness
- Community relations

## SECTION 1.7 EMPLOYER OBLIGATIONS:

- a. The employer agrees to furnish the Association 200 copies of this agreement plus sufficient copies for each member of the bargaining unit. The Association is then free to distribute the agreement to unit members. The Employer will also provide a copy of this agreement to every supervisor.
- b. The Association will be notified by the employer (Base HRO) of the accession of new employees. This notice will include the employee's name, job title, pay grade, work area, phone number, immediate supervisor, and starting date. The new employee will be provided a list of assigned stewards and their locations, phone number, LAN address, and area of responsibility at their employee orientation by the Base HRO. Such information will be posted on the LAN if the system is available.
- c. The Base HRO will maintain a current seniority listing for all bargaining unit employees and provide copies to supervisors and the Association in January and July of each year.
- d. The Employer will annually furnish the Association a current schedule of all bargaining unit positions and personnel to include name, grade, position title, functional area, and seniority in January and upon request.
- e. The employer will furnish the Association a current listing of bargaining unit and non-bargaining unit personnel annually in January and upon request. The Employer will notify the Association in writing of any changes to this list.
- f. The employer reaffirms its obligation not to interfere with, restrain, coerce, or otherwise take detrimental action towards any Association official or steward who is performing a representational function as provided for under the terms of this agreement.
- g. The Employer will provide a PDO account for each chapter of the Association for the distribution of all pertinent Technician Personnel Regulations and Technician Personnel Pamphlets and make available during normal work hours policies and directives of the agency, National Guard Bureau, and the Office of Personnel Management. The Association is entitled to sign out any and all regulations applicable to employment matters.
- h. The employer agrees to distribute to employees annually informational literature provided by OPM-approved Health Plan. Also a health plan fair will be held before or during the OPM approved open season for health benefit changes. Employees in a duty status will attend in that status.
- i. Technicians will be issued base entry decals in accordance with AFR 115-15-6(d)(4)(d). Upon request, technicians will be issued a civilian ID Card (AF Form 354) which will reflect the employee's social security number.

j. The Employer will provide the Association with a current listing of HRO personnel annually in January, upon change, and upon request. Such information will be posted on the LAN.

k. The Employer will advise the Association and/or bargaining unit employees of any known or suspected delays in personnel actions in excess of normal processing time.

l. The Employer will, on a quarterly basis, provide the Association a consolidated listing showing all Air Force Form 1510 actions.

## **ARTICLE 2 ASSOCIATION OBLIGATIONS, RIGHTS, REPRESENTATION, AND USE OF FACILITIES**

### **SECTION 2.1 ASSOCIATION OBLIGATIONS:**

a. The Association is responsible for representing the interests of all employees in the unit without discrimination or regard to Association membership.

b. The Association agrees to furnish and maintain for the Employer a current list of all Association officers and stewards, to include information on the work area that each steward represents, name, phone number, LAN address, and area of responsibility.

c. The Association agrees to provide the Employer with three copies of the constitution and by-laws of each chapter and current changes.

### **SECTION 2.2 RIGHTS OF THE ASSOCIATION:**

a. A representative of the Association will have the right to be present in any formal discussion of personnel management policy matters between the Employer and employees.

b. An Association representative will be in a work status to receive information, briefings, or orientations relating to matters of mutual concern to the Employer and the Association. Areas of mutual concern may include, but are not limited to: matters relating to pay, working conditions, work schedules, technician grievance procedures, performance ratings, performance rating appeals, adverse action appeals, as well as Agency policy and negotiated agreements pertaining to them.

c. An employee who is elected or appointed to serve full-time as a national or state representative or officer with the Association may be granted LWOP for one year. An extension for an additional year may be granted upon request of the employee and with the approval of the Employer. The employee's rights and privileges will be protected under the applicable portions of the Federal Personnel Manual or its replacement.

d. Association executive board members may be provided a government vehicle for use during representational duties and Labor/Employer meetings, for commuting between Headquarters Lansing, Battle Creek ANG Base, and Selfridge ANG Base. Vehicles will not be authorized for any internal Association business.

### **SECTION 2.3 ASSOCIATION INTERNAL BUSINESS POLICY:**

a. The Employer recognizes elected Association officers and stewards as representatives of the Association for the purpose of consultation, conferences, and other Association responsibilities. The Association may appoint a substitute officer or steward in the event of a transfer to maintain continuity in labor management relations.

b. The number of stewards required will be those necessary to adequately represent all employees within a work area or shop as designated by the Association in consultation with the Employer.

c. Internal Association business such as soliciting membership, administrative duties, collection of dues, election of officers, meetings, and posting and distributing literature will be conducted during non-working hours for the employee involved.

d. Officers, stewards and employees involved in Association activities will obtain their supervisor's approval at least twenty-four hours in advance concerning any Association activity which will require taking annual leave or LWOP unless waived by the Employer.

### **SECTION 2.4 ASSOCIATION OFFICIALS ATTIRE:**

a. Association officers and stewards will not be required to wear the military uniform while engaged in the following:

(1) Performing representational duties during formal hearings that are four hours or greater in length.

(2) Representing or appearing as a witness for the Association during third party proceedings.

(3) While serving as a member of the Association's negotiating team.

(4) Representing the Association during Labor-Management committee meetings that are in excess of four hours in duration.

(5) Official time may be used for changing to or from the military uniform at the work site.

b. Employees in the bargaining unit will not be required to wear the military uniform while engaged in grievance proceedings that have reached the arbitration level or beyond or other

agency administrative hearings in which the employee is an appellant. Official time will not be used to change to or from the military uniform for bargaining unit employees.

#### **SECTION 2.5 VISITING REPRESENTATIVES:**

a. Representatives of the Association's national organization may visit a unit installation at any time on official business subject to the Association informing the Employer, normally in writing, at least twenty-four hours in advance of the:

- (1) Name of Association official visiting.
- (2) Association position held.
- (3) General purpose of visit.
- (4) Time and duration of visit.
- (5) Name of any employer official to be contacted.

#### **SECTION 2.6 REPRESENTATION DURING DEPLOYMENTS:**

a. In the event of a temporary duty (TDY) deployment in a technician status, the Association may designate an individual so deployed as the Association representative and will notify the Employer by letter within five working days prior to deployment. The Association representative will have the authority of a shop steward.

b. An Association official has the right to be present at deployment briefings. Any such officials will be required to have the appropriate security clearance to attend classified briefings.

c. Before deployment, all affected bargaining unit personnel will be briefed by the Employer no later than three workdays prior to the departure. The Association will be briefed at least two days prior to the employee briefing. All attendees at all briefings will have the proper security clearance. The briefing will include, but not be limited to; type of travel, type of quarters, types of meals and meal options, and names of the supervisors in charge of all aspects of the deployment. A deployment briefing letter may be used in lieu of a formal briefing when ten or less technicians are deploying but will cover all topics listed above and will provide an informed source for questions and concerns. When use of government meals is applicable, the days affected will be identified and the need explained. Under conditions of operational emergency requiring deployment, an employee will be afforded a twenty-four hour advance notice unless the circumstances of said emergency dictates a shorter notice to meet mission requirements of the Michigan Air National Guard.



## SECTION 2.7 ADMINISTRATIVE LEAVE FOR ASSOCIATION OFFICIALS:

- a. The Employer agrees to authorize a total of forty eight days administrative leave each calendar year for the Association Executive Board to attend conferences and conventions.
- b. The Employer agrees to authorize certified stewards one day of steward training per year which will be given by the Executive Board.

## SECTION 2.8 OFFICIAL TIME FOR ASSOCIATION OFFICIALS AND REPRESENTATIVES:

a. During official time, employees, Association officials, or Association officers will obtain authorization from their immediate supervisor to discontinue work for the purpose of Association representation and will notify their immediate supervisor upon return to work. Approval will be given except in situations that would seriously affect the workload. In such cases, the employee, Association official, or Association officer will be released at the earliest opportunity. The representative will sign out and sign in on the AF Form 1510. Representatives will notify the supervisor of the area being visited. The Association will require that employees normally utilize Association representatives in their designated shop or work area when the requirement for representation arises. However, employees will not be denied their choice of representative. An Association official granted official time for representational functions will keep their supervisor informed of their location in the event they need to be recalled for mission requirements and/or emergencies.

b. Elected or appointed Association representatives will be granted official time when:

(1) Participating as a member of the Partnership Council.

(2) Acting as an employee's representative to discuss an employee's grievance with appropriate officials or the grievant.

(3) Requested by the Employer.

(4) Participating as an Association representative in an official conference between the Employer and the Association.

(5) Presenting appeals and grievances.

(6) Assisting the Employer in matters of mutual concern regarding working conditions, personnel policies, pay, work, schedules, employee grievance procedures, performance ratings, adverse action appeals, and other agency policies.

(7) Other occasions as approved by the Employer.

(8) Researching and formulation of information and material for all of the above.

## **SECTION 2.9 SPACE FOR ASSOCIATION MEETINGS AND TRAINING:**

The Employer agrees to furnish space as available at all facilities for the purpose of conducting Association business or meetings during non-work time of the employees. The Association will request such facilities a minimum of twenty-four hours in advance and will be responsible for returning the facility in the same condition received.

## **SECTION 2.10 OFFICE SPACE AND EQUIPMENT:**

On base office space of at least two hundred fifty square feet with utilities and dumpster access will be made available to the Association. The current Association office at Battle Creek is acceptable during the length of this contract. It will be secure and accessible after duty hours. Office space will not be reassigned or moved without prior negotiations with the Association. Class A and Class C phone and LAN capability will be provided. The Association will be responsible for any toll/long distance phone charges. The Employer agrees to provide monthly janitorial service to the Battle Creek Association office. The Employer will provide adequate office furniture and will make every effort to obtain a LAN capable computer for exclusive use of the Association in the Association offices.

## **SECTION 2.11 BULLETIN BOARDS AND BASE ENTRY DISPLAY SIGNS:**

a. The Employer agrees to furnish reserved space on bulletin boards for Association purposes. Such material will not be subject to prior screening by the Employer. The Association agrees that literature posted or distributed will not violate any law, applicable provisions of the agreement, the security of the activity, or contain scurrilous or libelous material. The Association will be responsible for material posted or distributed by its elected representatives. All material will be signed by an Association official. Unsigned material may be removed by the Employer. Any material removed from an Association bulletin board should be forwarded to the Association office. Association bulletin board space will be a minimum of four feet by four feet. The location of bulletin boards will be as negotiated by local Association officials and the Employer. Cost will be borne by the Employer.

b. The base entry display sign, if available, will be made available for ACT functions in accordance with applicable regulations.

## **ARTICLE 3 TECHNICIAN RIGHTS**

### **SECTION 3.1 RIGHTS OF TECHNICIANS:**

a. The Employer recognizes that the participation of employees in the formulation and implementation of personnel policies and practices affecting the conditions of their employment, achieved through their own freely chosen organization, contributes to the employee's well being and to the efficient administration of the Michigan Air National Guard.

b. An "open door" policy will be maintained by the Employer for an employee requesting information concerning their assignment or employment. The employee will submit requests for information and/or counseling through supervisory channels.

c. The parties to this agreement recognize that employees have and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist the Association or to refrain from such activity as provided by Title VII of the Civil Service Reform Act. This agreement does not preclude any employee, regardless of Association membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or policy, or from choosing their representative on grievance or appeal action; however, matters of personal concern brought to the attention of appropriate officials by employees of the bargaining unit using the negotiated grievance procedures may only be represented by themselves or by a representative of the Association. The employee will have the right to exercise grievance or appeal procedures negotiated under this agreement. Any adjustments of grievances or appeals must be consistent with the terms and conditions of this agreement. Each employee will have the right:

(1) To act for the Association in the capacity of representative and the right, in that capacity, to present the views of the Association to 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 with respect to conditions of employment through representatives chosen by employees of the unit.

d. The Employer agrees to utilize the downward chain of command to issue directives. Employees will use the upward chain of command to address or raise areas of concern.

e. Forms, letters, LAN addresses, documents, or correspondence relative to a technician's employment will be consistent with TPR 302.7.

g. Copies of regulations, publications, directives, and personnel policies concerning technician employment will be available in certain administrative areas and may be examined by an employee upon request. Requests to review regulations filed outside of the work area will be submitted to the employee's supervisor. Such requests will be approved depending on the work load requirements.

h. The Employer agrees, within space and funding limitations, to furnish each employee with a personal locker.

i. Separating employees will be provided official time to accomplish base clearance procedures.

j. If any employee is required to perform work outside of the employee's unit of assignment, all work will be coordinated through the employee's unit. Such work will be reflected in the employee's annual performance rating.

## **SECTION 3.2 PERSONNEL RECORDS:**

a. An employee will have access to records and/or information pertaining to the employee. Examination of actual records (as opposed to receipt of copies) will take place in the presence of those having custody of the records. An employee must provide written consent to the Employer before disclosure of records are made to a representative.

b. An employee or designated representative may obtain a photocopy of documents made available under Section 3.2a.

c. No record, file, or document pertaining to an employee will be made available to unauthorized persons.

d. Official Personnel Folders (OPF), including records maintained by employees/supervisors, will be purged in accordance with applicable regulations.

e. Employees will automatically be furnished a copy of each personnel document, adverse or laudatory, which will be made a part of the employee's OPF or supervisor's record.

f. The Employer will annually notify the employees of their statutory rights to Association representation. This will be done in conjunction with the employee's review of technician standards of conduct and will be annotated and acknowledged in the employee's supervisor's record. New employees will receive a letter explaining their statutory rights to Association representation which will be included in the employee's orientation package.

g. All NGB Form 904-1 remarks in section 12 will be initialed and dated by the supervisor and employee. Initialing by the employee acknowledges the entry and does not necessarily indicate concurrence. The date block of section 12 entries will reflect the date of entry of all remarks.

## **SECTION 3.3 PROBATIONARY EMPLOYEES:**

a. The Employer agrees to advise probationary employees of their progress prior to the end of the tenth month of their probationary period. The Employer also agrees to provide a formal feedback session with probationary employees prior to the end of their sixth month. This formal feedback session will be annotated and acknowledged in the employee's NGB Form 904-1.

## **SECTION 3.4 RETIREMENT:**

a. The Employer will provide a retirement planning program to be made available on an as needed basis in which all employees within five years of retirement eligibility may voluntarily participate without charge to annual leave. It will include individual counseling assistance, informational material, and/or information sessions.

b. Each employee who separates voluntarily or involuntarily (except by retirement) will be informed by the Employer as to their rights to file for disability retirement if they had at least five years (CSR employees, eighteen months for FERS employees) federal civilian service, the possibility of applying for a discontinued service annuity, and eligibility for deferred annuity at age 62 provided they have had at least five years of Federal Civil Service and leave their retirement allotment on deposit.

## **ARTICLE 4 WORKWEEK AND HOURS OF WORK**

### **SECTION 4.1 BASIC WORKWEEK:**

The basic work tour will consist of eighty creditable hours on a biweekly pay period. Work in excess of eighty hours per biweekly pay period will be compensated in accordance with applicable regulations.

### **SECTION 4.2 WORK SCHEDULES:**

a. Schedules must meet mission needs and not jeopardize safety or security. Each unit of assignment will negotiate its own work schedules from the following options:

- (1) Five days at eight hours.
- (2) Four days at ten hours.
- (3) Five/four/nine.

b. Work schedules will be established so that all employees will benefit from a maximum number of consecutive days off. Any situation that may require schedule changes will be negotiated with full disclosure.

### **SECTION 4.3 WORK PREFERENCE:**

a. When necessary to schedule shifts other than the normal day shift the Employer and the Association will negotiate shift hours. After establishing shift hours, the Employer will provide shift coverage utilizing the work preference system.

- (1) Employees will indicate their work preference in writing to their supervisor by 15 January. Shift assignments will be made as soon as practicable.
- (2) Employees will be given their work preference according to their seniority provided that protection will be given to the efficiency of operations.

(3) Employees assigned to a shift in accordance with the work preference system may be required to remain on that shift for twelve months. An employee may be rescheduled for another shift if a hardship or extreme conditions exist. Employees will be advised of seniority rights, if any, when bumped from a shift.

b. Temporary employees will have seniority ranking only among other temporary employees.

c. Bargaining unit employees will not be denied premium shifts to non-bargaining unit employees provided the Employer has the option to retain the ratio of non-bargaining unit employees according to their ratio in the total work force.

#### **SECTION 4.4 CHANGE OF WORK SCHEDULES:**

Changes in the daily work schedule of an individual employee will be stated in writing at least five workdays in advance. Shift or scheduled changes for work sections will be posted five workdays in advance. Temporary changes to the daily work schedule as a result of unforeseen circumstances will be provided at least one workday in advance. These specific periods of advance notice for change are waived when the Employer determines that the organization would be seriously handicapped in carrying out its functions or Unit costs would be substantially increased.

#### **SECTION 4.5 COMPENSATORY TIME:**

a. When necessary to schedule work outside the normally scheduled workday such work will be implemented with consideration of the following factors:

(1) Voluntary assignments by seniority (high to low).

(2) Seniority (low to high).

(3) All employees will participate on an equal basis predicated on required skills.

b. The Employer has an obligation to provide timely notification of overtime work assignments. Every attempt will be made to give a notification period of at least three work days. If three days are not possible, volunteers will be solicited and assigned such overtime first. If no volunteers are available, employees will be required to perform overtime assignments without prior notification to accomplish critical mission essential requirements.

c. An employee recalled to work will receive compensatory time for no less than two hours provided he/she works for two hours. If recalled, the Employer guarantees at least two hours of work will be provided.

#### **SECTION 4.6 REST PERIODS:**

Break/Rest Period. A fifteen minute break/rest period will be given to employees mid-morning and mid-afternoon. If the employee is required to work during a normal break period he/she will be given a break period either before or after the normal break period.

#### **SECTION 4.7 LUNCH PERIODS:**

The lunch period will be an uninterrupted period if possible. If these conditions cannot be met, the employee will be provided an amount of time equivalent to his/her normal lunch period. The employee, with supervisory approval, may choose to be compensated during or at the end of the normal workday. If an employee does not receive a lunch period that day, the employee will receive compensatory time equivalent to a normal lunch period.

#### **SECTION 4.8 CLEAN UP TIME:**

The Employer agrees to allow employees who work with toxic or lubricant compounds a ten minute personal clean-up period prior to lunch and the end of the employee's work day.

### **ARTICLE 5 FLEXITOUR**

#### **SECTION 5.1 GENERAL:**

Flexitour is established to provide technicians an opportunity for a measure of control of their hours of work by providing more than one voluntary work tour.

#### **SECTION 5.2 NORMAL AND CORE HOURS:**

Each unit will negotiate its own normal and core work hours. Technicians authorized flexitour may choose to flex up to one hour earlier, one hour later, or one hour mid-day in conjunction with the lunch period. Individuals participating in flexitour may be scheduled to flex their lunch period to accommodate mission requirements. Volunteers will be used first; then by lowest seniority. When other shifts are necessary, personnel assigned to these alternative shifts will be authorized to flex except under extreme emergencies.

#### **SECTION 5.3 CATEGORIES:**

- a. There are three categories of consideration for flexitour:
- (1) Emergency/Personal Hardship: Used for short periods of time when an emergency or personal hardship exists
  - (2) Personal Needs: Priority placement based on a personal need for compelling reasons.

(3) Personal Convenience: Based solely on individual preference.

#### **SECTION 5.4 PROCEDURES:**

a. The Employer, in an attempt to allow as many technicians as possible to participate in flexitour while taking care to insure that mission requirements, personal safety, and security are given first priority, may establish the number of positions in each functional area authorized flexitour. Should flexitour assignments hinder mission accomplishment, supervisors are responsible for adjusting authorized levels.

b. Personnel will request flexitour during open season either the first two weeks of January or the first two weeks of July. Personnel requesting priority placement based on a compelling need may be required to document that need. Assignments will be effective the first pay period in February and August and will normally be for six months. Personnel authorized flexitour may choose to come off flexitour at any time, however, they may not be allowed back on flexitour until the next open season, except at the discretion of the first level supervisor. When a vacancy exists for flexitour, personnel denied flexitour earlier may be authorized to flex.

c. Supervisors will ensure adequate work is provided for personnel assigned flexitour and will authorize flexitour based on individual skills. When there are more technicians requesting flexitour than there are authorized positions, supervisors will authorize flexitour based on urgency of need in the order stated in Section 5.3 above. Requests based on personal convenience will be ranked according to seniority. Personnel requesting a subsequent tour based on a personal need will be considered ahead of any requests based on personal convenience.

d. When an emergency, personal hardship, or educational requirement exists, supervisors may authorize additional personnel to flex for short durations of time.

### **ARTICLE 6 LEAVES**

#### **SECTION 6.1 GENERAL:**

a. Annual leave will be administered on a uniform and equitable basis. Annual leave which will be earned during the leave year and credited to an employee's leave account, including leave already accrued, may be granted at any time during the year. Normally a minimum of twenty five percent of employees in a functional work area may be granted leave at a given time. Maximum number of employees scheduled for leave on a given day will be controlled by mission requirements.

b. The employer will strive to provide early planning for a liberal leave policy in conjunction with the Thanksgiving, Christmas, and New Years holiday periods to give employees an opportunity to plan for leave use.



c. An employee will be granted annual leave, sick leave, or LWOP for a death of the employee's family member in accordance with regulations.

## SECTION 6.2 SCHEDULING ANNUAL LEAVE:

a. Employees may be permitted at least two consecutive weeks leave during each calendar year. The supervisor will endeavor to provide employees their desired leave period by seniority.

b. Insofar as practical, the Employer agrees to provide employees with the dates of all scheduled activities for the current leave year by the first working day in January of each year.

c. Employees will submit requests for periods of annual leave not later than 15 January of each year at which time the Employer will resolve conflicts and post the approved leave schedule not later than 1 February each year. When a conflict exists between employees of the same work section desiring the same leave period, the conflict will be decided by seniority. Leave changes between employees may be allowed by the Employer provided another employee's selection is not disturbed by the change. All requests for leave will be retained by the Employer. In the event that someone cancels their approved annual leave, the first option will be offered to individuals that were previously denied leave.

d. An employee may request specific periods of annual leave during the leave year which has not been previously scheduled. The supervisor will be notified at least thirty days in advance of the desired period of annual leave.

e. The employee's first line supervisor will be authorized to approve requests of unscheduled annual leave. Day to-day requests for annual leave will be given an answer as soon as possible but not later than one hour after request is made.

f. Employees requesting unscheduled periods of annual leave will notify their immediate supervisor at least one workday prior to the period requested. For unforeseen circumstances, employees will notify and request leave approval from their first line supervisor or his/her designated alternate supervisor by the start of the employee's scheduled shift or as soon as possible.

g. The Employer may cancel approved annual leave in situations where failure to do so would impair mission accomplishment. Leave cancellations will only be made on an individual basis.

h. An employee may cancel leave at any time; however, due consideration should be given to fellow employees who also wish to participate in leave during that same period. A ten day advance notice of a decision to cancel previously scheduled leave should be given to the supervisor concerned. In the last 120 days of the calendar year, an employee who is in a use or lose leave status may be restricted from canceling previously scheduled leave.

### **SECTION 6.3 SICK LEAVE:**

a. When unable to report to work due to illness or injury, the employee is responsible for notifying his/her first line supervisor or designated representative no later than forty five minutes after the duty day starts. If unable to contact either of these, they may contact a centralized point of contact. In cases where the employee's illness or injury precludes timely notification, notification will be made as soon as possible. Where absence for incapacitating illness or injury is known to be for a period of more than one day, it is the technician's responsibility to inform the first line supervisor or designated representative of the date on which they expect to return to duty unless the nature of the illness would prevent them from doing so. In this event, every effort will be made by the technician to notify his/her supervisor of the anticipated duration of their absence.

b. An employee's written statement of the reason for illness that exceeds three days may be accepted by the Employer in lieu of a doctor's certificate when the employee did not seek the services of a doctor. On the fourth day of such illness it will be the responsibility of the employee to notify their supervisor that they are still ill. It will be the responsibility of the supervisor at that time to inform the employee that a written statement will be accepted or that a doctor's certificate will be required.

c. An employee may be counseled on the improper use of sick leave if the supervisor feels that the employee is abusing sick leave privileges. The employee may be placed on an observation period of up to six months to monitor sick leave abuse. If during the observation period the supervisor feels that the suspected abuse has not been corrected, the supervisor may take appropriate action. The supervisor will notify the employee at end of the observation period as to whether the suspected abuse has been corrected.

### **SECTION 6.4 FAMILY AND MEDICAL LEAVE:**

Medical and Family leave will be administered in accordance with the Medical and Family Leave Act, (Public Law 103-88), or its successor.

### **SECTION 6.5 MATERNITY LEAVE:**

a. Length of absences for maternity reasons will be determined by the employee, her physician and her supervisor. Leave will be granted under existing policies and regulations for leave. She may request in what order such absence will be recorded, i.e., sick leave, annual or LWOP.

b. Maternity light duty assignments will be made in accordance with article 8 section 8.6 b.

## **SECTION 6.6 CIVIC RESPONSIBILITIES:**

a. An employee is entitled to court leave for jury service for U.S., state, and local courts, and for witness service when not in an official capacity on behalf of a state or local government or when either party is federal, state or local government.

b. When an employee is excused or released by the court for any day or substantial portion of a day, he/she will be expected to return to duty, travel time permitting.

c. An employee who is a member of a community volunteer emergency service engaged in performing emergency service at the beginning of a duty tour may be administratively excused for an absence from duty upon presentation of a certificate from the head of such emergency service for such an absence.

d. Employees who volunteer as blood donors will normally be authorized four hours of excused absence, insofar as scheduling of donors and mission requirements will allow. The employee cannot receive monetary compensation for the blood donation. Employees who volunteer will be scheduled throughout the day to lessen the impact on the workload and reduce congestion at the blood donation center. This does not apply to the blood donation provisions of the Family and Medical Leave program. (23 FLRA no. 13, page 117.)

## **ARTICLE 7 VOLUNTARY PHYSICAL FITNESS PROGRAM**

### **SECTION 7.1 GENERAL:**

a. The parties of this agreement recognize the importance of physical fitness to the employees and the overall physical condition of those employees to the organization. Physical fitness of employees enhances the overall organizational goals of the Air National Guard and individuals are encouraged to participate. Employees are encouraged to participate in a program that is considered to be reasonable exercise of the cardiovascular system. However, it must be stressed that participation is voluntary and the individuals should participate in the program only under their personal physician's guidance and approval.

b. In this agreement, the parties seek a fitness program tailored to assist employees in meeting and maintaining physical fitness goals. The fitness program is designed to link self-image and self-esteem to promote a healthy lifestyle while improving performance. Employees are encouraged to achieve and maintain established standards of fitness.

### **SECTION 7.2 PARTICIPATION:**

a. All technician employees of the Michigan Air National Guard may be provided time to participate. In all cases participation must be conditional so as not to interfere with mission requirements. Approval will be limited to programs that are aerobic and exercise the

cardiovascular system. Participants may leave the work site during the exercise period but the activity must begin and end at the work site. Individuals who leave the work site must list the location and phone number in the event of recall due to operational requirements. This is an individual fitness program and cannot be used in conjunction with team sports.

b. Employees must complete a Physical Fitness Questionnaire annually and have it reviewed by organizational medical personnel prior to engaging in a physical fitness program. Additionally, a Physical Fitness Program Acknowledgment statement, which will be filed in the individual's supervisor's folder, will be completed by the technician prior to commencing in the program.

c. In order to insure effective scheduling for those who choose to participate in the fitness program, technicians will submit to their supervisor once every six months (September and March), in writing, their desire to participate in the program. Technicians who elect not to participate may, at the supervisor's discretion, be restricted from entering the program until the next six month cycle. Supervisors will make every effort to insure that all technicians who elect to participate are scheduled time in accordance with this agreement. Technicians who sign up for the program but fail to participate regularly will be considered non-regular participants and as such supervisors will not be required to schedule these people daily. (Non-regular participation is defined as not participating for at least one month.) Technicians who sign up but fail to participate for three consecutive months may, at the supervisors discretion, be dropped from the program and not allowed to reenter until the next sign up period. Regular participants will always be given preference over non-regular participants when mission requirements prevent all enrolled employees from participating.

### **SECTION 7.3 TIME:**

a. A one hour period two days a week will be provided to accommodate an exercise program. The days will be determined by operational requirements as approved by the supervisor. If there are scheduling conflicts, operational and administrative requirements will take precedence over individual physical training schedules.

b. The fitness program involves the use of official time. The Employer must review the proposed fitness program before the technician commences and the supervisor must conduct periodic reviews of technician participation to insure that individuals are actually engaging in approved physical fitness activities and utilizing official time productively and that safety considerations are being followed to avoid exercise-related injuries. Participants will be required to sign out/sign in from their respective sections as they participate in the program.

### **SECTION 7.4 DISQUALIFICATION:**

Employees who violate the provisions of this agreement may be disqualified from participation in the fitness program for up to one year. An annotation of the disqualification will be entered on the individual's NGB Form 904-1.

## ARTICLE 8 HEALTH AND SAFETY

### SECTION 8.1 GENERAL:

- a. The Employer's primary responsibility as set forth in these provisions is to provide and maintain a safe and healthful work environment. The Association agrees to support the Employer's health and safety objectives by encouraging employees to work in a safe manner, assisting in the dissemination of safety and health information to the unit, and alerting the Employer to health or safety hazards arising in the work place in accordance with established reporting procedures.
- b. The Employer and the Association will strive to meet their responsibilities as provided for in 5 Code of Federal Regulations Part 1960, Occupational Safety and Health Programs for Federal Employees.
- c. All employees will be responsible for personal visitors to the work area. They will provide prior notification to their supervisors. All tours or groups of individuals will be allowed access in accordance with local base policy.
- d. The Employer agrees to provide and maintain clean and adequate lunch areas adjacent to work areas within funding and space limitations.

### SECTION 8.2 SAFETY COMMITTEE MEMBERSHIP:

The Association will be given the opportunity to provide a member or participate on official time when otherwise in duty status, during any safety meeting/survey to include those conducted by the employer.

### SECTION 8.3 WORK SITUATIONS:

- a. Each employee will be responsible for and encouraged to report unsafe practices or conditions as required by appropriate Air Force Occupational Safety and Health Standards (AFOSH).
- b. When an employee feels that he/she is subject to conditions so severe that a short-term exposure would lead to imminent risk of death or serious bodily harm, the Employer, if he/she concurs, will grant the employee immediate relief from the imminent risk. If the Employer does not concur with the Employee, the Employee will immediately contact the base safety office for a decision on the matter. If the safety office agrees with the Employer, the Employer will perform said work. If the safety office cannot be contacted the assignment will be held in abeyance until the safety office is available for a decision. When such short-term exposure requires immediate resolution to a threat that would lead to imminent risk of death or serious bodily harm, and it is not possible to obtain Employer concurrence, the employee may, at their discretion, terminate the task and notify their supervisor.

c. The Employer will furnish all safety and environmental equipment and training required to perform the job properly, to include protection from the elements. Employees who fail to properly utilize available safety equipment may incur disciplinary action.

d. Appropriate arrangements for safe working conditions will be made when employees are required to work in any enclosed space under hazardous conditions or in a hazardous area.

e. Employees operating machinery or equipment will do so in accordance with the provisions of AFR-127-12, paragraph 11.

f. The Employer recognizes the need to minimize the exposure of personnel to intense noise. Hazardous noise areas will be posted in accordance with current directives.

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

h. Painting and use of hazardous solvents and/or sealants will not be performed in areas when other employees are working in these areas or adjacent affected areas, except for minor maintenance and touch-up painting. When polyurethane is used, areas may not be used by employees for other maintenance activities for at least six hours, unless air quality exceeds AFOSH standards.

i. Industrial Hygiene.

(1). The parties agree that within sixty days of the signing of this agreement, an Industrial Hygiene Committee, to be appointed by the parties, will present to the full bargaining committee its draft of a fair and effective cleaning process.

#### **SECTION 8.4 SAFETY PUBLICATIONS:**

a. Each major branch will have applicable safety manuals, directives, and regulations available to all employees.

b. The Employer will post information in all work areas concerning the availability and location of first aid and emergency medical assistance. An ambulance, or the most suitable conveyance available, will be utilized to transport an injured employee to a doctor or a hospital when necessary.

#### **SECTION 8.5 SAFETY INSPECTIONS AND ACCIDENT INVESTIGATIONS:**

The Employer will insure that there are adequate safety inspections of all areas occupied by employees as prescribed by applicable directives and regulations. The Employer will notify the Association of all scheduled inspections. The Association will be afforded the opportunity to accompany the inspectors.

## **SECTION 8.6 MEDICAL SURVEILLANCE PROGRAM:**

a. Employees that suffer work related injuries or illnesses will immediately report the incident to their supervisor. The employee will be counseled by the Employer on Worker's Compensation and other available options. The Employer will make every effort to expedite actions to provide timely settlements.

b. An injured employee returning to work with a medical certificate verifying that the employee is able to work with restrictions will be considered for light duty provided such work is available. The employee may be directed to the Employer's physician prior to the Employer making a light duty assignment decision.

## **SECTION 8.7 SMOKING POLICY:**

a. The Employer will maintain a smoke free work environment in all buildings and work areas. Smoking tobacco will be limited to designated areas outside of buildings and work areas.

b. Employees who wish to smoke during the duty day may do so in the designated areas outside of buildings and work areas. This time is considered break time and will not exceed the time allocated for the twice daily breaks.

c. The Employer will sponsor programs that will encourage technicians to discontinue use of tobacco products.

d. Designated smoking areas will be cleaned of smoking debris by those that use the area.

## **SECTION 8.8 HEAT AND COLD EXTREMES:**

a. The Employer and the Association will monitor extreme weather and environmental conditions. When such conditions adversely affect the overall mission, employee productivity, and morale, the Employer's Emergency Conditions Policy Letter will be implemented. The employer's Emergency Conditions Policy Letter will be posted in all work areas. Base closings will be publicized on the Air Commander's hot line and/or Audex. The phone numbers will be posted with the Employer's Emergency Conditions Policy Letter.

b. Activities in exposed areas of extreme weather conditions will be in accordance with applicable equivalent (wind chill) temperature charts (AFP 161-1-11).

c. The Employer and Association recognize the hazards of working in extreme cold and at the same time acknowledge the necessity for accomplishing certain tasks, to varying extents, even in the most extreme temperatures.

d. The Employer acknowledges that there are certain cold factors beyond which employees are incapable of performing sustained work. Under routine conditions employees will cease

outside work when the wind chill is -25 degrees F or colder, with the exception of aircraft launches in progress, aircraft recoveries, aircraft sheltering, and situations beyond the Employer's control, such as commercial deliveries.

e. A monitor assigned to maintenance control will be designated at each unit to monitor the wind chill factor. An assessment will be made on the hour to determine the wind chill factor. This assessment will be valid until the next hourly reading.

f. At Selfridge, the wind chill factor will be obtained from the Base Weather Station via telephone or the base-wide notification system. At Battle Creek the temperature and wind velocity will be obtained from the FAA tower. The Kalamazoo tower will be used in the event that the Battle Creek Tower is inoperative. If a gust condition exists, one-half of the gust factor will be used to determine the wind chill. For example, if the wind velocity is 10 knots gusting to 20 knots, 15 knots will be used. Reported peak gusts will not be used.

g. A designated Association official may verify the hourly readings if they have reason to doubt the accuracy of the figures provided.

#### **SECTION 8.9 WORK AREA CLEAN UP:**

Duties relating to the cleaning of work centers or offices will be assigned to employees in those areas on a fair and equitable basis. Such duties will not normally be assigned to employees when equivalent services are provided by a janitorial staff. All employees will share in the responsibility for the occasional cooperative area clean-up of unit facilities.

### **ARTICLE 9 ENVIRONMENTAL DIFFERENTIAL PAY (EDP) AND HAZARDOUS DUTY PAY (HDP)**

#### **SECTION 9.1 POLICY:**

Environmental Differential Pay (EDP ) will be administered IAW HQ MI Regulation 40-532. Negotiability of individual situations will be reviewed IAW FPM Supplement 532. Appendix J. The Association will be afforded equal representation and voting privileges on all local and state Air EDP related committees.

### **ARTICLE 10 PERFORMANCE APPRAISAL SYSTEM**

#### **SECTION 10.1 GENERAL:**

a. This article addresses the performance appraisal system as it applies to bargaining unit members.



(1). Performance ratings will be simultaneously signed and dated. Signing by the Employee acknowledges the rating but does not necessarily indicate concurrence.

(2). After the appraisal rating has been signed, there will be no subsequent changes made without the review of the employee and supervisor.

### SECTION 10.2 RATING :

a. Rating will be conducted as follows:

(1). Formal ratings for employees with last names beginning with "A" through "M" in October and "N" through "Z" in April.

(2). Informal feed back will occur for "A" through "M" in April and "N" through "Z" in October.

### SECTION 10.3 APPEALS:

a. The system will provide for an appeal in accordance with TPR 430 with the following chronological criteria;

b. Once an appeal has been filed, a hearing will be rendered within sixty work days with a decision being rendered within thirty days of the hearing.

c. The system will include the following address for submitting an appeal:

The Adjutant General of Michigan  
State Review and Appeal Board (MI TAG - HRO)  
Department of Military Affairs  
2500 South Washington Avenue  
Lansing, Michigan 48913-5101

### SECTION 10.4 PERFORMANCE APPRAISAL COMMITTEE:

a. The parties agree that within ninety days of the signing of this agreement, a Performance Appraisal Committee, to be appointed by the parties, will present to the full bargaining committee its draft of a fair and equitable rating system. This system will encompass a rating program which will include semi annual ratings, one formal and one informal feedback.

(1). The system must provide a simple, fair, and employee involved program, which includes the establishment of standards as well as positive motivation techniques to improve unacceptable performance.

(2). The system will include a glossary of terms to define words that the committee deems necessary.

**ARTICLE 11  
MERIT PROMOTION AND  
PLACEMENT OPPORTUNITIES**

**SECTION 11.1 PURPOSE:**

a. The purpose of this article is to establish procedures for locating, evaluating, and selecting employees for promotion within the bargaining unit. It will insure that all promotions to bargaining unit positions and certain other placement actions as set forth in b. below are made on a merit basis by means of a systematic and equitable procedure so that employees are given the opportunity to develop and advance to their full potential.

b. The terms of this Article will apply to the following placement actions within the bargaining unit;

(1) Filling a position by promotion.

(2) Filling a position with known promotion potential by reassignment, transfer, or reinstatement.

(3) Filling a position when applicants other than tenure I and II National Guard employees are to be considered.

(4) Filling a position by lateral reassignment if a vacancy announcement has been posted or a roster has been established pursuant to Article 11, Section 11.3, unless unforeseen circumstances of an extraordinary nature become known subsequent to the posting of a vacancy announcement or the establishment of a roster.

**SECTION 11.2 DEFINITIONS:**

a. Selecting Officials: Those who have the authority to request that Technician Position Notices be published to fill vacancies, interview, select, and nominate individuals for promotion.

b. Qualifications: A combination of experience, training, education, aptitudes, and potential which relate to the requirements of a specific position.

c. Promotion: The change of an employee:

(1) To a higher grade when both the old and the 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 a wage or general schedule to a job or grade with a higher representative rate under a different wage or general schedule.

d. Reassignment. The change of an employee from one position to another without demotion or promotion. Reassignment can be temporary.

e. Temporary Appointment: The appointment of a person to an authorized position with no retention or tenure status.

f. Final Approving Official: The Adjutant General, State of Michigan, has the final approval authority on all employee selections

g. Promotion Potential: Positions with known promotion potential are those from which career promotions are authorized, as outlined in this plan. They include:

(1) Career-ladder positions.

(2) Apprentice positions.

(3) Under-study positions.

(4) Positions filled at a grade below the established or target grade.

### **SECTION 11.3 VACANCY ANNOUNCEMENTS:**

a. Vacancy announcements will be advertised in a Technician Position Notice which will be prepared by the HRO and sent to all employees via the LAN and put on the Headquarters ANG tack board. Each base level HRO will maintain a posting of current vacancy announcements. The Association and each operational location will receive sufficient copies for posting on bulletin boards. As a minimum the position notice will contain the following:

(1) Who may apply.

(2) Position title, series, grade, salary, and location.

(3) Opening and closing dates of position notice.

(4) Equal Employment Opportunity statement.

b. Minimum qualification requirements will be as indicated in the published NGB minimum qualification requirements for excepted service positions, or the OPM qualification standards for competitive service positions. The Association will be provided with a complete file of all current NGB minimum job qualification requirements for excepted service positions presently occupied and any future new positions which may be announced under the provisions of this merit plan.

c. Closing date for acceptance of applications for a posted vacancy will not be less than fourteen calendar days following the date the notice is sent out. The application may be hand delivered to the base level HRO by the closing date. The HRO assistant will date stamp the application upon receipt. The employee may request a receipt.

d. Separate SF-171 and /or Resumes, must be submitted to the HRO for each position for which the applicant desires consideration. The applicant must clearly state the position for which applying.

#### **SECTION 11.4 AREAS OF CONSIDERATION:**

a. Merit/Recruitment:

(1) The normal minimum area of consideration for all vacancies is merit promotion/recruitment. Merit promotion eligibles will be referred to the selecting supervisor for first consideration. At no time will the names of the applicants in the recruitment package be revealed until all merit promotion candidates have been interviewed and a letter of justification for consideration of recruitment eligibles has been written and received by HRO.

(2) A further restriction in area/size may be imposed when manning within organizations or functional areas is at the authorized maximum level and manning funding limitations do not permit additional technicians within such organizations or functional areas.

(3) The Association will be notified by Base HRO when a selecting official requests the recruitment portion of a hiring package. If the Association questions the validity of the decision to consider the recruitment eligibles, upon request, the selecting official will discuss with the Association his/her decision. If a disagreement exists between the Association and the selecting official over the placement action, the decision to interview recruitment eligibles will be held in abeyance until reviewed by HRO and the Association is informed. A letter containing the HRO's decision will be forwarded to the Association if so requested.

b. Dual Bid:

(1) To enhance career progression, vacancies to bargaining unit positions may be announced simultaneously with other staffing methods. When positions are announced using this method they will be processed in accordance with the terms of this agreement.

(2) The selecting official should receive the entire package of applicants at one time. A letter from the Employer will accompany the package to the selecting official informing them of the desire that there will be absolutely no discrimination between categories of applicants and that each selection process under this program will be reviewed by the Assistant Adjutant General for Air. Each time dual bidding is used, the Association will receive a copy of the selection package from the HRO in order to avoid time consuming post audit investigations and to allow the Association to monitor such procedures.

(3) All selections will be based upon need for quality and experience factors contained in the position description for the announced vacancy or newly advertised position. Qualification requirements will be based upon criteria relevant to the duties and responsibilities, education, and experience requirements contained in the position description. No other factors will be considered. A qualification standard(s) for a position may not be modified after issuance of an announcement unless an incorrect standard has been mistakenly advertised in conflict with OPM or NGB standards. All candidates will be evaluated using identical qualification standards.

(4) A technician applicant selected for a dual bid position will maintain his/her employment status for the dual bid position.

### **SECTION 11.5 FILLING POSITIONS AT LOWER GRADES:**

a. Applicants for Federal Wage and General Schedule positions must qualify for positions at the grade levels in which they are advertised. However, if an applicant fills a position at a lower grade than the targeted grade, the employee may be promoted to the intermediate and/or fully authorized grade after the employee has met the qualification requirements for excepted service positions determined by the NGB and the HRO of Michigan.

b. Competitive technicians who fill positions at a lower grade must meet OPM "time-in-grade" requirements and the OPM Qualification Standards (Handbook 118) prior to promotion consideration to the next higher grade(s). Technicians who voluntarily apply for positions at a grade lower than their current grade will not receive grade or pay retention if selected.

### **SECTION 11.6 RESPONSIBILITIES:**

a. The HRO is responsible for:

(1) Determining whether applicants meet qualification requirements. If the HRO or the Association determines that assistance is required in determining the qualifications of applicants for a specific position, a Subject Matter Specialist will be selected. The Subject Matter Specialist will have a higher grade than that of the position to be filled, will not be the selecting official, and will be qualified in the area in which the vacancy exists

(2) Administering the Technician Merit Promotion Program and to ensure that legal and regulatory requirements are met.

(3) Furnishing advice and assistance to employees desiring assignment into other fields when requested.

(4) Publishing and distributing Technician Position Notices.

(5) Providing promotion certificates to selecting officials.

(6) Notifying employees absent on extended leave or TDY about position vacancies when they have so requested such notification in writing and furnished the HRO with a current address for notification purposes.

b. Selecting Officials are responsible for:

(1) Requesting technician vacancy announcements which will be submitted to the HRO on Standard Form (SF) 52.

(2) Advising and assisting employees in developing themselves for promotion.

(3) Providing objective appraisals of all applicants on the promotion certificate through interviewing and selecting the best applicant.

c. Employees will cooperate in carrying out these provisions by:

(1) Applying for desired positions when they meet established requirements.

(2) Ensuring that their Official Personnel Folder and records reflect current experience, education, and training status.

d. The HRO representative and the Subject Matter Specialist, if used, will evaluate applicants qualifications from information provided on the SF-171/Resume and/or Official Personnel Folder.

e. The Employer agrees that if selective placement factors are used, they will only be used in determining eligibility when they are essential to successful performance in the position to be filled. In such cases they will constitute a part of the minimum requirements for the position.

f. Applicants will be compared with the requirements of the position and if they equal or exceed the requirements they will be certified as qualified. If there are more than twelve (12) qualified applicants certified for a promotion, they will receive further evaluation which will result in determining whether an applicant remains "qualified" or is ranked "highly qualified".

g. The promotion certificate will be forwarded to the Association on the same date it is forwarded to the selecting official. The certificate will also include the name of the Subject Matter Specialist, if utilized, and a list of applicants not certified as eligible. Confidentiality of the promotion information will be maintained by the Association. The Subject Matter Specialist will not discuss the outcome of the qualification survey. The HRO will meet with the Association to resolve any problems or questions that arise about specific matters concerning the promotion certificate.

h. The selecting official will afford the opportunity for a personal interview to all applicants on the promotion certificate.

i. The selecting official will utilize only information contained in the selection package and the personal interview.

j. The HRO will notify, by letter, applicants who were not selected for placement on the promotion certificate prior to the start of the selection process. Specific information will be provided the applicant as to why he/she was not selected for placement on the promotion certificate.

k. The employee selected and all other applicants will be notified at the same time in writing by the HRO. If requested, eligible applicants considered but not selected will be advised by the selecting official on areas that could improve their opportunities in future actions.

l. In establishing the effective date for the promotion action, the selecting official will negotiate the release date with the losing supervisor. Normally release will be granted within two (2) weeks after final selection. The effective date will not be prior to the notification of all applicants. Exceptions will be requested from the HRO.

#### **SECTION 11.7 DETAILS, PROMOTIONS, AND REPROMOTIONS:**

a. Details will not exceed 120 days. To detail an employee for ten workdays or more, the supervisor must submit an SF 52, Request for Personnel Action, to the HRO in advance of the action.

b. When the Employer requires the duties of an established higher grade position to be performed for a period of more than thirty days, the employee will be temporarily promoted rather than detailed.

c. SF-50's reverting temporarily promoted Association members from supervisory positions back to the bargaining unit will include a statement reinstating the employee's Association dues withholding.

d. An employee may be promoted without competition when the position occupied is upgraded through classification.

e. An employee involuntarily demoted without personal cause is entitled to special consideration for repromotion. Employees who believe they are entitled to such consideration will forward a description of the circumstances with their application. Consideration of employees eligible for repromotion will precede efforts to fill the position by competitive procedures.

## **SECTION 11.8 REASSIGNMENTS:**

a. Before any written notification of reassignment is given to any employee(s) within the bargaining unit, the Association will be given reasonable advance notification and an opportunity to negotiate the matter, if appropriate.

b. If appropriate and before directing reassignment, volunteers will be solicited. Volunteers from a skill (as defined in the Glossary) to same skill situation will be selected by seniority. Volunteers being solicited to positions requiring different skills will be accomplished by utilizing applicable merit provisions.

c. Where there are no volunteers, an Employer directed reassignment will be made by reassigning the employee having the least seniority from a roster established by the Employer and consisting of employees having the qualifications needed for the position(s) to be filled.

## **SECTION 11.9 POST AUDITS:**

The Employer, upon request, will submit to the Association all material utilized in assessing the qualifications of the eligible candidates in the grieved promotion action. The Employer will assign a number only to each eligible candidate to maintain confidentiality. Confidentiality of the promotion materials will be maintained by the Association.

## **ARTICLE 12 POSITION DESCRIPTION AND CLASSIFICATION**

### **SECTION 12.1 ASSOCIATION RECOMMENDATIONS:**

The Association may make recommendations and present supporting evidence concerning the adequacy and equity of a standardized position description or position classification standard. The Employer agrees to review the presentation and advise the Association of the results of the review.

### **SECTION 12.2 NOTICE OF CHANGE IN POSITION DESCRIPTIONS:**

The Employer agrees to inform the Association as soon as possible when significant changes will be made in the duties and responsibilities of positions held by employees due to reorganization or when changes in position classification standards could result in classification changes or when changes will be made in position classification standards.

### **SECTION 12.3 APPEALS:**

a. Employees will have the right to appeal, in accordance with applicable laws and regulations, any position classification which the employee feels has been improperly classified.



b. Employees will be appraised of all rights regarding appeal upon notification that their position will undergo a classification downgrade. The Employer will assist employees with their classification appeal.

c. The impact of any notice of downgrading will be negotiated with the Association prior to implementation.

#### **SECTION 12.4 PRIORITY PLACEMENT:**

a. During the initial two year period of "grade retention", priority placement will be accomplished when any employment openings are available at the employee's previous grade provided he/she is otherwise qualified for the position. Priority placement will be made from a roster of "grade retention" eligibles.

b. For two years following the actual loss of grade, priority consideration for return to the old grade or one that is intermediate will be given all affected employees. Such priority consideration will include the right to training in the new job and qualification standing where this training is of such a nature that it can be completed within two years. The employee will make every reasonable effort to assure this training is completed within this period.

c. Downgraded employees under grade retention who refuse priority placement for a position outside a reasonable commuting distance will not lose their grade retention status.

#### **SECTION 12.5 REVIEW OF POSITION DESCRIPTIONS:**

a. We recognize the importance of true, complete, and current Position Descriptions. Employees have the right to:

(1). Review annually their Position Description in conjunction with the formal performance review.

(2) Receive a legible, current, and complete copy of their Position Description.

(3). Employees have the right to challenge their Position Description for validity of content when the employee feels the Position Description does not truly reflect the duties of the position.

(4). It is understood that Position Descriptions are not all inclusive of the duties associated with the position. The phrase, "other duties as assigned," in the position description will be interpreted in accordance with Technician Information Bulletin, Number 73-10. In order to help clarify the statement contained in position descriptions "Performs other duties as assigned", the following information is provided.

(a) The reason for requiring the statement "performs other duties as assigned" on all job descriptions is to establish the principle that the assignment of duties to technicians is not limited by the contents of the job description.

(b) Neither the listing of duties in a position nor the inclusion or omission of a statement regarding the performance of other duties affects the authority of the Employer to assign duties to a technician. If any "other duties" should be assigned with such frequency as to meet the definition of major duties, the job description must be revised.

(c) It is perfectly reasonable to assign additional like duties when necessary, but unreasonable to assign tasks beyond the Employee's qualifications. In unusual or emergency situations, duties which might not be reasonably related to a technician's position may have to be assigned. What may be acceptable practice in one situation may be unacceptable in another situation.

(d) Except as required by special circumstances, emergencies, or when understood as customary, supervisors should avoid assigning to technicians additional or incidental duties which are inappropriate to their positions and qualifications.

(5). Assignment of additional duties will be on a fair and equitable basis.

## **ARTICLE 13 TRAVEL AND TEMPORARY DUTY**

### **SECTION 13.1 TECHNICIAN DEPLOYMENT:**

a. The Employer understands that certain circumstances associated with TDY may cause personal or financial hardship with employees. An employee, upon request, may be released from a TDY assignment if a qualified replacement is available.

b. If funding and the option is available, employees may be allowed to deploy in either technician or military status.

c. If a technician is required by the Employer to attend a technical or FTD school, the technician will be in technician status in accordance with TPR 410. If the option is available, technicians may be allowed to attend mandatory technical training schools in military status.

### **SECTION 13.2 TRAVEL:**

a. Employees will normally be scheduled for official travel during the employee's normal duty hours. Employer directed travel time outside of the employee's normal work-hours will be compensated with compensatory time, except as excluded by statute.

b. Employees have the option of providing their choice of transportation for Employer directed travel. Official travel time for employees providing their own transportation will be the required time of the scheduled common carrier or the government furnished transportation.

### **SECTION 13.3 ORDERS:**

a. An employee's technician TDY order will denote Civilian pay grade and the military grade.

b. TDY orders will reflect that technicians attending military schools in technician status will not be required to perform incidental military duties such as Charge of Quarters, barracks chief, officer of the day, etc., but will be expected to perform the additional duties required of any civilian members.

### **SECTION 13.4 QUARTERS:**

During periods of TDY, employees will be provided quarters based on their military grade and in accordance with applicable provisions of DOD Joint Travel Regulations, Volume II. If adequate quarters are not available, contract quarters will be provided or a non-availability of quarters statement will be issued. The Employer agrees to provide the latest available information on the availability of quarters to the employee prior to the period of TDY.

### **SECTION 13.5 SENIORITY LIST FOR TEMPORARY DUTY:**

a. Each work unit will maintain a seniority list for deployments. When an employee has participated in or has been offered and refused participation in a deployment, the employee will be rotated to the bottom of the list until all employees in the work unit have been offered participation. The effect of the aforementioned is to ensure fair and equitable assignments to deployments.

b. Seniority selection does not apply to assignments for conferences and assigned additional duties. Seniority selection will apply when all other considerations are equal. Participation in these type assignments does not relieve the employee of the responsibility to participate in deployments.

c. Priority for compensatory time scheduling will be offered, regardless of seniority, to personnel scheduled for a specific military deployment who have insufficient military leave for that deployment.

## **ARTICLE 14 WAGE SURVEYS**

### **14.1 GENERAL:**

A representative of the Association will be granted administrative leave to present testimony/information at meetings scheduled by the local wage survey committee. The Employer will notify the Association as soon as practical 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 Agency to participate in the wage survey, the Employer will notify the Association who will nominate Association 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 Association to the team. The Employer agrees to furnish, at the request of the lead agency, wage survey supportive data needed to identify the numbers and classes of technicians covered by the survey. Copies of such data will be provided to the Association.

## **ARTICLE 15 CONTRACTING OUT**

### **15.1 GENERAL:**

In the event of a proposal to contract out, the Employer and the Association will act as equal partners during any contracting out studies. Such studies will include full disclosure of all data, including cost effectiveness. Impact and Implementation (I&I) Bargaining will be completed prior to implementation.

## **ARTICLE 16 REDUCTION IN FORCE AND FURLOUGHS**

### **SECTION 16.1 GENERAL:**

a. All reduction-in-force actions will be conducted under the terms of this Article and will use the provisions of TPR 300 (351) dated 22 Nov 1993 as a guide.

b. The Employer agrees to notify the Association of the need or possibility of a Reduction In Force (RIF) as soon as the Employer becomes aware. Throughout the life of the RIF, the Association will be provided with full disclosure of information and documentation related to the RIF, to include documents from the Department of Defense and the National Guard Bureau. Subsequent to this notice an agreement will be reached between the parties as to what procedures or other pertinent actions, not otherwise covered by this agreement, will be utilized in implementing the reduction-in-force action.

c. Prior to any reduction-in-force, the Association and the Employer will negotiate procedures to conduct a fair and equitable RIF.

#### **SECTION 16.2 PROCEDURES:**

a. Language pending.

b. Non bargaining unit employees will not compete with bargaining unit employees for bargaining unit positions in a RIF, reorganization, or transfer of function before the lateral placement or downgrade of all eligible bargaining unit employees into bargaining unit positions that have been mutually identified as being available for fill.

c. RIF will be seniority based as defined in the Glossary. Tie breakers will be the average of the last three performance ratings excluding the current rating of record.

d. No bargaining unit employee should rate another employee that they may compete with in a RIF.

e. Voluntary retirements and/or early out incentives will be offered if available. The process of offering the incentives will be negotiated on a case by case basis.

f. Job swapping may be used when permissible.

#### **SECTION 16.3 JOB FAIRS AND OUTPLACEMENT SERVICES:**

a. The Employer agrees to sponsor job fairs to aid in the placement of separated employees due to RIF actions causing termination of employment so long as the action affects a significant number of employees. As soon as possible after affected employees have received notice of a RIF action, the Employer will provide outplacement assistance in the form of employment counseling and registration for the types of positions and grade levels for which the affected employees are qualified, available, and eligible for consideration under governing regulations

b. Job orientations for RIF affected personnel to Agency positions will be on official time. Prior supervisory approval is required.

#### **SECTION 16.4 REEMPLOYMENT PRIORITY LIST:**

The Employer will maintain a Reemployment Priority List (RPL) for two years after employees have been released during a RIF. When a position becomes available, former technicians will be offered reemployment in the reverse order of release. The technician will be responsible for maintaining a current address with the Human Resource Office (HRO) in Lansing, Michigan.

## **SECTION 16.5 RIF PROCESS COMMITTEE:**

The parties agree that within thirty days of the signing of this agreement, a RIF Process Committee, to be appointed by the parties, will present to the full bargaining committee its draft of a fair and effective process. The Committee will ensure guidance is given for an attachment to the Specific Notice that includes detailed information on entitlements, rights and responsibilities, military position information, new supervisor's name and telephone number, and a time line.

## **SECTION 16.6 FURLOUGHS:**

a. Furloughs of thirty days or less are authorized under NGB Technician Personnel Regulation (TPR) 715. In the event the Employer determines a need to furlough employees for thirty days or less because of budgetary reasons and/or for some unforeseen circumstances, the Employer will provide the Association reasonable advance notification and opportunity to negotiate, if necessary.

b. Language pending.

c. If the release of all temporary employees does not alleviate the situation facing the Employer, volunteers will be solicited from among all permanent employees at the affected base. If this does not alleviate the situation, furloughs will be applied equally to all members of the affected base.

d. Furloughs in excess of thirty days will be accomplished in accordance with TPR 351 "Reduction in Force", this Agreement, and any procedures subsequently negotiated with the Association.

## **ARTICLE 17 TECHNICIAN DRESS STANDARDS**

### **SECTION 17.1 GENERAL:**

a. The Employer agrees to issue four sets of Battle Dress Uniforms (BDUs) or three sets of blue pants/skirts/shirts/blouses in addition to employee's original issue. Seasonal uniform will be the choice of the employee.

b. All stripes, patches, name tags, and badges will be issued and sewn on by the Employer for the life of this agreement.

c. A standard issue of socks and t-shirts will also be issued semi-annually.

d. Issuance of above items will begin 120 days after Agency approval of this Agreement.

**ARTICLE 18  
COMPETITIVE EMPLOYEES  
DRESS AND GROOMING STANDARDS**

**SECTION 18.1 GENERAL:**

The approved attire for competitive employees who perform their duties in an administrative capacity will present a business like appearance. Employees will maintain grooming standards conducive to a business environment.

**ARTICLE 19  
GRIEVANCE PROCEDURES**

**SECTION 19.1 GENERAL:**

a. The Employer and the Association recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in an orderly manner. To accomplish this, every effort will be made to settle grievances expeditiously at the supervisory level nearest their source. When two or more technicians wish to file a grievance on the same issue, a class action grievance (a single grievance) may be prepared and will be signed by each individual technician affected and will be submitted at step one of the grievance procedure.

b. Employees are assured that they may present grievances without fear of restraint, coercion, discrimination, or reprisal.

c. The Association has the right, on its own behalf or on behalf of any employee in the unit, to present and process a grievance under the terms of this Article. Employees have the right to present a grievance on their own behalf; however, an Association representative has the right to be present during the processing and proceedings of such grievances. In the event it is mutually determined the resolution responsibility for a grievance is at a specific higher level of the grievance procedure, intermediate steps may be by-passed by mutual agreement for the initial presentation; however, an informational copy of the written grievance will be forwarded without delay to all intervening steps.

d. Copies of reports of decisions, findings, and/or recommendations, whenever prepared, will be furnished to the aggrieved employee.

e. A grievance is any complaint.

(1) by any employee concerning any matter relating to the employment of the employee.

(2) by the Association concerning any matter relating to the employment of any employee; or

(3) by any employee, the Association, or the Employer concerning:

(a) The effect or interpretation, or a claim of breach of the terms of this agreement; or

(b) Any claimed violation, misinterpretation, or application of any law, rule, or regulation affecting conditions of employment.

#### **SECTION 19.2 REPRESENTATION:**

Employees may be accompanied, represented, or advised by representatives of their own choosing in presenting their grievance under the negotiated grievance procedure provided such representatives are approved by the Association.

#### **SECTION 19.3 GRIEVANCE PROCEDURES:**

a. This grievance procedure will be the sole procedure for all employees with the exception that 32 USC 709e adverse action cases are not subject to the negotiated grievance procedure. Disagreements between the Association and the Employer on questions of whether a grievance is over a matter that is covered by the grievance procedure will be referred to an arbitrator for a decision.

Step 1. A grievance will be presented by an employee, their Association representative, or both, informally and orally to the employee's first line supervisor. A prompt effort will be made by the supervisor to reach an amiable settlement within the same day it is presented, if possible. If a settlement cannot be reached, the grievance will be submitted in writing to the first line supervisor.

Step 2. Within five workdays after failure to settle the grievance at the employee's first line of supervision, the written grievance will be presented to the employee's designated intermediate supervisor. The intermediate supervisor will provide a written response to the grievant within five work days.

Step 3. If the grievance is not resolved by the intermediate supervisor, it will be submitted to the senior supervisor within five workdays. The senior supervisor will review all materials submitted by the grievant and by all supervisors involved. The senior supervisor may call for an interview of the grievant accompanied by the employee's representative, the grievant's peers, or any supervisors involved to determine the proper resolution of the grievance. The senior supervisor will respond not later than five workdays from receipt of the grievance.

Step 4. If the grievance is not resolved by the senior supervisor, the employee and/or the employee's representative may, within five workdays, submit the grievance to the Adjutant General, hand delivered or by certified mail, return receipt. The Adjutant General will provide a response to the grievance within seven workdays of receipt.



Step 5. Should the Adjutant General render an unfavorable decision in the matter and it is determined by the Association that the services of an arbitrator will be required, the Association will contact the arbitrators selected by the parties within five workdays after receipt of the response from TAG. The arbitrator who submits the earliest date convenient to the parties will be selected and so notified.

#### **SECTION 19.4 TIME LIMITS:**

- a. A reasonable amount of time, without loss of pay, will be granted employees for the presentation of grievances.
- b. A grievance may be presented concerning a continuing practice or condition at any time, but a grievance concerning a particular act or occurrence must be presented within a reasonable time after the act or occurrence.

### **ARTICLE 20 ARBITRATION PROCEDURES**

#### **SECTION 20.1 POLICY:**

- a. The Association and the Employer will maintain a list of four arbitrators. Names on the list will be selected as provided herein and may be removed at any time by either party; however, neither party may remove more than one name from the list each calendar year, except by mutual agreement. The list of arbitrators will be selected from geographical areas convenient to the bargaining units.
- b. The parties will alternately strike names from a list of twelve arbitrators obtained from the Federal Mediation and Conciliation Service until four names remain. The four members will become the sole source of arbitration settlement. If an arbitrator is unable to hear the dispute in a timely manner, the next arbitrator in order will hear the grievance.
- c. The parties will notify the four arbitrators of their selection as the sole arbitrators. Copies of this agreement and related materials, if requested, will be given to each selected arbitrator upon acceptance of the position. Should a selected arbitrator decline service, the last name struck from the list of arbitrators will be used.

#### **SECTION 20.2 PROCEDURES:**

As soon as an arbitrator has been selected, the Employer and the Association will attempt to stipulate the question to be submitted to the arbitrator. The question may be no broader in scope than the issues presented at the grievance stage. If the parties cannot mutually agree, they will each submit to the arbitrator the question that they feel should be decided. If the grievance is declared non-arbitrable or non-grievable by the Employer, the original grievance will be considered amended to include the issue of grievability or arbitrability.

### **SECTION 20.3 - PAYMENT OF FEES:**

The arbitrator's fee will be borne equally by both parties. In any grievance where the parties mutually agree to postpone, delay, and/or cancel an arbitration proceeding, the parties will equally share the cost of any fees being charged by the arbitrator.

### **SECTION 20.4 CONDUCT OF HEARING:**

Conduct of the hearing will be the arbitrator's prerogative.

### **SECTION 20.5 ARBITRATOR'S DECISION:**

- a. The arbitrator's decision will be binding on both parties.
- b. The arbitrator will have the authority to make all arbitrability and/or grievability determinations. The arbitrator will make grievability and/or arbitrability determinations prior to addressing the merits of the original grievance.

### **SECTION 20.6 EXCEPTION TO AWARD:**

The Employer and the Association agree that the jurisdiction and authority of the chosen arbitrator and opinions as expressed will be confined exclusively to the interpretation of the expressed provisions of this agreement at issue between the parties. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provisions of this agreement. The parties reserve the right to take exceptions to any award to the Federal Labor Relations Authority.

## **ARTICLE 21 UNFAIR LABOR PRACTICES**

### **SECTION 21.1 GENERAL**

- a. Before a party to this agreement files an Unfair Labor Practice (ULP) charge, an informal written notice of intent to file will be served on the party alleged to have committed the ULP. This notice will initiate a period to resolve the charge in an informal setting before referring the charge to the Federal Labor Relations Authority (FLRA).
- b. The two parties will meet to explore settlement on the issue within five work days of the informal notice.
- c. If the issue is not resolved to the satisfaction of the charging party, it may be filed with the FLRA in accordance with 5 USC 7118.

**ARTICLE 22  
DISCIPLINE AND ADVERSE ACTIONS**

**SECTION 22.1 GENERAL:**

The Employer will administer disciplinary and adverse actions in a fair and consistent manner utilizing TPR 752 as a guide. Every effort will be made to maintain the confidentiality of the disciplinary action and the facts and circumstances leading to the action. In order to be effective, constructive discipline must be accomplished in a reasonable time.

**SECTION 22.2 DOCUMENTATION:**

a. In any disciplinary or adverse action, an employee will be furnished a copy of all written documents in the employee's files which contain evidence used by the Employer for a decision. The employee will be given a copy of the employer's adverse action appeal file maintained at HRO.

b. No written comments will be made in an employee's files or time card without the employee being notified. Unofficial documentation will not be maintained.

**SECTION 22.3 GRIEVABILITY:**

An employee dissatisfied with the Employer's decision on a disciplinary action may file a grievance under the terms of this agreement.

**SECTION 22.4 EMPLOYEE RESPONSE:**

In all cases of proposed disciplinary adverse action, the employee will be given written notice of the specific charges that form the basis for the proposed disciplinary adverse action fifteen calendar days in advance of the action. The employee will be given the opportunity to respond orally and/or in writing to the charges prior to a decision on the charges. The response may include written statements of persons having relevant information concerning the charges. The Association may provide for a verbatim transcript of the oral reply.

**ARTICLE 23  
VOLUNTARY ALLOTMENT  
OF ASSOCIATION DUES**

**SECTION 23.1 - DEFINITIONS:**

a. Employee: A person hired by the Adjutant General as an employee of the Department of the Air Force under the provisions of 32 USC, Section 709

b. Eligible Employee: A technician in the unit in which the Association has been accorded exclusive recognition and whose net salary after legal and required deductions is regularly sufficient to cover the amount of the authorized allotment.

c. Dues: Will be computed in the amount of .007 of an employee's rate of basic pay. All computations will be adjusted to the nearest whole cent.

d. Payroll Office: The activities at Selfridge ANGB and Battle Creek ANGB charged with the preparation of payrolls for technicians.

## **SECTION 23.2 THE ASSOCIATION IS RESPONSIBLE FOR:**

a. Purchasing Standard Form 1187, "Request for Payroll Deductions of Labor Organization Dues".

b. Distribution of SF 1187 to its members.

c. Educating eligible employees during non-working hours as to the program for allotment of dues, its voluntary nature, and the availability and use of the SF 1187.

d. Educating eligible employees during non-working hours as to the procedure for revoking the allotment of dues. After submitting the SF 1188 to the payroll office prior to 1 September, the effective date is the first pay period following 1 September.

e. Certification of SF 1187 completed by an eligible employee as to the amount of the dues.

f. Refunding any unauthorized deductions or excess payments.

g. Delivery of completed SF 1187 to the payroll office.

h. Immediate notification to the payroll office when a member is expelled or suspended.

i. Notification to the payroll office of any change in the specific officer of the Association to receive remittance of dues.

j. Certification from the State Council Secretary/Treasurer of ACT to the payroll office that the percentage amount of dues is changed. This will not occur more frequently than once every twelve months and will be effective the first pay period after the receipt of the notification by the payroll office.

k. The dues of a member will change when a member's basic rate of pay changes and will be effective the second pay period following the salary changes.

l. The State Secretary/Treasurer will receive copy of all SF 50 's changing members basic pay rates.

### **SECTION 23.3 THE EMPLOYER IS RESPONSIBLE FOR:**

a. Ensuring that payroll deductions are accomplished beginning the second pay period after the properly completed and certified SF 1187 has been received by the payroll office. When an employee is in non-pay status for an entire pay period or the amount of pay due is insufficient to cover the allotment, no deduction will be made from future pay to cover past amounts. Payment of dues in such cases will be based on arrangements made between the Association and the employee without recourse to the payroll office.

b. Insuring that remittance of dues and a listing showing the payroll period, names of payees, and amounts withheld are forwarded to the designated official of the Association on a bi-weekly basis by the payroll office. The listing will also be sent to Treasurer, ACT National Office, 12510-B Lake Ridge Drive, Lake Ridge, Virginia. 22192.

c. Making available and distributing SF 1188, "Revocation of Voluntary Authorization of Allotment of Compensation for Payment of Employee Organization Dues "

d. Ensuring that the payroll office advises the employee that the revocation must be received by 1 September and will be effective the first pay period after 1 September.

e. Ensuring that the Association is notified by the Payroll section of any revocation within a ten work day period after receipt of a properly executed SF 1188.

f. The Employer is responsible for ensuring SF 1187 is available for current Association members transferring between payroll offices to re-enroll in the Association at their new location if they so desire.

## **ARTICLE 24 TERMS OF AGREEMENT**

### **SECTION 24.1 AGREEMENT DURATION:**

This agreement will remain in effect for three years and will terminate at any time it is determined that the Association is no longer entitled to Exclusive Recognition under the Civil Service Reform Act.

### **SECTION 24.2 NEGOTIATING A NEW AGREEMENT:**

a. If neither party requests renegotiations of this agreement by the 180th day prior to expiration, the contract will automatically be renewed for a period of three years.

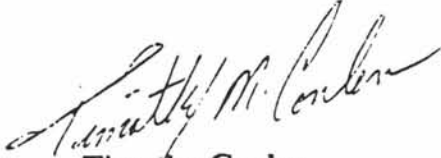
b. If renegotiation has been requested and the parties are unable to complete the agreement by the termination date, the agreement will be extended, in its entirety.

**SECTION 24.3 AGREEMENT AMENDMENT:**

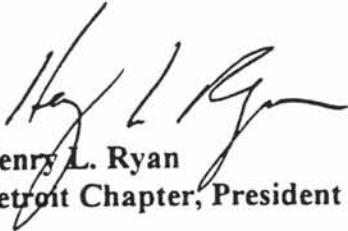
It is mutually agreed that in an effort to maintain an effective Agreement, the Employer or the Association may reopen this Agreement any time the need is identified by notifying the other party in writing of the need to reopen and the issue to be addressed. The date, time, and location will be mutually agreed upon.

**SECTION 24.4 - SIGNATURE PAGE:**

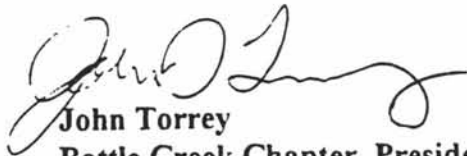
**For the Association:**



**Timothy Conlen  
State Chairman  
Chief Negotiator**

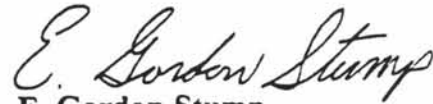


**Henry L. Ryan  
Detroit Chapter, President**



**John Torrey  
Battle Creek Chapter, President**

**For the Employer:**



**E. Gordon Stump  
Major General, MIANG  
The Adjutant General**



**Louis J. Nigro  
Lieutenant Colonel, MIANG**

**FOR THE DEPARTMENT OF DEFENSE**

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**19 October 1995  
Lansing, Michigan**

## GLOSSARY

**AFOSH:** Air Force Occupational Safety and Health.

**Agreement:** Negotiated contract.

**Association:** The Association of Civilian Technicians, aka Association.

**Association official/representative:** A duly recognized representative of a local or state council; such persons include shop stewards, alternate stewards, all members of local chapter executive boards, and all members of State Council Executive Boards. Also, to include duly appointed replacements for above positions and duly appointed labor/management committee members.

**Bargaining unit employee:** All non supervisory technicians covered by this Agreement.

**C.F.R.:** Code of Federal Regulations

**Employer:** The Adjutant General of Michigan, and his representatives to include all supervisors.

**Family member:** relative of the employee; spouse, and parent thereof; children, including adopted children and spouses thereof; 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.

**Feedback session:** a mandatory, rated, informal performance appraisal conducted six months after the employee's official performance appraisal

**Functional work area:** Shop or office

**HRO:** Human Resource Office, formerly SPMO.

**Imminent death/injury:** Any conditions or practices in any workplace which could reasonably be expected to cause death or serious injury immediately or before there is sufficient time for imminence of such danger to be eliminated through normal procedures (risk of any injury is not sufficient).



**LAN:** Local Area Network

**Michigan State Council:** See Association official.

**Non bargaining unit employees:** Supervisory, confidential, or AGR personnel.

**Performance standard:** a standard to measure performance established in conjunction with the employee and supervisor

**RIF:** Reduction in Force

**Schedule:** Days of work.

**Seniority:** Effective 1 July 1995, total Michigan Air National Guard Technician service. This is not cumulative, if the employee voluntarily terminates his/her employment with the MIANG, and then is rehired in the MIANG, his/her seniority will commence with the new hire date. This is not retroactive prior to 1 July 1995.

**Shift:** Hours of work.

**Skills:** Past and present job series/grade

**Supervisor's record:** NGB Form 904-1 folder.

**Tack board:** LAN Bulletin board.

**Technician:** All excepted and/or competitive Title 32 employees

**Unit:** eg; Maintenance, Ops, Supply, etc,

**WAN:** Wide Area Network

**Work preference:** Days and hours of work; (schedule and shift).

