Labor Management Agreement

Between

THE ADJUTANT GENERAL
STATE OF WISCONSIN

And

THE BADGER STATE AND
MAD CITY CHAPTERS
ASSOCIATION OF CIVILIAN
TECHNICIANS

2016-2018

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE	1
1	DEFINITIONS	1
2	GENERAL PROVISIONS	
2.1	Recognition	5
2.2	Unit Designation	5
3	PROVISIONS OF LAW	
3.1	Applicability	5
3.2	Management Rights and Obligations	5
3.3	Union Rights and Obligations	6
3.4	Rights of Union Representatives	8
3.5	Employee Rights and Obligations	9
3.6	Mutual Rights and Obligations	11
4	UNFAIR LABOR PRACTICES	
4.1	Employer Responsibilities	12
4.2	Union Responsibilities	12
4.3	Joint Responsibilities	13
5	Purpose	13
6	PARTNERSHIP AGREEMENT	14
7	UNION-MANAGEMENT CONSULTATION	
7.1	Meetings	14
7.2	Scheduling	15
7.3	Agenda	15
8	OFFICIAL FACILITIES AND SERVICES	
8.1	Office Space	15
8.2	Meeting Rooms	15
8.3	Reference Materials	16
8.4	Job Opportunity Announcements	16
8.5	Bargaining Unit Members Listing	16
8.6	Membership Drives	16
8.7	Other Facilities	16
8.8	Bulletin Boards	16
8.9	Telephones	16
8.10	Public Address System	17
8.11	Reproduction of Agreement	17

8.12	Electronic Agreement Location	17
9	OFFICIAL TIME	
9.1	Scope	17
9.2	Union Sponsored Training	17
9.3	Joint Training	18
9.4	Meeting Schedules	18
9.5	Recording Official Time	18
9.6	Appeals and Grievances	18
9.7	Travel	18
10	PAY	
10.1	Introduction	19
10.2	Federal Wage Survey	19
10.3	Dues Withholding	20
10.4	Starting Allotments	20
10.5	Termination of Allotments	20
10.6	Notification of Loss of Membership	21
11	ADMINISTRATIVE DISPUTE RESOLUTION	
11.1	Scope	21
11.2	Alternative Dispute Resolution	21
11.3	Negotiated Grievance Procedure	21
11.4	Steps of the Negotiated Grievance Procedure	24
11.5	Grievance Arbitration	26
11.6	Employer and Union Grievance Procedure	27
11.7	Arbitration Procedures	27
12	DISCIPLINARY AND ADVERSE ACTIONS	
12.1	General	30
12.2	Appeal of an Adverse Action	32
13	HOURS OF WORK	
13.1	Basic Workweek	33
13.2	Alternate Work Schedules	33
13.3	Break Periods	33
13.4	Rest Periods	34
13.5	Lunch Period	34
13.6	Cleanup Time	34
13.7	Shift Differential	34
14	HOLIDAYS	35
14.1	Paid Holidays	35
14.2	Compensatory Time	35
14.3	Religious Holidays	35

15	LEAVE	
15.1	General	35
15.2	Annual Leave	35
15.3	Sick Leave	36
15.4	Family and Medical Leave Act	37
15.5	Leave for Military Duty	40
15.6	Compensatory Time	40
15.7	Leave Without Pay	41
15.8	Voluntary Leave Transfer	41
16	EXCUSED ABSENCES	
16.1	General	41
16.2	Tardiness	42
16.3	Federal Employment	43
17	MERIT PROMOTION AND INTERNAL PLACEMENT	
17.1	Purpose	43
17.2	Policy	43
17.3	Scope	43
17.4	Responsibilities	43
17.5	Management Rights	45
17.6	Actions Exempt From Competition	45
17.7	Request for Filling Vacancy	45
17.**8**	Job Announcements	45
17.**9**	Multiple Grade Levels	46
17.**10**	Posting of Announcements	46
17.**11**	Areas of Consideration	46
17.**12**	Application Procedures	47
17.**13**	Basic Eligibility	47
17.**14**	Selective Placement Factors	48
17.**15**	Conditions of Employment	48
17.**16**	Evaluating Candidates	48
17.**17**	Certification	48
17.**18**	Referral of Candidates	48
17.**19**	Action by the Selecting Supervisor	49
17.**20**	Action by the MPD/J1	49
17.**21**	Release of Selectee	49
17.**22**	Records of Retention	50
17.**23**	Privacy Protection	50
17.**24**	Grievances	50
17.**25**	Discrimination Complaints	51
17.**26**	Other	51
17.**27**	Corrective Action	51
18	POSITION DESCRIPTIONS	
18.1	General	51

18.2	Work Outside a Position Description	52
19	PERFORMANCE STANDARDS AND APPRAISALS	
19.1	Formal Appraisals	52
19.2	Performance Feedback	53
19.3	Unacceptable/Marginal Performance	53
19.4	Actions Based on Unacceptable Performance	54
20	TRAINING	
20.1	Determination	54
20.2	Training Program	55
20.3	Attendance	55
20.4	Trainees	55
21	DETAILING/TEMPORARY PROMOTION	
21.1	Coverage	55
21.2	Rotation of Details	56
21.3	Documentation	56
22	TEMPORARY DUTY	
22.1	Technician Travel/Recognition	56
22.2	Travel Notification	57
22.3	Advance of Funds	57
22.4	Lodging	57
22.5	Defense Travel System (DTS)	58
23	STANDBY and ON CALL TOURS	
23.1	Scope	58
23.2	Standby Status	58
23.3	On Call Status	59
24	REORGANIZATION/REDUCTION IN FORCE/REASSIGNMENTS/ CONTRACTING	
24.1	Impact and Implementation	59
24.2	Regulatory Provisions	59
24.3	Description	59
24.4	Notification	60
24.5	Appeal	60
25	EMPLOYEE BENEFIT PROGRAMS	
25.1	Employee Assistance Program	60
25.2	Retirement	60
25.3	Flexible Spending Accounts	61
25.4	Child Care Options	61

26	INCENTIVE AWARDS PROGRAM	
26.1	Purpose and Goal	61
26.2	Organization	61
26.3	Role of the Union	62
27	EQUAL EMPLOYMENT OPPORTUNITY	
27.1	General	62
27.2	Employer Responsibilities	62
27.3	Union Responsibilities	62
28	WORKING CONDITIONS	
28.1	Safety and Health	63
28.2	Fitness for Duty	64
28.3	Fitness	65
28.4	Transportation	66
28.5	Workman's' Compensation	66
29	WEAR OF THE MILITARY UNIFORM	
29.1	Requirements	67
29.2	Exceptions	67
30	NEGOTIATIONS	
30.1	Exclusions from Scope of Negotiations	68
30.2	Matters Appropriate for Consultation or Negotiations	68
30.3	Interpretation of Applicable Laws and Regulations	69
30.4	Federal Labor Relations Authority	67
30.5	Federal Mediation and Conciliation Service	69
30.6	Federal Service Impasse Panel	70
31	AGREEMENT ADMINISTRATION	
31.1	Effective Date	70
31.2	Agency Approval	70
31.3	Agreement Duration	70
31.4	Agreement Amendment	71
31.5	Negotiating a New Agreement	71
31.6	Continuance of Recognition	72
	Appendix A Employee Rights Statement	74
	Appendix B Grievance Form	75
	Appendix C Memorandum of Understanding	78

PREAMBLE

This Agreement is made in consonance with Chapter 71 of Title 5 U.S. Code, by and between The Adjutant General, State of Wisconsin, hereinafter referred to as the EMPLOYER, and the Association of Civilian Technicians, consisting of the Badger State and Mad City Chapters, hereinafter referred to as the UNION, for employees of that described unit, hereinafter referred to as the EMPLOYEES. The intent and purpose of this agreement is to promote and improve the effectiveness and efficiency of the Wisconsin Air National Guard and the welfare and security of its employees (technicians) within the meaning of The Law. The parties hereto concur that this can best be accomplished by a commitment to partnership. The parties hereto agree to assume responsibility for eliminating all practices which hinder efficient operation, affirm that they will cooperate in all these endeavors and exert concerted effort to strengthen good relations between the “Employer” and the “employees.” Wherever language in this agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed. This in no way releases the Employer from contracted obligations incurred under this labor agreement. Now, therefore, be it hereby known, the undersigned parties hereto agree to the following articles.

ARTICLE 1 - DEFINITIONS

DEFINITIONS**:** Terms used in this agreement are defined as follows:

AGENCY: The "Agency" means an Executive agency.

AMENDMENTS: Modifications of the Basic Agreement by adding, deleting, or changing portions, sections, or articles of the Agreement.

APPLICANT EVALUATION: The process of evaluating the knowledge, skills and abilities and work experience possessed by candidates against the job-related criteria to determine those who will be certified to the selecting supervisor.

AUTHORITY: The Federal Labor Relations Authority.

CFR: Code of Federal Regulations

CRITICAL ELEMENTS: Elements of the employee's job that are of sufficient importance that performance below the minimum standard established requires remedial action and may result in the denial of within-grade/step increases, reduction in grade or removal of the employee.

DETAIL~~S~~. A detail is the temporary assignment of a technician to a different position for a specified period, with the technician returning to his/her regular duties at the end of the detail. A position is not filled by a detailed employee, because the technician continues to be the incumbent of the position from which detailed. **A d**etail may be made for up to eight (8) pay periods. **A d**etail may be extended in increments up to eight (8) pay periods, not to exceed sixteen (16) pay periods for Federal Wage Grade employees and twenty six (26) pay periods for General Schedule employees. A detail to a higher graded position is appropriate when an individual's service is required for two (2) pay periods or less in that position.

DMP: DIRECTOR OF MANPOWER AND PERSONNEL

DUAL STATUS MILITARY TECHNICIAN: A person employed under 32 U.S.C. 709 who must also hold a military position as a condition of employment.

EMERGENCY: An unforeseen combination of circumstances or the resulting state that calls for immediate action.

EMPLOYEE: The "employee" means an individual employed by the Wisconsin Air National Guard as a technician under the supervision of The Adjutant General of Wisconsin.

EMPLOYER: The "Employer" means The Adjutant General of Wisconsin.

EXCLUSIVE REPRESENTATIVE: The Association of Civilian Technicians, Air.

GOOD GOVERNMENT STANDARD: The elements of a good government standard are the promotion of increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee empowerment, organizational performance, and in the case of the Department of Defense, military readiness.

GRIEVANCE: Any complaint by an employee concerning any matter relating to conditions of employment of the employee; by any labor organization concerning any matter relating to the conditions employment of any employee; or by any employee, labor organization, or agency concerning the effect, application, interpretation or a claim of breach, of a

collective bargaining agreement; or any claimed violation, misapplication or misinterpretation of any law, rule or regulation of appropriate authority affecting any condition of employment except those matters exclusive to the Employer pursuant to 32 U.S.C. § 709.

IMPASSE: The inability of the representatives of the parties to arrive at a mutually agreeable decision concerning negotiable matters, through the collective bargaining process.

JOB ANNOUNCEMENT: The advertising medium used by the MPD/J1 to announce position vacancies.

JOB-RELATED CRITERIA: The total set of criteria includes all knowledge, requirements, skills, training and work experience.

MANAGEMENT OFFICIAL: An individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine or influence the policies of the agency.

MPD/J1: Manpower and Personnel Directorate/J1

NEGOTIATION: Collective bargaining by representatives of the parties on appropriate issues relating to any condition of employment, personnel policy or practice, with the view of arriving at a formal agreement.

NGB QUALIFICATION STANDARD: A combination of experience, training, and education which relate to the position being filled.

NON-DUAL STATUS MILITARY TECHNICIAN: A person employed under 32 U.S.C. 709 for whom military membership is not a condition of employment.

OFFICIAL TIME: Reasonable time granted to an employee in the bargaining unit to exercise all rights contained in the agreement and to perform and fulfill all aspects of his or her labor-management relations obligations, including time authorized and approved by the Employer to attend and receive any training from appropriate sources to enhance one's ability in the performance of his or her labor-management relations functions.

OPF: Official Personnel File

OPM: Office of Personnel Management

PROMOTION: A change of an employee to a position of a higher grade level within the same job classification system and pay schedule, or to a

position with a higher rate of basic pay in a different job classification system and pay schedule.

REASSIGNMENT: The change of a technician from one position to another without demotion or promotion within the same service. Technicians may be reassigned at their own request, or at the discretion of management.

SELECTING SUPERVISOR: This is normally the individual who is immediately responsible for the day-to-day supervision of the technician; that is, the first person being paid for supervisory responsibility who assigns, reviews and checks the work of the technician. The selecting supervisor is the person who will receive the Selection Certificate through USA Selection Manger for his/her action to select or non-select an individual for the vacancy.

SUPERVISOR: An individual with authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline or remove employees, to adjust their grievances, or to effectively recommend such action.

SUPPLEMENTS: Additional articles or memoranda negotiated by the parties on subjects not adequately covered by this Agreement, which are agreed to and therefore become a part of this Agreement.

TARGET GRADE: The fully qualified grade of the position being filled

TPR: Technician Personnel Regulation

UNFAIR LABOR PRACTICE: An Unfair Labor Practice (ULP) is defined as any violation of the Federal Service Labor Relations Statute 5 U.S.C. Chapter 71.

UNION: The "Union" means the Association of Civilian Technicians, Air.

UNION MANAGEMENT PAIRS (UMPS): UMPS will be limited to two (2) joint labor/management teams from each of the Air bases in Milwaukee and Madison. Personnel serving on UMPS teams cannot be Air or Vice Commanders, Union Presidents or Union Executive Officers (1st or Second Vice Presidents.) Personnel will normally serve for a renewable four (4) year term and shall be appointed jointly by management and the Union. UMPS members should have the ability to remain neutral and objective on any number of subjects. UMPS teams should be trained in the use of investigative skills, interest based problem solving and interviewing techniques.

UNION OFFICIAL AND/OR REPRESENTATIVE: Any accredited National Representative of the Union, and the duly elected or appointed officials of the Chapters, including Stewards, committee members and others designated by the Union.

U.S.C.: United States Code

WING HRR: Wisconsin National Guard Human Resource Regulation

ARTICLE 2 - GENERAL PROVISIONS

2.1. RECOGNITION. The parties recognize that both negotiations and administration of all matters covered by this Agreement are governed by the law and the provisions of applicable federal rules and regulations. That said recognition is based on a grant of exclusive recognition, dated 30 March 90.

2.2. UNIT DESIGNATION. This agreement is applicable to the unit of all Wisconsin Air National Guard Civilian Technicians (GS and WG) employed by The Adjutant General, Wisconsin at Madison, Milwaukee and Volk Field, excluding all management officials, supervisors, state employees, employees engaged in federal personnel work in other than a purely clerical capacity, and professional employees.

ARTICLE 3 - PROVISIONS OF LAW

3.1. APPLICABILITY. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth by published agency policies and regulations in existence at the time the Agreement was approved. Subsequently published rules or regulations which conflict with provisions of this Agreement will not take precedence for purposes of the bargaining unit except those matters exclusive to the Employer pursuant to 32 U.S.C. § 709.

3.2. MANAGEMENT RIGHTS AND OBLIGATIONS.

a. Management officials retain the right in accordance with law:

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency;

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

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

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

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

b. Nothing in Chapter 71 of Title 5 U.S. Code shall preclude the Agency and the labor organization from negotiating:

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

(2) Procedures which management officials of the agency will observe in exercising any authority under this article; or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority by such management officials.

c. The Employer may allow Labor representation to present at New Employee Orientation, Supervisor Course and Supervisor Refresher Course for the purpose of informing employees and supervisors about the Labor Organization, not for the purpose of recruitment. The location of the collective bargaining agreement will be shown to new employees and supervisors during the presentation.

3.3. UNION RIGHTS AND OBLIGATIONS.

a. The Union is responsible for briefing all bargaining unit employees on the provisions of this agreement. The Employer agrees to provide two (2) four-hour blocks of official time, per Chapter, for the briefing and training of bargaining unit members on the contents and meaning of this Agreement

b. The Union shall be given the opportunity to be present at any formal discussion between one or more representatives of the Agency and one or

more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or any examination of an employee in the unit by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

c. The Employer recognizes that the Union is the exclusive representative of bargaining unit employees and is entitled to act for or in behalf of unit employees. This recognition includes the right of the Union to negotiate, as appropriate, on all matters affecting the conditions of employment of unit employees.

d. The Employer and Labor Organization agree that smoking of any legal tobacco product is the choice of the employee. The employer will provide a smoke free work area. The employer, with the cooperation of the labor organization, will designate smoking areas on the installation. Smoking will not be permitted:

(1) In any classroom, work area, or building designated as “Smoke Free”,

(2) In military vehicles, GSA vehicles, and military aircraft; or

(3) In any area where it is prohibited by law, fire, or safety regulations.

The Union has the right to request negotiations regarding any implementation or change to a smoking policy.

e. Internal Union business, such as soliciting membership, collecting dues, campaigning for office, electing officers or attending union meetings, will be conducted during the non-work time of the employees involved. For the purpose of this Article, non-work time is lunch periods, or periods of leave, i.e., annual, LWOP, or compensatory time.

f. Subject to normal security requirements, the Union will be authorized to conduct two (2) annual membership drives, not more than thirty (30) days in duration. Activity during such membership drives will be conducted during the non-work time of the employees involved. The local Union may be assisted in such drives by authorized national representatives of the Association of Civilian Technicians (ACT).

3.4. RIGHTS OF UNION REPRESENTATIVES

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

b. The number of stewards required shall be those necessary to adequately represent all employees within a work area or shop as designated by the Union in consultation with the Employer. The Union shall provide the Employer, in writing and on a current basis, a complete list of all union officers and stewards together with each official area of responsibility.

c. Officers, stewards and employees engaged in labor organization activities, other than purely representational, will obtain their supervisor's approval as soon as practicable in advance concerning any Union activity which will require taking annual leave or LWOP unless waived by the Employer. A civilian technician who is elected or appointed to serve full time as a national or state representative or officer with the Labor Organization may, at the discretion of the Employer, be granted LWOP for one year. An extension for one additional year may be granted upon request of the civilian technician and with the approval of the Employer. The civilian technician's rights and privileges will be protected under the provisions of the applicable portions of the Code of Federal Regulations.

d. During Official Time, Union officials or Union officers will obtain authorization from their immediate supervisor to discontinue work for the purpose of Union representation and will notify their immediate supervisor upon return. Approval may be given except in situations that would seriously affect the mission accomplishment of the Employer. In such cases, the Union official or Union officer will be released at the earliest opportunity. The Union official will be permitted to advise the employee or management official involved of his/her inability to be released from duty and what other arrangements will be made. Representatives will notify the supervisor of the area being visited. Normally employees should use Union officials as assigned by the Union when requirements for representation arise. Union officials granted official time for representation functions will keep their supervisor informed of their location in the event they need to be recalled for mission requirement emergencies.

e. Union officials and representatives shall endeavor to make certain that after due investigation and preparation, the facts and materials presented, are appropriate matters for presentation to a supervisor or other representative of the Employer.

3.5. EMPLOYEE RIGHTS AND OBLIGATIONS

a. The Employer and the Union agree that employees in the unit shall be protected in the exercise of their rights freely, and without penalty or reprisal, to form, join and assist a labor organization or to refrain from such activity. Such right includes the right:

(1) To act for the Association of Civilian Technicians and its member Chapters in the capacity of a representative and the right, in that capacity, to present the views of the employees they represent to the heads of agencies and other officials of the Executive Branch of Government, the Congress or other appropriate authorities; and

(2) To engage in collective bargaining through representatives chosen by employees under Chapter 71 of Title 5 U.S. Code; with respect to all conditions of employment, permitted by law or regulation of appropriate authority.

b. A bargaining unit employee has the right to be represented by the bargaining unit upon his/her request. When a supervisor knows or an employee believes that a discussion with a supervisor may lead to disciplinary or adverse action, the technician has a right to request representation of their choice. If an employee requests representation, (invokes Weingarten Rights) the investigatory interview may be delayed for a period not to exceed 24 hours until the employee(s) representative can be present, unless the technician waives said Weingarten Rights, in writing (as documented on the 904, and initialed by both parties).

(1) Any formal discussion between one or more representatives of the Agency and one or more employee(s), or their representatives, concerning any grievance or any personnel policy, practices or other general conditions of employment.

(2) Any examination of an employee by a representative of the Agency, in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. Each employee shall be **notified annually** of this right in the form of a **memorandum**, addressed to all employees. **Method of notification will be through email and a current version will be posted on the DMP's website.**

c. This agreement does not prevent any employee, regardless of employee organizational membership, from bringing matters of personal concern to the attention of appropriate supervisors, management officials or other government officials in accordance with applicable laws and regulations of appropriate authorities.

d. Nothing precludes an employee from:

(1) Being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or

(2) Exercising grievance or appellate rights established by law, rule or regulation, except in the case of grievance or appeal procedures negotiated within this agreement.

e. It is agreed and understood that an employee or the Union on behalf of the employee has the right to file a complaint, grievance, unfair labor practice, appeal action, and/or seek the assistance of the Union, without any interference, intimidation, coercion or fear of reprisal on the part of any management official of the Employer. This right includes the right to offer testimony, submit affidavits and act as a witness for any of the above cited proceedings.

f. During official time, employees will obtain authorization from their immediate supervisor to discontinue work for the purpose of meeting with their representative and will notify their immediate supervisor upon return. Approval may be given except in situations that would adversely affect the mission accomplishment of the Employer. In such cases, the employee will be released at the earliest opportunity. Employees will notify the supervisor of the area being visited. Normally employees should use Union representatives as assigned by the Union when requirements for representation arise. Employees will keep their supervisor informed of their location in the event they need to be recalled for mission requirement emergencies. The employee may contact the Union official and advise the Union official of the time he/she will be permitted to leave the work area.

g. Employees shall not be required to participate in any voluntary programs, through direction, intimidation, coercion or threats of any reprisals. Those wishing to participate may do so of their own accord. Those wishing not to participate may destroy or discard the material.

h. All employees have the right to work in an environment free from intimidation, coercion, and harassment. These rights will be applied without regard to an employee's race, color, sex, national origin, marital status, age, lawful political affiliation, union affiliation**, sexual orientation** or handicapping condition.

3.6. MUTUAL RIGHTS AND OBLIGATIONS.

a. In the administration of all matters covered by this agreement, the parties are governed by the laws, rules and regulations of appropriate authorities, by policies set forth in the Federal Personnel **Handbooks** (FP**H**) and published agency regulations, policies, practices and jointly agreed to memoranda in existence at the same time this agreement is effective, which are not in conflict with any of the provisions of this agreement.

b. The provisions of this agreement shall supersede any future agency regulations, policies, or practices, published or otherwise, for which no compelling need has been established, which are in conflict with this agreement.

c. The parties are obligated to negotiate in good faith with the objective of reaching agreement by diligent and serious exchange of information and views. The parties agree to meet at reasonable times to discuss all matters affecting work conditions of the employees of the bargaining unit and to negotiate as appropriate on those matters which are within the Employer's duty to bargain.

d. The parties will strive to establish relationships which foster integrity and mutual respect for the representatives of the parties. They both agree to maintain and support an environment that promotes good workmanship, protects human dignity, assures and maintains high standards of employee performance and is free from any appearance of discrimination or favoritism.

e. The Employer agrees to contact the Chief Negotiator, as identified in the MOU, to represent the Union at all collective bargaining and or administration proceedings of the labor agreement.

f. In all other representational matters affecting the local worksite the Employer will consult and or negotiate with the Chapter president or his/her designated representative.

g. Impact and Implementation: The Employer acknowledges that where actions, decisions, or changes are made which are nonnegotiable as an Employer right, the Employer nevertheless has the obligation to negotiate the appropriate arrangements and procedures to the extent they impact conditions of employment of bargaining unit employees as defined by 5 USC 7103(a)(14). *NOTE*: Supervisors or managers may contact HRO for guidance on what may or may not be an impact or change in working conditions.

ARTICLE 4 - UNFAIR LABOR PRACTICES

4.1. EMPLOYER RESPONSIBILITIES: It shall be an unfair labor practice for the Employer:

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

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

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

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

e. To refuse to consult or negotiate in good faith with the Union as required by The Law;

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

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

h. To otherwise fail or refuse to comply with any provisions of The Law.

4.2. UNION RESPONSIBILITIES: It shall be an unfair labor practice for the Union:

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

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

c. To coerce, discipline, fine, or attempt to coerce a member of the Union as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;

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

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

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

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

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

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

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

ARTICLE 5 - PURPOSE

It is the purpose of the parties to:

a. Promote the public interest by facilitating employee performance and efficiency through the continual development and implementation of modern and progressive work practices;

b. Further the well-being of employees and the efficient administration of the National Guard by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of employment;

c. Improve the participation of employees through the maintenance of constructive and cooperative relationships between the Union and the Employer;

d. Encourage, subject to the law and paramount requirements of public service, effective labor-management relations within the National Guard by clear statements of the respective rights and obligations of the Union and the Employer.

ARTICLE 6 - PARTNERSHIP AGREEMENT

a. Under the "Good Government Standard" the Employer and the Union agree to establish a partnership. We recognize the value that both management and the employees gain when acting as Equal partners in accomplishing our mission. As equal partners we are committed to the promotion of increased quality, productivity, customer service, mission success, efficiency, quality of life, employee empowerment, organization performance and military readiness. We envision labor and management cooperatively achieving these mutual values through innovative approaches.

b. The parties agree that, if they form an Interest Based Bargaining Team, the team's recommendations will be implemented without impact negotiations only if:

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

(2) The recommendations of the Team are adopted verbatim.

c. In the event either of the above conditions cannot be satisfied impact and implementation bargaining will be required.

d. Meetings should be scheduled at mutually convenient times at least quarterly.

e. The partnership will develop and implement partnership training programs for bargaining unit members, shop stewards and supervisors. The employer will fund all partnership training.

ARTICLE 7 - UNION-MANAGEMENT CONSULTATION

7.1. MEETINGS.

a. The Employer agrees that Chapter Presidents, or in their absence, **an elected officer or steward**, may act in behalf of the Chapter at each respective facility (Milwaukee and Madison) during normal duty hours for

attendance at meetings between the Employer and the Union. Time used during normal duty hours will be with the knowledge and approval of the appropriate supervisor.

b. The Chapter Officials and appropriate senior management officials designated by the Air Commander should meet regularly and exchange information for mutual understanding with respect to personnel policies, practices and other matters which affect the conditions of employment of unit employees. Subjects discussed are not limited to any particular area of labor management relations, but may cover the full spectrum of issues affecting unit employees. Meetings may be held at any time the need arises.

c. The Union and the DMP will meet jointly to consult on present or propose personnel practices and policies, and working conditions. Union and management will each be permitted two (2) representatives at these meetings. Additional representatives may be permitted at the discretion of the Employer.

7.2. SCHEDULING. Meetings will be held on a date and time mutually agreed on by both parties.

7.3. AGENDA. Either party may submit their proposals for the agenda in writing to the other party at least five (5) work days in advance of the scheduled meeting.

ARTICLE 8 - OFFICIAL FACILITIES AND SERVICES

8.1. OFFICE SPACE. The Employer will make available to the Union at Milwaukee and Madison Air Bases suitable office space that, if necessary, may be shared with users who currently occupy this space on less than a full time-basis. Selection of space shall be based on maximizing to the extent possible the factors of availability, size, and convenience of location. The office will be provided with a desk and two chairs; a four-drawer file cabinet; a secure storage cabinet; and a telephone. The Union agrees to assume the cost of all toll calls. Either party may reopen this provision for further negotiations when additional space becomes available through, for example, downsizing or completion of the headquarters building.

8.2. MEETING ROOMS. Subject to the Employer's approval, conference rooms and meeting rooms may be made available to the Union for use for representational purposes and the holding of Union meetings. In the case of Union meetings, other than those which may be provided by this agreement, the facilities will be available after duty hours of the employees involved.

8.3. REFERENCE MATERIALS. The Employer agrees to provide access to all pertinent personnel manuals, agency regulations and directives and other materials used in the administration of personnel policies, practices and matters which affect the conditions of employment of employees.

8.4. JOB OPPORTUNITY ANNOUNCEMENTS. The Employer through the Manpower and Personnel Directorate (MPD/J1) will furnish each Chapter President with copies of all job opportunity announcements for which employees may be eligible to apply.

8.5**.** BARGAINING UNIT MEMBER LISTING. Upon request from any Union Officer, the Employer agrees to furnish to the Union a current listing of all bargaining unit employees. The listing shall include the employee's name, position title, and grade. Responsibility for prudent use of this information is the sole responsibility of the Union. Upon request by the Union, the Employer agrees to provide a copy of the manning document no more than once a quarter.

8.6. MEMBERSHIP DRIVES. Upon request, and if available, the Employer may provide for the use of tables, chairs and easels for use during membership drives of the Union. Membership solicitation may only be accomplished in non-work areas during the non-work time of the employees involved. The Union may be assisted in this drive by representatives of the Union's national office.

8.7. OTHER FACILITIES. The Employer agrees to provide an area for lunch, rest breaks, sanitary facilities and parking. The Employer will consider the designation of a parking area for employees who operate motorcycles. As long as the Employer continues to provide parking for management and staff, the Employer agrees to provide one (1) mutually agreeable parking space, designated for each Chapter President at the Milwaukee and Madison air bases, which shall be in reasonable proximity to the work sites of these officials. Similarly, one (1) parking space will be designated for the Union's Chief **Steward** at the work location where he/she works.

8.8**.** BULLETIN BOARDS. The Union will be authorized space for their exclusive use to post notices on designated bulletin boards. Supervisors concerned will consider the Union's request for space and location. If the Union is not satisfied with the space on bulletin boards, the matter may be referred to the local Air Commander/Detachment Commander for final determination.

8.9. TELEPHONES. Employees will have use of the Employer's telephones for receiving and making personal telephone calls regarding child care, work schedule changes, emergencies, transportation and other

calls with the approval of the Employer. Union officials will be permitted to utilize the Employer's telephone for the conducting of representational business subject to the provisions of **Article** 11. Representational business includes the right to contact representatives of the national organization for advice and guidance on dealing with representational matters.

8.10. PUBLIC ADDRESS SYSTEM. The Employer agrees to allow use of the Public Address (PA) system by the Union to announce meetings and special functions.

8.11. REPRODUCTION OF AGREEMENT. The Employer agrees to the electronic reproduction of this agreement. The cover page will display the Air Guard insignia and the ACT insignia. The lettering will indicate that this is the labor agreement between the Association of Civilian Technicians, Badger State and Mad City Chapters, and The Adjutant General of the State of Wisconsin. The Employer authorizes the reproduction of this agreement using government resources.

8.12. ELECTRONIC AGREEMENT LOCATION. The Employer agrees to post the agreement on the MPD/J1-LR web page, NLT five (5) calendar days after its effective date.

ARTICLE 9 - OFFICIAL TIME

9.1. SCOPE. Union officials shall be permitted a reasonable amount of official time for the purposes of furthering mutual interests under the “Good Government Standard”.

9.2**.** UNION SPONSORED TRAINING. An employee who is an officer or steward will be granted Official Time, subject to supervisory approval, for the purpose of attending training sponsored by the Union, other government agency or any other source in the area of Labor/Management Relations. The subject matter of such training must be of mutual concern to the Employer and the employee in his capacity as a Union representative and the Employer's interest must be served by the employee's attendance. In determining whether to allow an employee to attend Union sponsored training the immediate supervisor will determine whether mission requirements permit the individual to leave the workplace. If that is the case, then the request for Official Time to attend Union sponsored training will be so endorsed by the supervisor and sent to the MPD/J1. Official Time for this purpose will cover only such portions of a training session that meet the foregoing criteria and are scheduled during regular duty hours. The Employer agrees to provide official time of three (3) working days for elected officials and stewards per calendar year for the

life of the contract. The Chapter Treasurer, in lieu of two (2) days training per year, may substitute such time for completion of mandatory reports as required by law. Request for Official Time must include (a) specifically who is conducting training; (b) the specific time of day that the session will be held; and, (c) the subject matter to be covered in the training session, and be received by the Employer at least five (5) days prior to the scheduled training date. Official Time will not be granted for employees to attend training sessions conducted by the Local Union.

9.3. JOINT TRAINING. The Employer agrees to authorize payment for all in state Employer sponsored joint labor management relations training and the use of a government vehicle for transportation to and from such training.

9.4. MEETING SCHEDULES. To the extent possible the Employer will schedule all meetings with Union officials during the normal working hours of the Union official. If circumstances prevent this from occurring, with agreement of the parties, then Union Officials may be permitted to adjust their work schedules so that all representational business can be conducted during official time.

9.5. RECORDING OFFICIAL TIME. Employees who are granted official time to perform representational duties of the Union will have their time recorded by their supervisors. Supervisors will use the appropriate Time and Attendance code designation for recording use of Official Time for payroll purposes; and, the DHR/LRS Form 1: Use of Official Time for Representational Functions will be used for reporting official time for labor relations reporting purposes. The DHR/LRS Form 1 will be forwarded to WIJS-J1-LR (the Labor Relations office) monthly.

9.6. APPEALS AND GRIEVANCES. Following normal Official Time procedures, the Employer agrees to authorize Official Time for Union officials, stewards or other Union representatives and the grievant who are involved in the following matters to investigate, prepare for and for presentation of matters processed through:

a. Any appellate procedure provided by statute, rule or regulation of appropriate authority.

b. Any grievance filed under the negotiated grievance procedure.

c. Investigation and preparation includes the interviewing of potential witnesses who will also be on Official Time. Witness participation in these interviews will be voluntary.

9.7. TRAVEL. In accordance with applicable joint travel regulations (JTR) and subject to the availability of funds, labor organization representatives

will receive full travel and per diem allowances when traveling for approved official time activities outside of the representative's immediate area. Such travel and per diem will include attendance at national union symposia not to exceed four (4) trips per local chapter per year. Such travel must be consistent with the good government standard and will be subject to normal unit approval procedures with final review by the DMP. The labor organization will follow all employer policies regarding the use of government vehicle and lodging practices.

ARTICLE 10 - PAY

10.1. INTRODUCTION.

a. Each employee shall be entitled to receive compensation allowable for his or her grade, step, title and classification as determined by law, rule or regulation of appropriate authority.

b. Each employee of the bargaining unit shall be entitled to receive premium pay, differential pay, hazardous duty pay, environmental differential pay and/or other type of pay for which entitlement is governed by any law, rule or regulation of appropriate authority.

c. Methods of receiving pay and exceptions to same will be administered in accordance with the established procedures of appropriate authority. Electronic Fund Transfer (EFT) is a condition of employment for all employees.

d. If an employee fails to receive his / her pay, the employee will notify his or her supervisor.

10.2. FEDERAL WAGE SURVEY. The Employer shall notify the Union as soon as practicable when information is received that higher authority has directed the start of an official wage survey in the area. When the wage survey lead agency requests the Employer participate in the wage survey, the Employer will notify the Union who will nominate Union representative(s) for appointment to the wage survey data collection team. The number of personnel to be appointed to the data collection team will be determined by the lead agency. However, the Employer agrees to appoint at least one representative of the Union to the team. The Employer agrees that any representatives that the Employer appoints to serve on a wage survey team shall be a non-bargaining unit manager/supervisor.

10.3. DUES WITHHOLDING.

a. Provisions covering Union dues withholding are as provided in this Article. Payroll procedures for processing allotments for dues are contained in applicable publications.

b. Dues will be withheld bi-weekly and will be re-calculated when an employee receives a promotion, step increase, general pay increase, etc., which will change his/her bi-weekly base pay amount. The Union will be permitted to change the amount of dues structure to be withheld from its members no more than once every twelve (12) months. Normally the effective date of the change will be the start of the first full pay period following notification of the change.

10.4. STARTING ALLOTMENTS.

a. The Union will be responsible for providing Standard Form 1187 to employees, collecting the completed 1187's, certification of the completed form and forwarding the completed form to the MPD/J1. Additionally, the Union will be responsible for advising employees of the conditions for membership, procedures to be used to withdraw from dues withholding and the effective date of withdrawal.

b. The Employer is responsible for certifying the eligibility of the employee to participate in the dues withholding program, and normally the dues deduction shall commence no later than the start of the first full pay period following receipt of the form by the servicing payroll office.

10.5. TERMINATION OF ALLOTMENTS.

a. The Union shall be responsible for notifying the Payroll Office of any members who have ceased to be members and for whom the Union requests to have dues withholding terminated. The Employer will be responsible for the termination of dues withholding for employees who leave the bargaining unit. The effective date of the termination of dues will normally be the start of the first full pay period following the effective date of the SF 50 removing the employee from the bargaining unit. Employees who temporarily leave the bargaining unit due to Leave Without Pay (LWOP), or temporary promotions will have their dues withholding reinstated commencing at the start of the first full pay period of their return to the bargaining unit.

b. Employees who wish to withdraw from the dues withholding process must complete a SF 1188 available from the Employer and submit the completed form directly to the servicing payroll office. In no case will the effective date of a withdrawal from the Union be earlier than one (1) year

from the effective date of the withdrawal of the dues withholding. The Union will be furnished copies of the SF 1188 so as to update the Union's records.

10.6. NOTIFICATION OF LOSS OF MEMBERSHIP.

a. The Union shall be responsible for notifying the Employer of any members who have ceased to be members in good standing and for whom the Union requests to have dues withholding terminated.

b. Disputes between employees and either of, or both of, the parties, concerning eligibility for dues withholding or the unauthorized withholding of dues will be resolved through clarification of bargaining unit proceedings or rules established by the Federal Labor Relations Authority.

ARTICLE 11 - ADMINISTRATIVE DISPUTE RESOLUTION

11.1**.** SCOPE. Administrative Dispute Resolution Act, PL 101-552 requires development and utilization of Alternative Dispute Resolution (ADR) where feasible. The Employer and the Union agree that ADR should be the first method used to resolve disputes. ADR should be used before or during the negotiated grievance process. (Refer to WING HRR 770.) For additional information contact the Labor Relations Specialist.

11.2. ALTERNATIVE DISPUTE RESOLUTION. ADR may include but is not limited to Interest Based Bargaining (IBB), Peer Review Panels (e.g. UMPS), facilitation, negotiated grievance procedures, etc. The Employer agrees to provide training to ADR program personnel, in Interest Based Bargaining (IBB), interviewing, investigation and mediation, as appropriate. ADR should be used before or during the negotiated grievance process except those matters exclusive to the Employer pursuant to 32 U.S.C. § 709.

11.3. NEGOTIATED GRIEVANCE PROCEDURES. All grievances (or informal complaints brought forward) must be presented no later than thirty (30) calendar days from the date the grievant first became aware (discovery) of the cause of such grievance. The Employer and the Union recognize the importance of settling disagreements and misunderstandings informally, fairly, in an orderly fashion and at the lowest level of management possible. Invoking the ADR process will freeze time lines for filing a grievance as of the date when the Union or Management receives written notification the other will be invoking the ADR process. It is understood by the parties that the initiation of a grievance, in good faith, by an employee shall not cast any reflection on his/her standing with his/her supervisor or on his/her loyalty to the organization, nor shall the grievance

be considered as a reflection on the employee's supervisor. Technicians bringing grievances before management are assured that all circumstances causing the grievant to come forward will receive fair and unbiased consideration in an effort to resolve the grievance. Employees, representatives and witnesses are assured that they may participate in grievance procedures without fear of restraint, interference, reprisals or threats of reprisals, discrimination, or coercion.

a. A grievance may be initiated and processed by an employee or group of employees or by the Union, over the interpretation, application or violation of any matter covered by this Agreement; or a matter not specifically covered by this Agreement, but concerned with the application, interpretation, or violation of any law, rule or government-wide regulation of appropriate authority, or any agency or Employer policies, practices and regulations which affect the conditions of employment of bargaining unit employees. This includes, but is not limited to any matter not specifically excluded by law or regulation of appropriate authority and this agreement.

b. The deciding official at each step of the grievance procedure will provide to the grievant a written decision that will respond to each of the issues raised during the grievance process. The decision will contain the deciding official's considerations of each of the issues presented by the grievant. These responses will be provided whether the grievant is an employee, the Union or the Employer.

c. The Union is assured of its right to present and process grievances in its own behalf and/or in behalf of any technician in the bargaining unit. Furthermore, technicians have the right to present grievances in their own behalf, without the assistance of the Union, provided the Union has an opportunity to be present during the grievance proceedings. The Union has the right to object to any settlement which may be contrary to this agreement and which may compromise the standing of the Union as the exclusive representative. Any matter falling within the purview of the negotiated grievance procedure is subject to binding arbitration. It is understood and agreed that only the Union or the Employer may invoke binding arbitration and that final resolution of the grievance will be consistent with the terms of this Agreement.

d. Questions regarding the grievability or arbitrability of a matter may be submitted to arbitration for a decision along with the merits and issues of the complaint except for matters based on authority give the employer under 32 U.S.C. §709. The arbitrator will first decide the threshold issues and then proceed accordingly. If the matter is not grievable or arbitrable, the arbitrator will not rule on the merits of the case.

e. This grievance procedure (to include the use of ADR referred to in 11.2 of this agreement) shall be the exclusive procedure for the resolution of all matters involving the conditions of employment of any bargaining unit member and concerning the interpretation and application of this agreement except for those matters excluded by law, rule, or regulation of appropriate authority. In those circumstances where statutes of appropriate authority permit a matter to be raised under either a statutory appeals complaint procedure or a negotiated grievance procedure, but not both, the employee will be considered to have exercised his/her option at the time the grievance complaint (at Step 1) or appeal is submitted in written form to appropriate authorities. Grievances, complaints, or appeals expressly excluded from the negotiated grievance procedure must be processed under procedures established for the processing of those actions.

f. The following matters are specifically excluded from the negotiated grievance procedure by law (Public Law 95-254) and from the coverage of this agreement. These matters will be processed through the appropriate procedures available.

(1) Any claimed violation relating to prohibited political activities (Hatch Act Violations).

(2) Retirement, life insurance or health insurance complaints.

(3) A suspension or removal under Section 7532 (National Security) of Title 5, U.S.C.

(4) Any examination, certification or appointment.

(5) The classification of any position which does not result in the reduction in grade or pay of an employee.

(6) To the extent such matters are specifically provided for by Federal Statute.

(7) That are covered by 32 U.S.C. 709.

(8) Relating to Incentive Awards.

(9) Non-selection for a position or promotion.

(10) Performance appraisal appeals.

11.4. STEPS OF THE NEGOTIATED GRIEVANCE PROCEDURE. The negotiated grievance procedures shall be processed in the following manner:

a. Step 1: This is the informal grievance stage whereby a member of the bargaining unit will present his/her grievance normally to the employee's first level supervisor or second level supervisor when the grievance is against the first level supervisor. The employee may be represented at this stage by the assigned / requested Union official.

(1) When the Step 1 supervisor has been informed of the employee's intent to file a grievance, the supervisor will arrange for a meeting within three (3) working days of the notification. In order to avoid any misunderstanding, it is the responsibility of the grievant or the grievant's representative to inform the supervisor that a grievance presentation is requested. The grievance is to be presented orally and shall be accompanied by a completed grievance form. During the meeting the parties will discuss all aspects of the incident, giving rise to the grievance. If possible, solutions may be discussed.

(2) Within five (5) working days of the grievance presentation, the Step 1 supervisor will meet and issue to the grievant and the representative a written decision. The written decision will address all issues raised by the grievant/representative, as well as any possible solutions discussed; and will explain the reason(s) for the decision, to include any details and/or dates of required actions. The grievant or representative will acknowledge receipt of the written decision. The grievant will have five (5) workdays to consider the decision presented by the Step 1 supervisor and provide a response. If the decision is acceptable to the grievant, state such on a separate letter and the matter will be closed except for implementation of the resolution agreed upon. If the decision is not acceptable to the grievant, so state on separate letter with brief explanation as to what portion(s) of the decision was unacceptable and reason(s) why. If the supervisor's decision is not to grant the relief sought, he/she will indicate that the grievance is denied and supply written justification for the denial.

b. Step 2: If the grievant is not satisfied with the Step 1 decision / relief sought, the employee, or the Union on the employee's behalf may elevate the grievance to Step 2 of the grievance procedures. Step 2 grievances are normally presented to the employee's next level supervisor.

(1) The grievance must be submitted in writing on a completed grievance form, supplied by the Union, within five (5) working days from the time the Step 1 decision was received by the employee or the date the decision was due, whichever comes first. A complete copy of the Step 1 materials must be attached. The Step 2 supervisor shall receive the

documents and annotate the date received on the Union's or grievant's copy of the grievance.

(2) The Step 2 supervisor, or other management official designated to act as the deciding official for Step 2, will arrange a meeting within three (3) working days following receipt of the grievance. Within five (5) working days following the conclusion of the Step 2 meeting, the supervisor will render a written decision with copies supplied to all parties. The written decision will address all issues raised by the grievant/representative, as well as any possible solutions discussed; and will explain the reason(s) for the decision, to include any details and/or dates of required actions. The grievant or representative will acknowledge receipt of the written decision. The grievant will have five (5) workdays to consider the decision and provide a response. If the decision is acceptable to the grievant, state such on a separate letter and the matter will be closed except for implementation of the resolution agreed upon. If the decision is not acceptable to the grievant, so state on separate letter with brief explanation as to what portion(s) of the decision was unacceptable and reason(s) why. If the decision is to not grant the relief sought, he/she will indicate that the grievance is denied and supply written justification for the denial.

c. Step 3: If the aggrieved employee is not satisfied with the Step 2 decision / relief sought, the employee or the Union on the employee's behalf may elevate the grievance to the third step. Grievances filed by the Union or the Employer as the grieving party are contained in Article **11.6** of this agreement.

(1) The grievance form with the attached decisions from Step 1 and Step 2 of these procedures, plus any supporting evidence, will be submitted to the Air Commander/Detachment Commander or a designated management official. The grievance must be submitted to the Step 3 level within five (5) working days of the receipt of the Step 2 decision or from the date the Step 2 decision was due, whichever comes first. The Air Commander/Detachment Commander or designee shall annotate the date of receipt of the grievance with a copy of the annotated form being provided to the grievant.

(2) The Air Commander/Detachment Commander or designee will arrange a meeting within five (5) working days from receipt of the grievance.

(3) Within ten (10) working days following the conclusion of the Step 3 meeting, the Air Commander/Detachment Commander or designee will render a written decision. The Air Commander/Detachment Commander or designee will respond to all relevant issues raised by the grieving party and provide the reason(s) for the decision. The written decision will

address all issues raised by the grievant/representative, as well as any possible solutions discussed; and will explain the reason(s) for the decision, to include any details and/or dates of required actions. The grievant or representative will acknowledge receipt of the written decision. The grievant will have ten (10) working days to consider the decision and provide a response. If the decision is acceptable to the grievant, state such on a separate letter and the matter will be closed except for implementation of the resolution agreed upon. If the decision is not acceptable to the grievant, so state on separate letter with brief explanation as to what portion(s) of the decision was unacceptable and reason(s) why. If the decision is to not grant the relief sought, he/she will indicate that the grievance is denied and supply written justification for the denial.

d. Step 4: This is the final step in the Negotiated Grievance Procedure. If the aggrieved employee is not satisfied with the Step 3 decision / relief sought, the employee or the Union on the employee's behalf may elevate the grievance to the fourth step. The aggrieved party shall submit the grievance package with decisions and supporting evidence to The Adjutant General or his/her designated management official. The grievant must initiate this step within ten (10) working days from when the decision was received by the employee or the date the decision was due, whichever comes first. The Adjutant General or designee will review the grievance and render a decision within fifteen (15) working days of the receipt of the grievance package.

11.5. GRIEVANCE ARBITRATION.

a. If the aggrieved party is not satisfied with the decision rendered by The Adjutant General or designee, the Union may refer the matter to arbitration. The grievant will be advised by the Union at this time that only the Union may invoke arbitration.

b. A decision to submit a matter to arbitration must be made within thirty (30) calendar days following the receipt of the 4th step decision. The party referring the matter to arbitration will notify the other party of its intention within this time parameter.

c. Unless stated as "calendar day(s)", the term "working day" refers to an eight (8) hour day, Monday through Friday and the term "workday(s)" will be considered to be the workday schedule of the grievant or management official whose turn it is to respond within the specified time limit. All time limits provided for herein, may be extended for valid reasons by mutual agreement of the parties directly involved, provided that a request for an extension is presented prior to the end of the prescribed time limit.

d. The Employer will, upon request, produce all pertinent records, documents and other materials as may be necessary for the proper processing of this grievance, provided the release of such information is not a violation of law or regulation of appropriate authority.

11.6. EMPLOYER AND UNION GRIEVANCE PROCEDURE.

a. The purpose of the Article is to provide for the satisfactory settlement of disputes involving the application and/or interpretation of this Agreement where no individual employee grievance is involved.

b. Step 1: The designated union official shall notify the designated representative of the Employer of the Union's desire to establish a meeting to discuss the grievance. This notification shall be in written form and shall identify the portions of the contract or circumstances giving rise to this grievance. The notification shall also contain the names of the representatives for the Union who will represent the Union at this meeting. The number of representatives shall be designated by mutual consent but in no case shall the number exceed three (3). The Employer's representative will arrange for a meeting to be held within ten (10) working days from receipt of the notification. The Employer's representative shall notify the designated union official at least five (5) working days before the scheduled meeting of the date, time, place and who will be representing the Employer at this meeting. Within fifteen (15) working days from the conclusion of the meeting the Employer's representative shall serve a written decision to the designated union official. The decision shall address the issues raised at the meeting.

c. Step 2: If the Union is not satisfied with the Step 1 decision, the Union has the option of submitting the matter to Arbitration in accordance with the procedures contained in Article **11.7** of this Agreement. If the Union elects to submit the matter to arbitration then they must notify the Employer within twenty (20) workdays from the date of receipt of the Step 1 decision or within twenty (20) workdays from the date the Step 1 decision was due.

d. Employer initiated grievances will be processed under the same procedures contained herein, appropriately modified to substitute the Employer, for the Union, and the Employer's representative for the designated union official.

11.7. ARBITRATION PROCEDURES.

a. If the Employer and the Union fail to settle any grievance arising under the terms of this Agreement, the grievance shall, upon written notice by either party, be referred to arbitration. Such written notice shall be

served upon the other party within twenty (20) working days following the conclusion of the final step in either the employee negotiated grievance procedure or the Employer/Union negotiated grievance procedures. Simultaneously, the invoking party will also request the Federal Mediation and Conciliation Service (FMCS) to provide mediation for a mandatory settlement conference to be held within thirty (30) days of the request.

b. Within ten (10) working days following the election to proceed to arbitration, the party so electing will request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. The request shall contain any special considerations regarding areas of expertise of the arbitrators and specify any geographical concerns.

c. Within five (5) workdays following the parties receipt of a panel of arbitrators from the FMCS, the parties will meet to select an arbitrator. If the parties cannot make a mutually agreeable selection, the alternate striking of arbitrators will determine the arbitrator for the case. If it cannot be decided which party will commence the striking procedure, the toss of a coin will be used with the winner exercising their option to strike first or have the other party strike first.

d. The party requesting arbitration shall then contact the selected arbitrator in the form of a letter requesting available dates, arbitration fees, travel, lodging and per diem rates, arbitrator's position on the use of tape recorders by the parties at the hearing and any other pertinent data. Upon receipt of this information from the arbitrator the parties will contact each other to establish a mutually agreeable date for the arbitration.

e. The cost of all arbitration expenses shall be shared equally by both parties. The arbitration costs will include the arbitrator's fees, arbitrator's travel and per diem, cost of transcript preparation, cost of copies of transcripts and any other related expenses.

f. Authority of the Arbitrator:

(1) The arbitrator shall be responsible for rendering decisions concerning the interpretation and application of this agreement and the grievability or arbitrability of any particular matter based upon the provisions of this agreement except for matters based on authority give the employer under 32 U.S.C. §709. .

(2) The arbitrator shall have the authority to determine the issues at arbitration when the parties are unable to agree to the issues except for matters based on authority give the employer under 32 U.S.C. §709. .

(3) The arbitrator shall have the authority to compel the production of documents which have been properly requested by either of the parties and which are relevant to the case at hand.

(4) Except in emergencies, the arbitrator shall have the authority to compel the attendance of witnesses who are employees, including management officials, of the employing agency. The Employer agrees to pay expenses for Employer witnesses. The Union agrees to pay expenses for employee witnesses.

(5) The arbitrator shall have the authority to retain jurisdiction in matters appropriate before him or her and maintains jurisdiction until the directed action has been completed.

(6) The arbitrator may not expand upon the terms or provisions of this agreement.

g. The Arbitration Proceeding:

(1) The grievant(s) shall have the right to be present at the arbitration proceeding. The Union shall have the right to be represented at the arbitration proceedings by an appropriate Union official or a representative of the Union's national office, or an attorney designated by the Union.

(2) The arbitrator shall have the authority for sequestering witnesses on the arbitrator's own authority or at the request of either of the parties.

(3) With the concurrence of the parties, Union observers may be permitted to attend the proceedings on other than official time.

(4) The arbitrator may grant continuances, or adjourn the hearing from time to time upon his or her own motion, or upon the joint motion of the parties, or for good cause, upon the motion of one of the parties.

(5) Except for emergencies, the Employer agrees to make all of its employees, including management officials, who are called as witnesses, available to testify at the arbitration. These witnesses, if otherwise in a duty status, will be on official time for the duration of their service as witnesses. Arrangements for witnesses who are not employees of the employing agency shall be the responsibility of the party calling such persons as their witness. All witnesses will be required to testify under oath or affirmation administered by a qualified person.

h. The arbitrator will, normally, render a decision within thirty (30) calendar days of the close of the hearing or thirty (30) calendar days following the deadline established for the submission of any written briefs. The arbitrator's decision will be final and binding upon the parties to the

extent provide by law. In decisions requiring an action to be taken by one of the parties, such action will be effected as soon as possible. However, under no circumstances will implementation be unnecessarily delayed.

i. Either party may file an exception to the arbitration award with the Federal Labor Relations Authority (FLRA) under the regulations promulgated by the Authority. The decision of the Authority may be submitted by either party for judicial review in accordance with Chapter 71 of Title 5 U.S. Code.

ARTICLE 12 - DISCIPLINARY AND ADVERSE ACTIONS

12.1. GENERAL. Disciplinary and adverse actions will be administered in accordance with TPR 752 and this agreement when applicable. Actions, which are excluded from the procedures and protections applicable to TPR 752 may be processed under other procedures, provided by law, regulation of appropriate authority, and this agreement.

a. The parties agree that the use of disciplinary and adverse actions is intended to be corrective, constructive and administered with the appropriate penalty for the offense in order to rehabilitate the employee and to promote the efficiency of the service. When appropriate for the offense, Management may consider the concept of progressive discipline. Refer to TPR 752 for detail on the range of actions which may include counseling; warning; oral admonishment; letter of reprimand; suspension; etc.

b. When a supervisor or other appropriate management official plans to meet with an employee for the purposes of administering disciplinary action such as: oral and/or written warnings and oral admonishments, it shall be that persons responsibility to inform the employee of the nature of the meeting. A reasonable amount of time will be permitted for the employee to secure representation if the employee requests that option.

c. Employees will be given the opportunity to initial all annotations on their NGB Form 904-1. Entries made on this form as a result of a disciplinary action will be removed from the form when deemed appropriate by the supervisor in accordance with applicable regulations. The employee will be advised when these deletions are made. Employees have the right to review their NGB Form 904-1 periodically. All employees will receive notice of the following actions:

(1) Suspensions - ten (10) calendar day notice.

(2) Removal - thirty (30) calendar day notice.

(3) Reductions-in-grade or pay - thirty (30) calendar day notice.

d. Informal disciplinary actions.

Counseling will normally precede informal disciplinary actions. Informal disciplinary actions consist of oral admonitions and are the first step in constructive discipline. An oral admonishment is an interview between a supervisor and a civilian technician and, if so designated, the civilian technician's representative. During the interview, the civilian technician will be advised of the specific infractions(s) and the date(s) of occurrence. The technician will be given an opportunity to provide an explanation of the event in question.

(2) Notation of oral admonishment (date and subject) will be made by pencil entry on NGB Form 904-1 by the supervisor and will be initialed by the civilian technician and the supervisor to verify the authenticity of the entry. Any such entry will normally be deleted after a one-year period, providing it does not relate to a continuing problem. Because the information contained on NGB Form 904-1 is of a personal nature, access will be limited to appropriate management officials, the civilian technician concerned and to individuals whom the civilian technician has given written permission; i.e. EEO counselor or labor representative.

e. Written reprimand. A letter of reprimand is normally issued when oral admonishments have proven ineffective; however, certain incidents may warrant a written reprimand as the first formal disciplinary action. Before disciplining a civilian technician in this manner, a supervisor will gather available information and discuss it with the civilian technician informing him of the reason for the proposed action. After considering the technician's response, the supervisor will advise the civilian technician of his decision either that the situation has been resolved or of his intention to proceed. If a letter of reprimand is decided upon, it must:

(1) Describe the offense in sufficient detail to enable the civilian technician to understand why the reprimand is being given.

(2) Inform the civilian technician that the letter will be filed as a temporary document in the OPF until a specific date. Retention period may not exceed one year, providing it does not relate to a continuing problem.

(3) Letters of reprimand, must as a minimum, contain the elements stated in paragraph 1-3(b), 1 through 4, TPR 752 and must be reviewed by the MPD/J1 prior to presentation.

f. Disciplinary adverse actions consist of change to a lower grade, suspensions, and removals. When an adverse action is proposed, the notice of proposed adverse action will include the elements contained in section 2-15, TPR 752.

g. Employees will, normally, be permitted to continue their duties while awaiting a decision letter and/or an effective date of an adverse action.

The fact that an adverse action is being proposed does not in itself mean that the technician should not be allowed to continue performing his/her normal duties. If, however, there is reason to keep the technician away from his/her normal duties, the Employer may detail the technician to other duties or, if necessary, indefinitely suspend the technician. NOTE: There must be some event that will bring an indefinite suspension to an end, and that event must be explained in the proposed adverse action notice. When the Employer determines that the technician's presence at the worksite may not be in the Government's best interest, the technician may be placed in a non-duty pay status for all or part of the time it takes to process the action.

12.2. APPEAL OF AN ADVERSE ACTION.

a. Employees will be given a ten (10) calendar day notice for (suspension) or a thirty (30) calendar day notice (for removal or reduction in grade) of the proposed adverse action, signed by the individual proposing the action. The employee or his/her representative will be given the opportunity to reply to the charges, in writing and/or in person, to the deciding official.

b. The employee will be given a Notice of Original Decision **within twenty (20) calendar days after the period for the technician reply has ended. If more time is needed, the deciding official may make a written request for an extension to the next reviewing official in the process.**

c. Upon receipt of the decision, the employee has twenty (20) calendar days to file for an appellate review by The Adjutant General or an Administrative Hearing conducted by a National Guard Hearing Examiner, but not both.

(1) Employees requesting an appeal shall state same in writing and may include with the appeal any evidence or other supportive documents. The appeal letter will also include whether or not the individual requests representation.

(2) If the employee requests a hearing, the DMP will submit a written request to NGB-**TN** for a list of examiners. In turn, NGB-**TN** will provide a list of hearing examiners from which The Adjutant General will make a selection. A letter will be sent advising the appellant of the name of the hearing examiner.
The hearing will be held before the selected hearing examiner who will provide a recommendation to The Adjutant General. The Adjutant General will consider the recommendation in making his final decision. If an employee appeals a disciplinary or adverse action, (unless identified as criminal or gross negligence) the action will normally be stayed pending the final decision of The Adjutant General. Stayed actions may be executed

upon the employee's receipt of the final decision, or by date determined by the appropriate authority. The Employer will pay the hearing examiner's per diem and travel expense.

(3) Prior to any pre-hearing conferences being conducted by a National Guard Bureau Hearing Examiner, the Employer agrees that, upon request, those witnesses the Employer intends to rely upon to support the reasons for the proposed action against the employee, will be made available to the extent it has control over them, for the employee or his/her representative to question.

(4) An adverse action will be carried out if there is no appeal to the action or if the appeal procedure has been exhausted and the action has been upheld in accordance with 32 U.S.C. 709(f).

ARTICLE 13 - HOURS OF WORK

13.1. BASIC WORKWEEK. Authority to fix the hours of duty of employees including the authority to fix basic workweeks and work schedules is vested in the Employer.

13.2. ALTERNATE WORK SCHEDULES. The Employer has the right to terminate, change, or not establish any alternate work schedule program. Both parties recognize WING HRR 990-3 will be used for Compressed Work Schedules. Should there be a major change in these guidelines, the Union will be consulted. Both parties recognize and agree that prior approval of the Chief, National Guard Bureau must be obtained in order to establish technician work schedules of less than five (5) workdays in accordance with 32 U.S.C. 709(h) and other applicable law, rule or regulation.

13.3. BREAK PERIODS. Break periods granted in accordance with these provisions are considered duty time and are included in the daily tour of duty. Break periods other than those provided herein may not be considered a part of the daily tour of duty; such periods must be charged to the appropriate type of leave.

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

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

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

13.4. REST PERIODS. Short rest periods during the daily tour may be permitted when such periods are beneficial and/or necessary in order to improve mission accomplishment. A rest period should not normally be a continuation of the break or lunch period.

13.5. LUNCH PERIOD. The lunch period shall be of thirty (30) minute duration and should not be interrupted by work calls or other official business. In the event the lunch period is interrupted or not started on schedule, the employee will be given equal free time to complete his thirty (30) minute lunch period.

13.6. CLEANUP TIME. Civilian technicians engaged in work involving dirty, toxic or hazardous materials will normally be allowed reasonable time, prior to lunch and at the end of each work day, for personal clean-up. Clean-up time should normally occur within the duty hours unless compensatory time has been previously authorized.

13.7. SHIFT DIFFERENTIAL. Night shift differentials will be paid to employees working other than the normal day shift operation in accordance with applicable rule and regulation. A night shift differential is part of basic pay and employees will be entitled to this pay during work time and regularly scheduled vacations.

a. Wage Grade employees will be entitled to pay at his/her scheduled rate plus a night shift differential (In accordance with 5 U.S.C. 5343 (f)).

(1) Amounting to seven and one half (7 ½) percent of that scheduled rate for regularly scheduled non-overtime work when a majority of the hours worked occur between the hours of 3 p.m. and midnight

(2) Amounting to ten (10) percent of that scheduled rate for regularly scheduled non-overtime work when a majority of the hours worked occur between the hours of 11 p.m. and 8 a.m.

b. General schedule employees will be entitled to pay at his/her scheduled rate plus a night shift differential amounting to ten (10) percent of that scheduled rate for regularly scheduled non-overtime for hours worked between 6 p.m. and 6 a.m. (In accordance with 5 U.S.C. 5545 (a))

c. Employees are not entitled to payment of night differential during periods of overtime work (50 Comp. Gen. 847 (1971)) (reference (p)). National Guard technicians are not entitled to premium pay for overtime. They earn compensatory time.

ARTICLE 14 - HOLIDAYS

14.1. PAID HOLIDAYS. Employees shall receive pay for all federally designated holidays in accordance with their regular work schedules, including holidays established by the President of the United States. Pay for established holidays will be in accordance with applicable laws of appropriate authority.

14.2. COMPENSATORY TIME. Employees entitled to compensatory time or premium pay will be afforded same in accordance with applicable regulation.

14.3. RELIGIOUS HOLIDAYS. Employees whose religious holidays are different than holidays established as Federal Holidays may request leave without pay, annual leave or compensatory time for observance of religious holidays subject to Employer approval. Approval will be based on the availability of personnel to satisfy mission requirements.

ARTICLE 15 - LEAVE

15.1. GENERAL. For specific application and use of leave see WING HRR 630.

15.2. ANNUAL LEAVE.

a. Annual leave is earned by an employee and as such is part of the employee's wages and benefits. The laws and regulations of appropriate authority will govern the amount of annual leave earned by an employee. Employees have a right to use all earned annual leave or to accrue and carry over annual leave from year to year in accordance with applicable laws and regulations of appropriate authority. The Employer agrees not to interfere with the employee's right to carry over maximum permissible amounts of leave from year to year.

b. When a supervisor approves employees' annual leave for extended vacation purposes and when two (2) or more employees are in competition for the same vacation period, due consideration should be given to their length of service in the bargaining unit, service computation dates, and mission accomplishment. Whenever there is competition between technicians with the same position classification in the same work center, first preference will go to the employee who requested leave earliest. Nothing in this section shall preclude an employee from exchanging schedules with another employee upon mutual consent of the parties subject to the approval of their supervisor(s).

c. Requests for annual leave for unanticipated circumstances (emergencies) will be made as soon as the need is known. In situations where the employee is unable to report to work the request for annual leave will normally be made within one (1) hour following the starting time of the employee.

15.3. SICK LEAVE.

a. Sick leave, like annual leave, is part of the employee's wages and benefits associated with Federal employment. As such, the employee will not be encumbered from the legitimate use of sick leave, subject to supervisory approval, for its intended purpose. Employees will accrue sick leave in the amounts established by laws and regulations of appropriate authority. Sick leave not used during the year in which it accrues, accumulates and is available for use in succeeding years. Accrued Sick Leave will be made available under the provisions of Family Medical Leave Act (FMLA) and applicable regulation (e.g. 5 CFR Part 630)**, and FPH**.

b. Sick leave may be granted when a technician is physically incapacitated to do his/her job, or for related reasons. Such related reasons are:

(1) Receives medical, dental, or optical examination or treatment**;**

(2) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth**;**

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

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

c. Employees will be briefed on the proper use of sick leave and the benefits associated with the accumulation of sick leave. Employees, who are suspected of abusing their sick leave (pattern) should be counseled and/or disciplined in accordance with applicable regulations. The number of hours of approved sick leave used during any established time period shall not serve as the sole basis for making a determination that an employee is abusing sick leave. Disciplinary action taken by the Employer regarding alleged sick leave abuse must be made known to the employee prior to such action being taken.

d. For an absence in excess of three (3) consecutive workdays, the supervisor may require a medical certificate, or other administratively acceptable evidence as to the reason for the absence. Medical certificates may also be required during periods of absence shorter than three (3) workdays when a supervisor determines it is necessary. If a supervisor suspects abuse of sick leave the .employee(s) may be

counseled. Employees will have these counseling sessions documented in their NGB form 904-1.

e. Employees are expected to request sick leave from their supervisors as far in advance as possible of their intended use of sick leave on any particular day(s) or at any particular time of day. When calling in, employees are expected to indicate when they anticipate returning to work. Should the employee be unable to call in he/she may have someone else call in for him/her. If the employee is unable to contact the supervisor they may leave their request for sick leave with the supervisor's designee.

f. In the event of prolonged illness or disabling injury, when the employee's accrued sick leave has been exhausted, the Employer may grant advanced sick leave in accordance with applicable regulations.

g. Employees on any other approved leave (except leave for active duty) may have that leave changed to sick leave should the employee encounter circumstances which warrant the use of sick leave. The employee will be responsible for notifying his or her supervisor as soon as possible of the request to change leave status.

h. Employees' sick leave records shall be releasable only in accordance with federal laws and regulations. This does not preclude management and supervisors from reporting and discussing sick leave among themselves as part of the process of managing employees.

15.4. FAMILY AND MEDICAL LEAVE ACT. For specific application and eligibility rules refer to all applicable laws and regulations.

a. PROVISIONS OF LAW.

(1) Section 6381 through 6387 of Title 5 U.S.C., as added by Title 11 of the Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides covered Federal employees with entitlement to twelve (12) workweeks of unpaid leave during any twelve (12) month period.

(2) Under certain conditions, FMLA leave may be taken intermittently, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. An employee may elect to substitute other paid time off, as appropriate, for any unpaid leave under the FMLA. FMLA leave is **a category of unpaid or** paid time off available to an employee.

b. FAMILY MEMBER DEFINED. Family member means the following relatives of the employee: spouse and/ or their parents; children, including

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

c. Military Caregiver Leave (also known as Covered Service member Leave)

(1) During a single 12-month period, eligible employees who are family members of "covered service members" are entitled to take up to 26 workweeks of leave (in contrast to the 12-workweeks of leave authorized for other FMLA leave) to care for a covered service member with a serious illness or injury incurred in the line of duty while on active duty.

(2) To be eligible to take military caregiver leave, the covered service member needing care must be either:

(a) Be undergoing medical treatment, recuperation, or therapy;

(b) Be in outpatient status; or

(c) Be on the temporary disability retired list.

(3) “Covered service members” are defined as current members of the Regular Armed Forces or the National Guard or Reserves, and members of the Regular Armed Forces, the National Guard and the Reserves who are on the temporary disability retired list.

(4) Former members of the Regular Armed Forces and National Guard and Reserves and members of the permanent disability retired list, however, are <u>excluded</u> from the definition of covered service members.

(5) A request for military caregiver leave may be supported by a certification completed by:

(a) A DOD health care provider;

(b) A VA health care provider;

(c) A DOD TRICARE network authorized private health care provider; or

(d) A DOD non-network TRICARE authorized private health care provider.

d. JOB BENEFITS AND PROTECTION

(1) Upon return from FMLA leave, an employee must be returned to the same position or to an “equivalent” position with equivalent pay status, and other terms and conditions of employment.

(2) An employee who takes FMLA leave is entitled to maintain health benefits coverage. An employee may pay the employee share of the premiums on a current basis or pay upon return to work.

(3) Qualifying Exigency Leave (also known as Active Duty Leave)

(a) Entitles eligible employees with a “covered military member” serving in the National Guard or Reserves to 12 workweeks of FMLA job-protected leave for “any qualifying exigency” arising from a covered military member’s active duty or call to active duty status in support of a contingency operation.

(b) A “qualifying exigency” falls into seven specific categories in which an eligible employee may take leave because of a qualifying exigency:

(1) Short-notice deployment;

(2) Military events and related activities;

(3) Childcare and school activities;

(4) Financial and legal arrangements;

(5) Counseling;

(6) Rest and recuperation; and

(7) Post-deployment activities.

(4) The leave may also be extended to additional activities agreed to by the employer and employee that are not encompassed within the other categories.

(5) A “covered military member” is defined as an employee’s spouse, son, daughter, or parent on active duty or called to active duty status. The new regulations further define a “son or daughter on active duty or called to active duty status” as an employee’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty, and who is of any age.

e. ADVANCE NOTICE AND MEDICAL CERTIFICATION

(1) The employee must provide notice of their intent to take family and medical leave not less than thirty (30) days before leave is to begin or as soon as is practicable.

(2) An agency may request medical certification for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the employee (Example: A supervisor would request a medical certification if he/she had no firsthand knowledge of the situations).

15.5. LEAVE FOR MILITARY DUTY.

a. Employees shall be entitled to military leave in the amounts established by law or regulations of appropriate authority. Such leave shall not be used for other than its intended purpose.

b. Employees may be permitted to utilize their military leave, annual leave, leave without pay or combination thereof, provided the manner of usage is not prohibited by any law or regulation of appropriate authority. Management will take into consideration mission essential requirements, and will when possible, arrange employee work schedules to allow for them to have scheduled days off immediately preceding and/or following the required military leave.

(1) 120 hours Military Leave. Employees shall be authorized one hundred twenty (120) hours military leave annually.

(2) 44 days Military Leave. In certain situations, an additional forty four (44) days of military leave may be granted for military technicians who elect to serve on active duty without pay in operations OCONUS

(3) 22-Day Leave (LAW ENFORCEMENT LEAVE). A technician is authorized additional military leave, not to exceed twenty two (22) workdays in a calendar year, for the purpose of performing military duties in support of civil authorities in the protection of life and property, or to perform full-time military service as a result of call or order to active duty in support of a contingency operation.

15.6. COMPENSATORY TIME. Compensatory time must be taken within twenty-six (26) pay periods from the pay period in which it was earned. Compensatory time not used within twenty-six (26) pay periods will be forfeited and may not be reinstated. Compensatory time will be taken before annual leave.

15.7. LEAVE WITHOUT PAY.

a. Leave without pay (LWOP) is an approved leave for which an employee receives no compensation. An employee may request LWOP and approval will depend on reasons for the request and the mission requirements of the Employer.

b. The effect of LWOP on other employee entitlements will be in accordance with applicable laws and regulations of appropriate authority. The employee may contact the MPD/J1 to be made aware of any potential loss of entitlement/benefits from the use of LWOP.

15.8. VOLUNTARY LEAVE TRANSFER. The voluntary leave transfer program is used to donate unused annual leave to another technician's leave account. When a need arises, this program will be implemented in accordance with WING HRR 630.

ARTICLE 16 - EXCUSED ABSENCES

16.1. GENERAL. An excused absence is an absence from duty administratively authorized without charge to leave or loss of pay. The following sections identify some appropriate uses for excused absences. WING HRR 630 and the applicable TPR govern the employee's civic duty responsibilities and other uses where excused absences may be appropriate.

a. Employees may be eligible for an excused absence when required to serve as jurors, or for attending judicial proceedings in a non-official capacity as a witness on behalf of Federal, State or local governments. If service as witness is on behalf of a private party, the employee may be charged annual leave.

b. The parties acknowledge that the donation of blood is a generous gift and a necessity to ensure an adequate blood supply in the community. Blood donations will be coordinated with the supervisor in advance so as to minimize the impact on the workforce and insure continuity of necessary functions. When mission requirements allow, the supervisor will normally grant an excused absence not to exceed three (3) hours for whole blood, four (4) hours for double red blood cells and six (6) hours for platelets. These time frames will ensure for the transportation of the donor to a blood center of his/her choice and the appropriate amount of time for recuperation after the donation. When a blood drive is to be held the parties will coordinate the activities so as to encourage maximum participation.

c. The Employer (or his designee) shall make every reasonable effort to ensure the health, safety, and wellbeing of Employees (In accordance with WING-HRR 610-1). Any time the normal operations of the Employer are interrupted because of emergency situations and the Employer decides to suspend operations as much as possible, employees on duty at that time will be granted excused absence unless their services are otherwise required.

d. Employees who request annual leave due to emergency weather conditions and report for duty after the activity has been shut down will be granted excused absence from the time they actually report. The Air Commander/Detachment Commander or his/her designee will establish verification procedures.

e. The employer may grant excused absence to personnel who stop and render assistance in accidents or other emergencies (if the assistance caused tardiness on the employee's part).

f. General Dental – When mission requirements allow the employer may grant an excused absence one time not to exceed (4) hours for annual dental cleaning and exams per year. An approved dental form or other administratively acceptable evidence will be required to substantiate treatment.

16.2. TARDINESS.

a. Tardiness may be excused by an employee's immediate supervisor for absences of up to one (1) hour. If leave is charged the employee will not be required to work for the period of charged leave.

b. The parties acknowledge that volunteer fire fighting/EMS is a generous gift of time and a necessity to ensure adequate fire support in some communities. Emergency situations may develop in Employees off-duty responsibilities that would require fire support /EMS duties that may impact their arrival to work. These situations may be addressed through adjusted work schedules, annual leave, LWOP, in accordance with WING HRR 630 and any other rule of appropriate authority. These actions should not be held against the employee when deemed appropriate by the local authority. Employees are expected to notify their supervisors as soon as possible of their situation. When calling in, employees (or representative party) are expected to indicate when they anticipate returning to work. Should the employee be unable to call in he/she may have someone else call in for him/her. If the employee is unable to contact the supervisor they may leave their arrangement with the supervisor's designee.

16.3. FEDERAL EMPLOYMENT. The Employer holds discretionary approval of excused absence for the purpose of interviewing for federal employment within the Wisconsin Air National Guard in accordance with WING HRR 630.

ARTICLE 17 - MERIT PROMOTION AND INTERNAL PLACEMENT

17.1. PURPOSE. To provide upward mobility for dual status and non-dual status military technicians by giving full consideration to the on-board technician force. To provide procedures that will insure that technicians receive full consideration for all position vacancies for which they qualify. Recruitment should be from qualified individuals from appropriate sources in an endeavor to achieve workforce from all segments of society, and the selection and advancement should be determined solely on the basis of relative ability, knowledge and skills, after fair and open competition which ensures all receive equal opportunity (5 U.S.C. 2301(b)(1)).

17.2. POLICY. It is the policy of the Wisconsin Air National Guard that all technician positions be filled by the best qualified individuals available and ensure that all technicians have an opportunity to develop and advance to their full potential. All technician vacancies will be filled on the basis of merit and job-related factors. For purposes of this agreement, military requirements may be considered as job-related qualifying factors for positions in the excepted service such as; grade (with respect to grade inversion), commissioned officer or (for certain positions), AFSC (with respect to compatibility and prerequisites) and unit assignment (with respect to compatibility). All actions under this agreement will be made without discrimination for non-merit reasons such as race, color, religion, sex, national origin, marital status, **sexual orientation,** membership or non-membership in an employee organization or labor organization and age or non-disqualifying physical handicap (except for a military membership requirement for excepted military technicians).

17.3. SCOPE. This agreement encompasses all Air National Guard bargaining unit positions in the State of Wisconsin. It will be used in filling positions in the dual status and non-dual status military service through initial appointment, promotion, reassignment, reinstatement, demotion and/or transfer.

17.4. RESPONSIBILITIES.

a. The Adjutant General is the appointing authority for the Wisconsin Air National Guard technician program and is the highest level of authority in the State concerning the overall application of this Merit Placement Plan.

b. The DMP is responsible to The Adjutant General for ensuring that the requirements of this Merit Placement Plan are carried out. The DMP will:

(1) Develop, maintain, evaluate and revise the program as necessary.

(2) Assure compliance with the program.

(3) Provide guidance and assistance to commanders and supervisors concerning their responsibilities under this plan.

(4) Assure that candidates are properly evaluated and certified for placement.

(5) Maintain necessary records.

c. Managers and supervisors will:

(1) Ensure that technicians under their supervision are aware of Applicable Presidential Memorandum's, TPRs and local regulations.

(2) Ensure that actions effected within their area of responsibility are based on merit without discrimination.

(3) Encourage technicians under their supervision to participate in developmental opportunities and to apply for positions for which qualified.

(4) Review applicants' qualifications as part of the selection process.

(5) Ensure that technicians under their supervision who are absent (military duty, compensable injury which does not exceed 1 year) are informed of and considered for positions for which qualified.

d. Individual technicians are responsible for:

(1) Pursuing developmental opportunities in preparing to assume higher level duties.

(2) Familiarizing themselves with the provisions of applicable Presidential Memorandum's, TPRs and local regulations.

(3) Ensuring that application forms and OPFs contain accurate and current information concerning qualifications and self-development activities.

17.5. MANAGEMENT'S RIGHTS. Recognizing that it is essential to the accomplishment of the mission of the Wisconsin Air National Guard that technician positions be filled with the best qualified individuals available. Management retains the right to select, or not select, candidates from any appropriate source most likely to best meet the mission objectives of the Wisconsin Air National Guard.

17.6. ACTIONS EXEMPT FROM COMPETITION. . There are special circumstances that allow management to select individuals without competition. Management will follow the applicable TPR and HRR.

17.7. REQUEST FOR FILLING VACANCY. When requesting that a position be filled, the supervisor will submit an Electronic Request for Personnel Action (eRPA), to the MPD/J1. Required information on the eRPA:

a. Position title, job number, grade(s), and location.

b. Type of appointment (for those positions that can be filled by either dual status or non-dual status military technicians).

c. Military grade (officer, enlisted).

d. Recommend area of consideration.

e. Recommended selective placement factors.

f. Designated security clearance required.

g. Medical standards/physical requirements and/or requirement for periodic medical evaluation when applicable.

h. Work week, standard or compressed.

17.**8**. JOB ANNOUNCEMENTS. As a minimum, the job announcement will contain the following information:

a. Title, series, grade and salary range of the position.

b. Type of appointment--dual status or non-dual status.

c. Military requirements (officer, enlisted) and compatibility requirements.

d. Organizational and geographical location of the position.

e. Summary of duties and minimum qualification requirements.

f. Information regarding known promotion potential, if applicable.

g. Special conditions of employment, or developmental training, if applicable.

h. Opening and closing dates and how to apply.

i. Equal employment opportunity statement.

j. Designated security clearance required.

k. Medical standards/physical requirements and requirement for periodic medical evaluation when applicable.

l. Standard or compressed workweek.

17.**9**. MULTIPLE GRADE LEVELS. Management may elect to advertise a position at more than one grade level for upward mobility purposes, or to avoid re-advertising because of insufficient qualified candidates at the maximum grade.

17.**10**. POSTING OF ANNOUNCEMENTS. Vacancy announcements will normally be posted for a minimum of fifteen (15) calendar days. To ensure that all interested persons are aware of the vacancy, announcements will be posted conspicuously throughout the area of consideration in those areas most accessible to all members of the Wisconsin National Guard.

17.**11**. AREAS OF CONSIDERATION.

a. The area of consideration for each specific position vacancy announcement will ensure the receipt of sufficient highly qualified candidates. The grade and type of position, availability of candidates, position qualifications, budgetary limitations, and compatibility requirements will be considered for a particular placement action when it has been determined that the initial area would not produce a sufficient number of highly qualified candidates. Following are the established areas of consideration:

AREA I. All military technicians in the Wisconsin Air National Guard.

AREA II. All members of the Wisconsin National Guard.

AREA III. Personnel eligible for membership in the Wisconsin National Guard.

AREA IV. All non-dual status military technicians of the Wisconsin National Guard (for non-dual status positions).

AREA V. Nationwide applicants from outside the Wisconsin Air National Guard, this includes individuals on an OPM certificate and those eligible for reinstatement due to prior competitive status.

b. Job vacancy announcements may be restricted to Areas I and II because of budgetary limitations or for internal workforce reorganization or as a re-result of reclassification action of a position with sufficient changes to require the position to be advertised.

c. Positions may be advertised simultaneously to more than one area.

d. Advertisements may be restricted to excepted technicians in the Wisconsin National Guard within a particular organization when necessary to permit downsizing or realignment within that organization.

17.**12**. APPLICATION PROCEDURES. The **resume** is the basic document by which the individual's qualification for the position is determined. It must therefore reflect the applicant's current and past employment data as well as military duty assignments, qualifications, and training. Complete and accurate data is essential to ensure fair evaluation of candidates. Along with the **resume**, supplemental forms that reflect the candidate's military qualifications may be submitted. Application **packages** will be submitted as follows:

a. **Resumes and supporting documentation** must be forwarded directly to USA staffing either by electronically uploading the application **package** through the web-based recruitment tool or by fax. This is the only acceptable application process. DMP/J1 will no longer accept applications for vacancies. Application **packages** will be accepted by USA staffing up to midnight Eastern Standard Time on the closing date published within the position vacancy announcement.

17.**13**. BASIC ELIGIBILITY. Candidates must meet the selective placement factors for the position (as noted on the job announcement) to be considered qualified and therefore eligible. If needed, the DMP may appoint a competent subject matter specialist to evaluate the candidates. Applicants who do not meet the minimum qualifications will be notified.

17.**14**. SELECTIVE PLACEMENT FACTORS. Selective placement factors are the specialized skills and experience as part of the basic eligibility requirements for the position.

17.**15**. CONDITIONS OF EMPLOYMENT. Conditions of employment are requirements which are necessary in order to perform the duties of the position (e.g., security, medical/physical requirements and education requirements). In addition, positions may have established requirements which must be met for continued retention (e.g., developmental training). Conditions of employment and requirements for continued position retention must be included in the vacancy announcement.

a. Security requirements. A technician is subject to personal security requirements in accordance with **Homeland Security Presidential Directive (HSPD) – 12 and 5 C.F.R**. **302.203.** The MPD/J1 must determine in coordination with the Information Protection Officer (IPO) whether an applicant has the required security clearance for the assignment. When a technician cannot meet the security requirements of the position, action must be taken IAW TPR 715, paragraph 3-2.

b. Medical/physical requirements. Applicants must meet any medical standards or physical requirements designated for the position.

17.**16**. EVALUATING CANDIDATES. All vacancies will be filled in accordance with applicable Presidential Memorandums **(previously vetted by NGB and identified as being entirely or partially applicable to National Guard agencies)**, TPRs and local regulations. **If an applicant has been determined non-eligible based on experience, the application package may be sent to a subject matter expert (SME) for review.**

17.**17**. CERTIFICATION. Eligible candidates will be sen**t** to the selecting official through USA Staffing.

17.**18**. REFERRAL OF CANDIDATES. Following the determination of basic eligibility and evaluation of candidates based on NGB qualification standards.

a. It is the understanding of both Management and Labor that it is a mutual benefit to promote the upward mobility and advancement of employees within the organization. All bargaining unit employees will receive first consideration for a vacancy when such vacancy is identified as a position having known promotion potential (multiple grades within the same job series).

b. Notify all individuals who did not meet the criteria for consideration.

17.**19**. ACTION BY THE SELECTING SUPERVISOR. The selecting supervisor is free to select or non-select any candidate referred to him/her in compliance with EEO laws and regulations/laws relating to prohibited personnel practices. An interview panel will review the application documents and conduct interviews, however a selection should not be based on the contents of the application alone, nor should the selection be based on the interview, alone. Supervisors may also review the candidate's OPF/eOPF, if the candidate is a current technician employee. It is important that supervisors consider all relevant data in evaluating candidates. Upon receipt of the selection certificate, the selecting supervisor will:

a. Interview candidates.

(1) To avoid a perception of bias or pre-selection, an interview panel consisting of at least three individuals will be used.

(2) Every effort will be made to conduct personal interviews. If not possible, telephone interviews should be conducted.

b. Make a tentative selection and verify qualifications and applicable military requirements.

c. Make a final selection. (Note: If all candidates are rejected, the selecting official will annotate that in the USA Staffing application and return to the MPD/J1).

d. Notify the selected candidate. (Note: If additional training is required the selectee will submit a written statement to the effect that he/she understands this condition of employment and forwarded to MPD/J1 for review and monitoring.)

e. Notify those candidates not selected.

f. Negotiate a release date between gaining and losing supervisor in the case of individuals currently employed by the federal government.

g. Sign and return the selection certificate to MPD/J1 through the USA Staffing application.

17.**20**. ACTION BY THE MPD/J1. A representative of the MPD/J1 will:

a. Ensure that selecting supervisor has complied with local regulations.

b. Arrange for a release date if requested.

17.**21**. RELEASE OF SELECTEE. After selection for promotion or placement, a technician must be released promptly from his/her present

position. Release will normally be within two (2) weeks after selection. In all cases, the release date will not be delayed longer than thirty (30) days without approval of the DMP.

17.**22**. RECORDS RETENTION. Sufficient records are required to allow reconstruction of the placement action to provide, for an evaluation of merit promotion/placement plan, for a clear record of the actions being taken and for proof that technician vacancies are filled on a fair and equitable basis in accordance with this article.

a. The following records are to be maintained in the MPD/J1:

(1) Copy of the vacancy announcement.

(2) Copy of **Non-Traditional Certificate of Eligibles** and **Notice of Results for each applicant**.

(3) Copies of resume and attached documents (may include cover letter).

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

b. Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution.

17.**23**. PRIVACY PROTECTION. Information relating to individual placement action or to the candidate will not be discussed with or shown to unauthorized individuals. Supervisors and personnel specialists participating in merit placement actions will not disclose the details of their work to unauthorized persons.

17.**24**. GRIEVANCES. A technician who believes that proper procedures were not followed in a particular placement action, for which they were an applicant, may present a grievance under applicable grievance procedures.

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

b. The Employer, upon written request, in a grievance regarding a specific merit placement, will provide the Union with promotional material utilized in assessing the qualifications of the eligible candidates provided that:

(1) Such material must be sanitized of the actual names, addresses and social security numbers of the candidates.

(2) Code names will be substituted for the actual names of the candidates and will be used consistently throughout the promotional material provided.

(3) The code name of the selectee will be identified.

(4) Upon the order of an arbitrator, the Union will be informed of the actual names of the candidates.

(5) The Union must safeguard and maintain the confidentiality of the promotional material.

17.**25**. DISCRIMINATION COMPLAINTS. Allegations of discrimination because of race, color, religion, sex, age, handicapping condition, **sexual orientation** or national origin made during any phase of selection process will be considered under the Wisconsin National Guard Equal Employment Opportunity Program, or other applicable procedures.

17.**26**. OTHER. Other complaints or inquiries including those made by non-technician candidates should be directed to the MPD/J1. All such inquiries will be considered and every effort made to resolve such complaints.

17.**27**. CORRECTIVE ACTION. Action taken to correct procedural, regulatory or program violations will be taken in accordance with applicable TPR and HRR's.

ARTICLE 18 - POSITION DESCRIPTIONS

18.1. GENERAL. Each employee is entitled to a position description, which accurately reflects the employee's title, series, grade classification, and clearly states and defines the major duties and responsibilities of the position. The employee's position description will be reviewed and discussed at least once annually by the supervisor and the employee. The employee's input will be considered in making any revisions of this position description.

a. Should the position description contain an "other duties as assigned" clause, the Employer agrees that such duties will be assigned in accordance with rules and regulations of appropriate authority. Higher

graded duties of a regular and recurring nature must be reflected in the individual's position description.

b. Any employee in the unit who believes that he/she is performing duties beyond the scope of the job description shall have the right to request, through the supervisor, that the job description be reviewed (desk audit). The Employer shall provide technical advice and assistance to the supervisor and employee in resolving classification questions. If a satisfactory resolution of the employee's complaint is not reached, the employee may appeal on the series, title and grade of the position description (classification). If an employee is a GS employee, he / she may submit his/her appeal through the supervisor, MPD/J1 and Defense Civilian Personnel Advisory Service (DCPAS), or directly to OPM. If he/she is a WG employee, he / she must submit the appeal through the MPD/J1, to Defense Civilian Personnel Advisory Service (DCPAS) and to OPM. Both the supervisor and the employee must certify that the position description in question is correct, before an appeal can be made.

18.2. WORK OUTSIDE A POSITION DESCRIPTION. When the Employer determines that an employee is required to perform work outside of his/her position description that may constitute a risk of personal injury to him/herself or of damage to equipment, the Employer will provide the supervision of a journeyman or supervisor qualified in the appropriate trade or craft.

ARTICLE 19 - PERFORMANCE STANDARDS AND APPRAISALS

19.1. FORMAL APPRAISALS. Formal appraisals will be conducted and documented on an automated NGB Form 430. The normal appraisal period will be 01 October through 30 September each year.

a. Employee Acknowledgement. The employee should digitally acknowledge the appraisal. Signature by the employee does not necessarily constitute agreement with the appraisal. It is an indication that the employee has reviewed and discussed the appraisal with the supervisor.

b. Appeal. Employees may file an appeal through the appellate procedures contained in TPR 430 and WING HRR 430-1, including supplements. Contact the Labor Relations Specialist (LR) for additional assistance in filing an appeal.

(1) As a minimum, the appeal request will contain the following information:

(a) Name of the technician filing the appeal.

(b) Organization (assigned work area.)

(c) The appraisal being appealed, to include the time period covered by the appraisal.

(d) Information which serves as the basis for an appeal, to include reasons why the appraisal should be changed.

(e) Date the appraisal was received.

(f) A statement that a hearing is or is not desired.

(g) Civilian technician's representative, labor or other, if applicable.

(2) Appeals must be addressed and forwarded to:

State of Wisconsin, Department of Military Affairs
Office of The Adjutant General ATTN: WIJS-LR
2400 Wright Street
Madison, WI 53704-2572

(3) The Adjutant General will issue his final decision within thirty (30) calendar days of receipt of the recommendation from the State Review and Appeals Board. This decision may be delayed, should there be mitigating circumstances warranting such a delay.

19.2. PERFORMANCE FEEDBACK. Performance feedback is an ongoing responsibility of the supervisor. Employees are entitled to informal discussions of the status of their performance periodically during the appraisal period. These informal discussions should note the employee's positive aspects as well as identifying any deficiencies (and should be documented on the NGB 904-1). Supervisors will give guidance and advice to each technician as necessary on how performance can be improved. Employees may request to meet with their supervisor during the rating period to review their performance as compared to the established standards.

19.3**.** UNACCEPTABLE/MARGINAL PERFORMANCE. Actions intended by the Employer based on unacceptable/marginal performance, including the denial of a within-grade or step increase shall not be taken unless the following requirements have been met. The employee against whom such action is being taken shall receive specific counseling concerning instances of unacceptable/marginal performance. The counseling at a minimum shall:

a. Specify the areas of the deficiencies and what is expected to bring performance up to the satisfactory level.

b. Identify assistance available to the employee to enhance improvement.

c. Identify a time period for demonstration of improvement. (**Normally ninety (90) to** one hundred twenty (120) days for a marginal appraisal.)

d. Specify that if performance is not brought up to an acceptable level, a thirty (30) day notice of proposed action will be issued.

(1) Pencil annotations to NGB Form 904-1 may be used as a record of these actions. Employees will initial these counseling sessions.

(2) If in the supervisor's opinion, the employee may be able to demonstrate acceptable performance with additional time the supervisor may delay any action to be taken. This includes the delaying of any within-grade or step increase until such time as the employee attains an acceptable level of performance. The decision on the part of the supervisor is considered only an extension of time for the employee to demonstrate proficiency.

(3) In such circumstances, should the employee attain satisfactory performance, the employee will receive the increase effective at the time of attaining the satisfactory performance level. Should the employee not attain the satisfactory performance level, the thirty (30) day notice will be issued.

19.4. ACTIONS BASED ON UNACCEPTABLE PERFORMANCE. The thirty (30) day written notice of proposed action will include all the requirements specified in accordance with applicable regulations. An appeal of such action must be filed within the thirty (30) day notice period and must meet the requirements in accordance with applicable regulations.

ARTICLE 20 - TRAINING

20.1. DETERMINATION. Although it is expected that personnel are basically qualified to perform their duties as a prerequisite of employment, the parties recognize the possible need for additional training or retraining. It is recognized that training is a valuable means of assisting the civilian technician in improving performance or reaching full potential. Counseling sessions between supervisor and civilian technicians may result in the identification of specific training needs. Recommendations for training should not be limited to less than the fully acceptable performer, but may be made available to assist a technician to achieve a higher level of job performance and proficiency. Thus, training may be remedial or developmental and may be applicable to developmental and journeyman

level positions. The employee is encouraged to notify the union when placed into a remedial training program.

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

20.3. ATTENDANCE. Employees may attend an appropriate course of instruction or participate in special exercises in a military or civilian status as directed by management.

20.4. TRAINEES. A training program for appropriate employees may consist of:

a. On-the-job training of a specified duration, or;

b. Satisfactory completion of required skill level training as appropriate.

ARTICLE 21 - DETAILING/TEMPORARY PROMOTION

21.1. COVERAGE. Detailing to higher graded positions or to positions with known promotion potential will be consistent with the spirit and intent of the Code of Federal Regulations (CFR) and National Guard Regulations.

a. A detail to a higher graded position is appropriate when an individual's service is required for two (2) pay periods or less in that position. A temporary promotion will be granted when management determines the detail would otherwise extend for more than two (2) pay periods.

b. When it has been determined by management that a temporary promotion of more than eight (8) pay periods is appropriate, the position will be filled utilizing competitive procedures. In addition, the following will be made clear to the selected technician before he/she accepts a temporary promotion:

(1) Why it is only a temporary promotion.

(2) That the temporary promotion may be terminated by management when the services are no longer required, even though the anticipated duration has not been reached.

c. Temporary promotions will not be utilized for training or evaluating a technician in a higher graded position.

21.2. ROTATION OF DETAILS. Details to perform duties of a higher level may be rotated among qualified employees as determined by the Employer to the fullest extent practical. The detail procedure will not become a device to afford some employees an undue opportunity to gain qualifying experience. Conversely, details to lower graded duty will not be used as discipline, harassment, or reprisal.

21.3. DOCUMENTATION. Standard Form 52 shall be used as documentation of a detail or temporary promotion in accordance with applicable regulations.

ARTICLE 22 - TEMPORARY DUTY

22.1. TECHNICIAN TRAVEL/RECOGNITION. Authority for travel and for payment of per diem and reimbursement of expenses incident to all travel will be in accordance with applicable regulations of appropriate authorities. The use of the word "travel" for the purposes of this Agreement shall include the costs associated with transportation, meals, lodging and any other incidentals associated with an employee's official travel. Employees on official travel will be authorized the appropriate amount permitted under the Joint Travel Regulations (JTR).

a. The Employer recognizes that technicians traveling TDY in technician status are excepted civil servants of the Federal government.

b. The Employer agrees to reconsider this article upon substantive changes in applicable rules, regulations and statutes governing issuance of official identification cards.

c. Civilian technicians will be assisted by appropriate management representatives in coordination of travel for temporary duty away from home station normally not later than five (5) days prior to departure. This assistance should include, to the maximum extent possible, but not limited to, areas concerning work schedules, per diem, allowances, types of travel, types of quarters, types of leave used, use of credit cards and acceptance of them at TDY locations, and the names of supervisors in charge of all aspects of the duty. Volunteers will be requested and considered in all travel when feasible.

d. Representation during Temporary Duty Assignments: As required, a member of the Labor Organization may be designated to represent the TDY bargaining unit member(s). This representative will be responsible to assist the member(s) to secure information relative to personnel problems experienced during the course of the TDY.

The designated Labor Organization representative will have the authority to bring such concerns to the attention of the designated mission commander or the supervisor in charge for resolution. When a problem or concern surfaces during the TDY (within the scope of this agreement) which cannot be resolved, it may be processed using the negotiated grievance procedure upon return to home station.

e. When civilian technicians are sent to repair equipment out of commission at other than home station, full consideration wil**l** be given by the employer to the method, the means, and the appropriate number of personnel by which such repair should be accomplished, to ensure both expeditious job accomplishment and safety of personnel.

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

22.3 ADVANCE OF FUNDS.

a. Employees will not be required to bear the cost of travel out of their own personal funds. Therefore, employees are entitled to request and may receive the Government Travel Charge Card. Only those individuals who are not eligible, or exempt, for a travel charge card or have had their travel card closed, suspended or deactivated may receive an EFT travel advance. Entitlements to this card and concerning its use are outlined in DoD FMR Volume 9, Chapter 3. Procedures will be developed to communicate deactivation of their Government Travel Charge Card, for non-use, to the employee prior to the cards deactivation.

b. Travel card advances are authorized **IAW the current travel rules provided by the Defense Travel Management Office (DTMO)**.

c. If an individual is notified of a delinquent Government Travel Card account for a trip has not yet received a per diem payment for the trip, the individual must report this to his/her supervisor. It is the agencies responsibility through the supervisor, to report this to the servicing payroll office who will notify the contractor for the Government Travel Card that the individual should not be considered delinquent.

22.4. LODGING. Employees on official travel shall be provided lodging or quarters in accordance with the travel regulations of appropriate authority.

22.5. DEFENSE TRAVEL SYSTEM (DTS). Employee's will use DTS in accordance with Joint Federal Travel Regulations (JFTR). The employer may provide DTS training on an as required basis for new and existing members.

ARTICLE 23 - STANDBY and ON-CALL TOURS

23.1. SCOPE: Management through dedicated partnership with Labor must ensure the Agency's mission is completed during non-duty hours. When used properly, both "Standby Duty" and "On-Call" status give managers important tools to guarantee mission coverage during times of critical need. The agency is responsible for determining the need for "standby duty" and/or placement in "on-call" status. Management must place the technician in the appropriate status and provide information pertaining to restrictions and permitted activities.

Standby duty imposes significant restrictions in the Technician, and provides for compensatory time for the period spent on standby outside the regular tour of duty. "On-Call" status provides for compensatory time only for those hours when the technician is actually called in to perform work. The use of electronic devices (i.e. beepers, cellular telephones, etc.) may be used as a tool at management's discretion solely for the purpose of notification of employees. Use of these devices in itself does not constitute the status in which a technician is performing.

23.2. STANDBY STATUS

a. "Standby" status, when applicable, will be the primary means of effecting the Agency's mission during non-duty time. In each affected work center, the supervisor shall solicit volunteers and/or produce rotational schedules of employees who will be ready to respond in case of management need. The Agency, understands that standby duty imposes significant restrictions on the Technician, and provides for compensatory time for period spent on standby outside the regular tour of duty.

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b. A standby tour consists of periods in which an employee is;

(1) Restricted to the agency's premises, or so close to the premises that the employee cannot use the time effectively for his or her own purpose; or

(2) Restricted to his or her living quarters or designated post of duty, has his or her activities substantially limited, and is required to remain in a "state of readiness" to perform work.

23.3. ON CALL STATUS. On call is considered a unpaid status.

a. “On Call” status may be used when the timing for mission requirements, the duration of readiness duty, or the lengthy response times exceeds the economical use of “Standby” status.

b. An employee is considered to be in an on-call status if he or she volunteers to remain within a reasonable call-back radius of the worksite but is permitted to leave a telephone number or carry an electronic device for the purpose of being contacted.

ARTICLE 24 - REORGANIZATION/REDUCTION IN FORCE/REASSIGNMENTS/CONTRACTING

24.1. IMPACT AND IMPLEMENTATION. All reorganizations, Reductions In Force (RIF), reassignments, or contracting out affecting one or more employees will be officially documented and the Union given an opportunity to negotiate impact and implementation in accordance with applicable regulations.

24.2. REGULATORY PROVISIONS. RIF will be conducted in accordance with the provisions of NGB TPR 300 (351) and any other applicable regulations.

24.3. DESCRIPTION. A RIF occurs when an employee is released from his or her competitive level by separation, change to a lower grade, furlough for more than thirty (30) days, or reassignments involving the displacement of another employee. Such action may be due to lack of work, reorganizations, and transfer of functions or to make room for an employee exercising restoration rights. However, the fact that an employee's position is being abolished does not mean that a RIF will always be necessary. Any time an employee is required to be reassigned to a vacant position at the same grade or representative rate, a RIF will not be required. Any employee adversely affected by any reorganization, RIF action or reassignment, is entitled to grade retention for two (2) years and pay retention following the completion of two (2) years grade retention. The Employer agrees to consider other alternatives such as: attrition, organizational readjustments, suspension of recruitment, employee requested downgrades and transfers and management directed reassignments before implementing any RIF actions or any other action which may adversely affect unit employees. During a reduction in force, non-bargaining unit technician employees will be able to compete with bargaining-unit technician employees for bargaining-unit positions. During a reduction in force, non-technician employees will not compete with bargaining-unit employees for bargaining-unit positions except for those

non-technician employees who have restoration rights under 38 U.S.C. Section 2024(d) and who may exercise at any time, their right to return to their former bargaining unit positions.

24.4. NOTIFICATION. The Employer agrees to notify the Union at least sixty (60) calendar days before the date of an employee's release. This notice will include the reasons for the RIF. In the case of a major RIF a general notice will be provided to each employee potentially affected at the earliest possible date.

24.5. APPEAL. Employees may appeal to The Adjutant General upon receipt of a specific notice of a RIF, in accordance with NGB TPR 351 and other applicable regulations. The appeal may be filed any time after receiving the notice, but not later than fifteen (15) calendar days after the effective date of the action.

ARTICLE 25 - EMPLOYEE BENEFIT PROGRAMS

25.1. EMPLOYEE ASSISTANCE PROGRAM (EAP).

a. The Employer agrees to maintain an Employee Assistance Program (EAP). The EAP will conform to guidelines established by law or regulation of appropriate authority.

b. The Employer agrees to notify all employees of the following at least annually, the availability of the EAP, requirements for participation, objectives and confidentiality.

25.2. RETIREMENT.

a. The Employer recognizes that retirement and its benefits are goals of all employees. With changes in the retirement systems available to employees, decisions involving the employee retirement benefits have become more complex. Therefore, to assist employees the Employer agrees to brief employees on an on-going basis of the options available along with any changes implemented by appropriate authority. It is not the Employer's responsibility to make any recommendations to the employees nor will the Employer be held responsible for not making any recommendations. Should information become available from any appropriate source, such as the Office of Personnel Management (OPM), offering suggestions for employees, that information will be made available to the employees upon request.

b. For those employees who have opted to retire, the Employer agrees to provide retirement counseling which will include an individual analysis,

listing the annuity amounts the employee will receive under each of the options available.

25.3. FLEXIBLE SPENDING ACCOUNT. The Employer agrees to notify all employees at least once, annually, of the availability of the program and its requirements for participation, its objectives and its confidentiality.

a. Health Care Flexible Spending Account (HCFSA). A HCFSA helps you pay for eligible health care expenses that are not paid by FEHB or any other insurance. A HCFSA does not replace an insurance plan, but it can help you get more for your money by using pre-tax dollars to stretch the money you would normally spend out-of-pocket on health care services. You make an annual election to a HCFSA. That election is taken from your salary in equal allotments before any taxes are calculated.

b. Dependent Care Flexible Spending Account (DCFSA). A DCFSA pays for eligible dependent care expenses, such as childcare or eldercare, so that you – and your spouse, if you are married – can work, look for work, or attend school full-time. When you enroll in a DCFSA, you specify that a portion of your salary be set aside before taxes through payroll allotments to pay for qualified dependent care expenses.

c. Long Term Health Care. Long term care: The Federal Long Term Care Insurance Program, is an employee paid insurance plan administered by a contracted insurance company. Long term care insurance helps defray the costs of assistance with activities of daily living, such as bathing and dressing. It covers skilled, intermediate and custodial care in your home, an adult day care center, an assisted living facility, a nursing home, or a hospice facility. See your MPD/J1 benefits counselor, the Wing HR Liaison or the Long Term Care Insurance Program Web Site for additional information.

25.4. CHILD CARE OPTIONS. The parties agree that quality child care is a mutual interest. Options will be further investigated through partnership, and when Regulations and funds come from appropriate authority.

ARTICLE 26 - INCENTIVE AWARDS PROGRAM

26.1. PURPOSE AND GOAL. The program is designed to insure equality of treatment and consideration in all categories of awards, to stimulate interest and pride in work and to foster esprit de corps based on a concept of fairness in the granting of awards. Reference WING HRR 451-2.

26.2**.** ORGANIZATION. One State Incentive Awards Committee will be established by the Employer. This committee will serve all employees in the State. The organization and duties of this committee are provided in the NGB Incentive Awards Program. These include but are not limited to the Quality Salary Increase, the Immediate Recognition Award, the TAG Quality Award and the Time Off Award.

a. Quality Salary Increases. Only technicians serving in a general schedule position and receiving an outstanding appraisal are eligible for this award.

b. Immediate Recognition Awards provides nearly immediate, on-the-spot recognition of one-time and short-term efforts by employees that result in service of exceptionally high quality or quantity.

c. TAG Quality Awards honor the outstanding work of teams of full-time personnel.

d. Time Off Awards (TOAs) recognize special acts/services or other personal effort that contributes to the quality, efficiency, or economy of Government operations. A TOA provides an excused absence to a technician without charge to leave or loss of pay.

26.3. ROLE OF THE UNION. The views of the Union may be considered by the Employer for improving the Incentive Awards Program. The Employer encourages any efforts which will maintain employee interest in the program.

ARTICLE 27 - EQUAL EMPLOYMENT OPPORTUNITY

27.1. GENERAL. The Employer and the Union agree to cooperate in providing equal employment opportunity for all employees, regardless of sex, **sexual orientation,** race, religion, color, age, or national origin, and to assure that all personnel programs, procedures, and assignments are free of discriminatory practices, as outlined in applicable regulations.

27.2. EMPLOYER RESPONSIBILITIES.

a. The Employer will provide opportunity for promotion and advancement for all employees, dual status and non-dual status, in accordance with the appropriate merit promotion and placement plan and Federal Equal Opportunity Recruitment Plan.

b. The Employer agrees to appoint and train employees to be equal employment opportunity counselors. Candidates so selected shall meet the established criteria and will be trained in accordance with the provisions of applicable regulations.

27.3. UNION RESPONSIBILITIES. The Union agrees to support the Equal Employment Opportunity Program as outlined under Public Law 92-261 and will participate, consultatively, in the development of the Affirmative Action Plan.

ARTICLE 28 – WORKING CONDITIONS

28.1. SAFETY AND HEALTH

a. Scope. The Employer and the Union each have a prime responsibility to insure that all applicable provisions of the OSHA Act, Public Law 91-596, Executive Order, Air Force Instructions, ANGIs, and applicable Supplements are complied with.

b. Employer. The employer provides, as appropriate, a medical surveillance program for the express purpose of monitoring the health of employees whose duties expose them to toxic agents and/or other accumulative hazardous working conditions. The Employer must insure, within budgetary limitations, that all required safety devices, equipment, and materials are made available to all affected employees. Employees must wear Employer-provided safety equipment when performing tasks that require its use.

c. Union. The Union will ensure that all employees of the unit participate in the various published safety and health programs, and serve on the various established committees, when asked to serve. The Union shall encourage all employees of the unit to participate in the established operational hazard reporting system through their alert attention to hazardous conditions, equipment, and environmental conditions by reporting this to their immediate supervisor or using AF Forms 3 and 457 for correction. The Union may appoint one of its members to serve on each of the Federal Safety and Health Councils serving the Madison and Milwaukee Districts and to each ANG Base Safety and Health Committee.

d. Environmental Conditions. The Employer and the Union shall be constantly cognizant of any environmental condition appearing to be injurious to health or comfort of the employees, including, but not limited to confined spaces, excessive noise, dust, fumes, toxic materials and other potentially harmful or discomforting conditions. These are conditions above and beyond the normal conditions required in the maintenance and performance of the assigned unit's missions. The Union, through the shop stewards, will encourage all employees of the unit to report for special physical examinations covering the above items, when appropriate officials schedule them. Management will make all reasonable efforts to make a safe and healthful working environment. In the event employees report a hazardous condition and management determines that harmful conditions do exist, no employee shall be required to work in affected areas until the condition has been eliminated or remedial measures have been taken, such as the use of personal protective equipment and/or rest periods.

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

f. Cold Weather Work. The Air Commanders and Detachment Commander (ACS) will publish a local policy dealing with cold weather working conditions using applicable directives covering chill factor, protective clothing, and working conditions affecting the health and well-being of employees. The Employer agrees to inform all employees of current local, cold weather policies prior to the start of annual winter/cold weather operations at respective bases in Madison, Milwaukee and Volk Field.

g. HDP/EDP. Employees engaged in hazardous work under special environmental conditions as prescribed in regulations shall be entitled to differential pay as provided in 5 CFR Chapter 1, Section 532.511. All supervisors and authorizing officials shall have as their objective the elimination or reduction to the lowest possible level all hazards, physical hardships, and adverse working conditions of an unusually severe nature. Even though an environmental differential is authorized, there is a responsibility of supervisors and authorizing officials to initiate continuing positive action to eliminate danger and risk which contribute to or cause the hazard, physical hardship, or adverse working conditions of an unusually severe nature. The existence of environmental differentials is not intended to condone work practices that circumvent Federal and State safety laws, rules and regulations.

h. Safety Committee. Local safety committees will be established. The Union will nominate, for appointment by the Employer, at least one technician from within the bargaining unit to serve as a member of each local safety committee.

28.2. FITNESS FOR DUTY.

a. Management has the right to require a technician to leave the worksite when it is determined that; (1) the technician is not ready, willing, and able to perform assigned duties; and/or (2) the technicians continued presence is highly undesirable or presents an immediate threat to Government property or the wellbeing of the technician, co-workers, or the public. (Reference TPR 715, Section 3-9).

b. For employees occupying a position with medical standards, physical requirements and/or a position subject to a medical evaluation program the employer may offer or require a fitness for duty evaluation (including a psychiatric evaluation if applicable). A medical examination may be offered in accordance with 5 CFR 339 for any situation where the employer requires additional medical documentation to make an informed management decision, and /or whenever there is direct question of an

employee's continued capacity to meet the physical or mental requirements of a position.

c. The Employer has discretionary authority to remove, reassign or detail an employee, who is verifiably at risk, affects the safe and efficient performance of other employees, or is a detriment to the employers mission. A medical examination may be offered in these circumstances, in accordance with 5 CFR 339.

d. When the employer offers or requires an examination, it must inform the employee in writing of the reason for doing so and the consequences of failing to cooperate. If offered or required, the evaluation shall be conducted at the earliest opportunity.

e. Failure to meet a properly established medical or physical requirement means that the individual in not qualified for the position unless a waiver or other accommodation is indicated.

f. Employees required to participate in physical examinations as part of their conditions of employment will be permitted to do so on official time. Official time will also be provided for any follow-up examinations required by the Employer. Employees required to travel for these examinations will be entitled to the use of a government vehicle or authorized travel costs in accordance with applicable regulations. The employer shall pay for all examinations ordered or offered whether conducted by the employer's physician or the employee's physician.

g. Personnel decisions based wholly or in part on review of medical documentation and results of medical evaluations shall be in accordance with the provisions set forth under 5 CFR Chapter 1 Section 339.

28.3. FITNESS

a. To assist employees in the maintenance of good physical condition, the Employer agrees to encourage employees to participate in physical fitness activities. Additionally, if requested by the employee and subject to supervisory approval, the Employer agrees to permit employees to engage in physical fitness activities during duty time. Approval will be predicated on the ability of the employee to be released from his or her work assignment.

b. Employees may participate in physical fitness activities in accordance with the current policy of the Employer. Such activities may include jogging, running, walking, bicycle riding, and the use of any Morale Welfare and Recreation (MWR) equipment provided such equipment is available for use by bargaining unit employees. Such activity is voluntary and subject to supervisory approval.

c. Employees wishing to participate in such activity may be required to execute a disclaimer of responsibility for any accidental injury occurring as a result of the employees' participation in the voluntary program.

28.4. TRANSPORTATION. The Employer will arrange to provide prompt transportation to a doctor or hospital for any employee on duty who requires emergency treatment. When a supervisor determines that an employee on duty has an emergency at home, he/she will assist the employee in obtaining transportation if the employee requests assistance.

28.5. WORKMANS COMPENSATION. (See WING HRR 810-1, Compensation Benefits for Technicians). Contact OWCP Representative at MPD/J1 whenever an injury or occupational illness is identified.

a. When employees acting in the scope of their employment are injured or develop an occupational illness, they shall notify their supervisor immediately and shall be able to apply for all appropriate benefits provided under Federal Workers' Compensation laws and regulations.

b. The Employer **may** provide information regarding Federal workers compensation processes, benefits, coverage limitations and responsibilities under the law so that the employee understands the compensation plan afforded him or her. **OWCP information may be posted on the DMP website.**

c. The Employer and Employee must report all injuries and complete the required documentation in accordance with WING HRR 810-1. If a civilian technician sustains a traumatic job related injury while on duty in technician status, he may be placed in a continuation of pay (COP) status, if needed, for forty five (45) days from date of injury.

d. Employees are entitled to receive copies of documents relating to their injury and the filing of any claims for benefits in accordance with applicable statutes and regulations as are available from the MPD/J1.

e. The Employer's responsibility to provide work while an employee is suffering from an occupational injury or disease and the employee's responsibility to accept such work will be governed by laws and regulations of appropriate authority.

f. Employees who have a permanent disability as a result of an occupational injury or disease and who are offered a job at a lower grade and/or classification, or pay shall be afforded benefits in accordance with applicable regulations.

g. Employees recovering from injury or illness may request to return to work in order to be assigned light duty. The Employer may provide light duty assignments for a limited period for those employees subject to medical documentation furnished by the employee. While the Employer is under no obligation to offer light duty to employees injured off the job, the Employer may use the same discretion in such cases.

ARTICLE 29 –WEAR OF THE MILITARY UNIFORM

29.1. REQUIREMENTS. It is agreed that technicians in the excepted service are required to wear the appropriate military uniform and comply with grooming standards in accordance with AFI 36-2903, when performing technician duties.

29.2**.** EXCEPTIONS. In order not to breach the statutory duty of fair representation to all bargaining unit employees without regard to Union membership, the parties agree to the following:

a. Union officers and stewards will not be required to wear the military uniform while:

(1) Performing representation duties beyond the first step of the negotiated grievance procedure.

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

(3) Serving as a member of the Union's negotiating team.

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

(5) Attending a Labor/Management training session.

(6) When attending Union/Management consultation sessions with The Adjutant General, the DMP or their designated representatives.

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

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

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

(3) Appearing as a negotiator at contract negotiations.

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

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

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

ARTICLE 30 - NEGOTIATIONS

30.1. EXCLUSIONS FROM SCOPE OF NEGOTIATIONS. No obligation exists to consult or negotiate with the Union with respect to such areas of discretion and policy as the mission of the Department of Defense or activity; its budget; its organization; the total number of employees; the numbers, types and grades of positions or employees assigned to any organizational unit; work project or tour of duty; the technology of performing its work; or its internal security practices or exclusive authority granted to the Employer pursuant to 32 U.S.C. § 709 or matters of a military nature.

30.2. MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATIONS. It is agreed and understood that matters appropriate for consultation or consideration between the Employer and the Union are personnel policies, programs, procedures and personnel practices or other matters relating to or affecting general working conditions of employees in the unit which are within the discretion of the Employer. These include but are not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, reduction-in-force practices, hours of work, and appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change. The representatives of the Employer and the Union shall meet at reasonable times and confer in good faith with respect to personnel policies, practices and matters affecting working conditions under applicable laws and regulations including policies set forth in the appropriate regulations, published agency policies and regulations, and national or other controlling agreement of a higher level. Examples of matters which are appropriate for conciliation and/or negotiations;

a. Work environment;

b. Use of facilities and services;

c. Work shift assignments;

d. Recommendations concerning training programs to increase skills and help employees achieve career goals;

e. Procedures for the disposition of employee grievances;

f. Vacation schedules;

g. Application of procedures relating to promotions, disciplinary actions and appeals, reductions in force, and employee appraisals;

h. Implementation of the Equal Employment Opportunity Program;

i. Appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

j. Changes in personnel policies, practices and matters affecting working conditions.

30.3. INTERPRETATION OF APPLICABLE LAWS AND REGULATIONS. When an issue develops in connection with negotiations between the Employer and the Union over the negotiability of any proposal, and the Employer or his designee makes a determination of non-negotiability with which the Union disagrees, the Union may petition for review of the issue, in writing, to the Federal Labor Relations Authority in accordance with the procedures contained in Section 2424 of the Authority's rules and regulations. The party initiating the petition will serve a copy on the other party except those matters exclusive to the Employer pursuant to 32 U.S.C. § 709.

30.4. FEDERAL LABOR RELATIONS AUTHORITY. The proper procedures for processing specific negotiability disputes between the Employer and the Union are contained in the rules and regulations of the Authority, 5 CFR 2424 and 5 CFR 2429. The Union may refer to the Authority for a determination when it disagrees with the Employer's decision on negotiability issues, in accordance with Part 2424 of the Authority's regulations except those matters exclusive to the Employer pursuant to 32 U.S.C. § 709.

30.5. FEDERAL MEDIATION AND CONCILIATION SERVICE. In the event a negotiation dispute arising between the Employer and the Union persists and despite diligent efforts of both parties to reach agreement on all issues, assistance of the Federal Mediation and Conciliation Service (FMCS) may be requested in accordance with procedures set forth in Title 29 of the United States Code (FMCS).

30.6. FEDERAL SERVICE IMPASSES PANEL. When a negotiation impasse remains unresolved, despite the efforts of the Federal Mediation and Conciliation Service or other mediator agreed upon by both parties, the issues involved may be referred to the Federal Service Impasses Panel by either or both parties, in accordance with rules set forth in Part 2471 of 5 CFR except those matters exclusive to the Employer pursuant to 32 U.S.C. § 709.

ARTICLE 31 - AGREEMENT ADMINISTRATION

31.1. EFFECTIVE DATE. The effective date of **this** contract shall be 1 January 2016 or the signing by the Labor Organization and The Adjutant General whichever is later.

31.2. AGENCY APPROVAL.

a. Upon conclusion of negotiations, the contract will be forwarded to the Defense Civilian Personnel Advisory Service (DCPAS) for agency approval in accordance with the procedures set forth in 5 U.S.C. 7114 (c). Negotiations of disapproved provisions will be initiated by the parties within ten (10) workdays following receipt of the DCPAS disapproval and negotiations will be completed in accordance with the Memorandum of Understanding.

b. Formal signing of the new agreement shall occur after ACT National Review and Chapter Ratification. Any item not ratified by Chapter membership or approved by National ACT will require the parties to renegotiate those items. Renegotiations of any such articles will be initiated within the guidelines of the Memorandum of Understanding. Within five (5) workdays after all reviews have been accomplished by the appropriate parties and all language is final, The Adjutant General, the CHIEF NEGOTIATORS and the individual negotiators shall affix their signatures to the agreement. When extenuating circumstances require, the CHIEF NEGOTIATORS may mutually agree to an extension of the time for signing.

31.3. AGREEMENT DURATION. The duration of the new contract shall be 3 years. The effective date of **this** contract shall be **1 January 2016** or the signing by the Labor Organization and The Adjutant General whichever is later. Further, the agreement will be terminated by the Employer upon certification by proper authority that a Union no longer represents the employees in the bargaining unit.

31.4. AGREEMENT AMENDMENT.

a. This agreement may be subject to supplements or amendments during the agreement lifetime under one of the following procedures:

(1) At mid-term in the agreement (eighteen (18) months after the effective date), should either party seek to negotiate additional provisions on subjects not discussed or waived during negotiations for this agreement.

(2) Negotiations can be opened at any time during the life of the contract by mutual consent on any new or existing articles of the agreement.

(3) After eighteen (18) months, bargaining can be opened by either party, without mutual consent for those subjects not covered by previous negotiations.

b. A request for an amendment or modification or supplement of this agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change.

c. Representatives of the Employer and the Union will meet within thirty (30) calendar days to commence negotiating the proposed amendment, modification, or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.

d. Approval of an amendment or modification or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement.

e. All midterm agreements reached shall be signed by the representatives of the parties in accordance with the Memorandum of Understanding (MOU).

31.5. NEGOTIATING A NEW AGREEMENT.

a. Negotiations for a new agreement will commence no earlier than one hundred eighty (180) calendar days not later than ninety (90) days prior to the termination of this agreement.

b. Thirty (30) calendar days prior to the start of negotiations of a new agreement, two representatives of the Employer and one member of each Chapter will meet to initiate a Memorandum of Understanding establishing ground rules for the conduct of negotiations.

31.6. CONTINUANCE OF RECOGNITION. The term of the agreement may be extended for a specified period of time beyond the expiration date during the period of declared national or state emergency, or by the mutual consent of both parties.

IN WITNESS WHEREOF the parties hereto have entered into his Agreement on this 1st day of March 2016.

FOR THE ASSOCIATION

[redacted] 1 Mar 16

ROBERT J. NIEMER
Mad City Chapter President
Chief Negotiator

[redacted] 1 Mar 2016

JOHN J. SCHUEMAN

[redacted] 8 Mar 16

PHILLIP E. SCHULTZ

[redacted] 12 Mar 2016

BRIAN J. SCHRADER

FOR THE EMPLOYER

[redacted] 1 Mar 16

DAVID W. MAY
Director of Manpower and Personnel/J1
Chief Negotiator

[redacted] 1 Mar 2016

MATTHEW E. EAKINS

[redacted] 3 Mar 2016

STEVEN J. BOTSFORD

[redacted] 1 Mar 16

MATTHEW S. KING

Approved:

[redacted]

DONALD P. DUNBAR
Maj Gen, Wisconsin National Guard
The Adjutant General

Approved by the Defense Civilian Personnel Advisory Service (DCPAS) on
22 April 2016

APPENDIX A - EMPLOYEE RIGHTS STATEMENT

EMPLOYEE: _____DATE: _____

You have a right to be represented at this meeting, discussion, investigation, examination, counseling; by the Union, or a representative of your own choosing, including that of an attorney. You also have the right to decline representation.

If you decide to pursue this matter through the negotiated grievance procedure, you may only be represented by the Union or yourself. You are also advised that only the Union may invoke arbitration on your behalf. You are also advised that the Union has the right to be present during any of the above cited circumstances to represent the Union. Further, any adjustment to your grievance may not be inconsistent with the terms of the collective bargaining agreement.

Should you decide to engage the services of an attorney or a representative other than the Union in any matter involving the negotiated grievance procedure, Union approval will be required. It must also be understood that statutory appeals, as specified in Section ~~14.3 (f)~~ **11**, will only be processed through the appropriate appeal procedures by an employee or his./her representative, and not the negotiated grievance procedure. Any other mater that may be pursued by statutory appeal or by the negotiated procedure, must address one process or the other but not both.

Should you elect to be represented you will be given a reasonable amount of time to secure a representative.

PLACE A CHECK MARK BY YOUR CHOICE OF REPRESENTATION

1. UNION REPRESENTATION ___

2. REPRESENT YOURSELF ___

3. OTHER REPRESENTATION ___

_____
NAME OF REPRESENTATIVE

I fully understand my rights as they have been explained to me. I am completely aware of the responsibility associated with the selection that I have made.

NAME: _____ _____
please print signature/date

1 copy for each, the employee, the Union, representative (if any), and management official

APPENDIX B - GRIEVANCE FORM

NAME OF EMPLOYEE _____DATE _____

WORK AREA UNIT _____

_____

NAME OF REPRESENTATIVE _____

NAME OF FIRST LEVEL SUPERVISOR _____

STATEMENT OF GRIEVANCE _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

(ADDITIONAL SHEETS MAY BE ATTACHED IF NECESSARY)

CLAIMED VIOLATIONS OF THE LABOR AGREEMENT (CITE ARTICLES/SECTIONS)

_____

_____

_____

_____

CLAIMED VIOLATIONS OF LAWS, RULES, REGULATIONS (CITE) ____

_____

_____

_____

_____

_____

RELIEF SOUGHT _____

_____

_____

_____

_____

_____

SIGNATURE OF
EMPLOYEE/GRIEVANT_____

SIGNATURE OF
REPRESENTATIVE_____

STEP 1:
DATE GRIEVANCE SUBMITTED_____ DATE OF MEETING_____

DECISION DATE_____ OR DUE DATE_____

GRIEVANCE: GRANTED [ ] DENIED [ ]

NAME AND TITLE OF DECIDING OFFICIAL _____

SIGNATURE OF DECIDING OFFICIAL _____

STEP 2:
DATE GRIEVANCE SUBMITTED_____ DATE OF MEETING_____

DECISION DATE_____ OR DUE DATE_____

GRIEVANCE: GRANTED [ ] DENIED [ ]

NAME AND TITLE OF DECIDING OFFICIAL
_____

SIGNATURE OF DECIDING OFFICIAL _____

STEP 3:
DATE GRIEVANCE SUBMITTED_____ DATE OF MEETING_____

DECISION DATE_____ OR DUE DATE_____

GRIEVANCE: GRANTED [ ] DENIED [ ]

NAME AND TITLE OF DECIDING OFFICIAL _____

SIGNATURE OF DECIDING OFFICIAL _____

DEPARTMENTS OF THE ARMY AND AIR FORCE
JOINT FORCE HEADQUARTERS WISCONSIN
WISCONSIN NATIONAL GUARD
2400 WRIGHT STREET
POST OFFICE BOX 8111
MADISON WISCONSIN 53708-8111

WIJS-J1

14 September 2015

MEMORANDUM FOR the Adjutant General, State of Wisconsin and the Wisconsin Air National Guard Chapters of the Association of Civilian Technicians

SUBJECT: Memorandum of Understanding for 2015 Labor Management Agreement Negotiations

1. SECTION 1. INTRODUCTION

In negotiating this agreement between The Adjutant General of the State of Wisconsin herein after referred to as the EMPLOYER and the Association of Civilian Technicians, Chapters 80 and 81, hereinafter referred to as the UNION; jointly referred to as the parties; it is agreed that the following conditions and procedures will be adhered to in negotiating their collective bargaining agreement.

2. SECTION 2. AUTHORITY

The CHIEF NEGOTIATOR for the EMPLOYER is authorized by the Adjutant General, Wisconsin, to negotiate all matters within his discretion and which are within the concepts of Chapter 71 of Title 5 United States Code, concerning personnel policy and practices and matters affecting working conditions, so far as may be appropriate subject to law and policy requirement. It is understood that the CHIEF NEGOTIATOR for the UNION similarly represents the Association of Civilian Technicians of Wisconsin and the Air National Guard Chapter of said labor organization.

3. SECTION 3. CONTRACT NEGOTIATIONS

It is agreed between the named parties that the contract negotiations will be officially opened on a mutually agreed upon date after the signing of this Memorandum of Understanding.

4. SECTION 4. CURRENT AGREEMENT

The current agreement dated **16 December 2013** will remain in full force and effect during the negotiation period until the new agreement is approved by Defense Civilian Personnel Advisory Service (DCPAS) in accordance with Section 11 of this agreement.

5. SECTION 5. NEGOTIATING TEAMS

a. Each negotiating team shall not exceed four (4) members and up to two (2) alternates.

b. The UNION negotiating team may contain one member as a representative of the National Office of the Association of Civilian Technicians as long as the Employer's team contains a member of the Judge Advocate General's Office.

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c. Changes to negotiating teams (or alternates) must be announced by a revision to the roster in writing twenty-four (24) hours before the new team member(s) may participate in any negotiation session. Up to two (2) alternate members from either team may attend negotiation sessions as an observer on official time.

d. Employees whose duty hours differ from those scheduled for negotiations will have their shift and days off adjusted, so as to permit them to be on official time for negotiating sessions.

e. Formal correspondence will be exchanged between the parties designated as CHIEF NEGOTIATOR, Alternate Chief Negotiator, Negotiators and alternates within five (5) working days prior to the beginning of the initial bargaining session. Any proposed changes desired after the signing of this agreement will be submitted to the other party in writing.

f. If mutually agreed upon, it is not necessary for the entire team to be present for negotiations as long as the CHIEF NEGOTIATOR or ACTING CHIEF NEGOTIATOR and one other principal member or ALTERNATE is present.

6. SECTION 6. SITE OF NEGOTIATIONS

a. The EMPLOYER will provide a meeting place located in the Joint Force Headquarters Building (JFHQ). Negotiations may begin that day upon mutual consent of all parties. Proposed dates for negotiations to take place are **13 - 15 October 2015**. All negotiations will begin at **0900** and conclude at **1530**. If needed, further negotiation dates will be mutually agreed upon at the end of each session.

b. Travel by government vehicle is authorized but not directed. Union negotiations shall be on official time. Traveling during normal duty hours to and from the place of negotiations shall also be on official time.

7. SECTION 7. NEGOTIATION SESSIONS

a. Both parties recognize a mutual obligation to conduct negotiation in the spirit of "Good Faith" bargaining with an objective toward reaching meaningful agreement (meaning consensus) on all negotiable issues presented and avoiding any lengthy delays in attempting to reach an agreement. Negotiations will take place at the time and places indicated in Section 6. For good cause, and by mutual agreement only, amendments may be made to this negotiating schedule. The initial negotiating session will begin with each party defining all their issues to the other party. Basic reasoning will be shared with the other party.

b. During negotiation sessions, each team will have one (1) chief spokesperson. Negotiation teams shall have as a minimum two members present. By mutual agreement, each side will have the right to call a subject matter specialist, on official time, for the express purpose of providing information deemed necessary on a particular area of concern. Neither subject matter specialists nor observers may participate in actual negotiations Subject matter specialists will depart upon completion of their duties.

c. Either party may caucus (not to exceed 30 minutes unless it is mutually agreed that additional time is needed) at any time during the course of negotiating sessions.

d. Every effort will be made to keep interruptions of negotiation sessions to a minimum.

e. Members of the UNION negotiating committee are not required to wear their military uniform while traveling or actively engaged in negotiating sessions.

8. SECTION 8. NEGOTIATION PROCEDURES

a. The parties will identify all issues that both parties agree to address through Interest-Based Bargaining. Interest Based Bargaining techniques will not be utilized unless the parties have received the proper training in this process. Providing the training is the responsibility of the EMPLOYER.

b. Issues that the parties are able to come to a consensus on will be reduced to verbiage and added to the contract in the appropriate location. If both parties fail to reach consensus on any issue, the issue will be set aside for a 24 hour cooling off period. The issue will be re-introduced for further discussion and consensus by negotiating teams.

c. If the issue remains unresolved the EMPLOYER will request a facilitator from Federal Mediation and Conciliation Service (FMCS) to promote renewed discussion of the issue. If both parties then agree that they can not reach a consensus on these concerns through Interest Based Bargaining they will then exchange proposals on the unresolved issues. At this juncture the interest based bargaining will be complete and collective bargaining will begin.

d. The parties will have **ten (10) working days** to review the proposals and commence negotiations. If there is a change in laws, rules or regulations or Federal Labor Relations Authority (FLRA) decisions during the course of negotiations new proposals may be introduced regarding those subjects.

e. During the negotiation process, counter-proposals, which arise out of the course of the negotiations, may be submitted at any time. Each of the parties will provide the other with five (5) copies of their issues/proposals on 8 1/2 by 11 inch paper, printed on a 10 character per inch, double spaced, format.

f. The following format guidelines will apply:

(1) Issues/proposals to change articles, sections, subsections and/or paragraphs in the current labor agreement between the EMPLOYER and the UNION will be typed on separate pages to facilitate consideration;

(2) Issues/proposals that introduce new articles, sections, subsections and/or paragraphs will similarly be typed on separate pages;

(3) Should neither the UNION nor the EMPLOYER submit an issue/proposal on an Article of the existing Labor Management Agreement (LMA), the Article will be considered fully acceptable to both parties and will be included in the new negotiated LMA without any further discussion.

(4) The parties will exchange issues in accordance with Section 11 of this Memorandum of Understanding. A one-day meeting will be scheduled and held at the negotiation site to exchange

issues. This meeting will be facilitated by a mutually agreed upon facilitator and recorder. The parties will then have **ten (10)** work days to review the issues and commence negotiations, which maybe adjusted by mutual consent of the parties.

g. Upon reaching agreement on specific points or sub-points, the CHIEF NEGOTIATOR of both parties will initial the item agreed upon. This initialing is done with the understanding that a complete article will not be finally agreed upon until all of its parts have been agreed to.

(1) However, it shall be expressly understood that initialing of an article or a section thereof shall indicate agreement as to the principle set forth and shall not be construed to prohibit coming back to such an initialed article or section for the revisions in language or format which may be inconsistent with the principles previously agreed to by both parties. Upon reaching an agreement on any subsequent changes the CHIEF NEGOTIATOR of both parties will initial the agreed upon item change.

(2) The EMPLOYER will furnish the articles agreed upon and initialed the previous day at the end of each day's negotiations session. One copy will be provided for each negotiator.

h. Negotiations shall proceed with the parties considering issues/proposals affecting articles in the current agreement by the article in numerical sequence.

(1) If initially, the first article to come under consideration by the parties is one which both the EMPLOYER and the UNION have submitted issues/proposals on, then the UNION issues/proposals will be considered first and thereafter issues/proposals on that article will be considered alternately.

(2) The EMPLOYER and the UNION may choose to withdraw an issue/proposal at any time or the parties may mutually agree to temporarily set aside an issue/proposal. Nothing shall preclude the originating party from presenting an issue/proposals previously set aside at a later time.

i. Issues/proposals that are considered to be negotiable subjects but upon which agreement cannot be reached will be considered to be at impasse.

(1) Federal Mediation and Conciliation Service/General Service Impasses Panel (FMCS/FSIP) procedures will apply to the resolution of all impasses.

(2) Items declared non-negotiable by the EMPLOYER, the EMPLOYER will set forth in writing the EMPLOYERS supporting rationale.

(3) The UNION may accept the EMPLOYERS declaration of non-negotiability or file a negotiability appeal with the FLRA.

(a) Procedures for filing an appeal will be governed by the rules and regulations of the FLRA.

(b) The parties agree to be bound by the results of the FSIP and the FLRA to the extent these results are not contrary to any law, rule or regulations of appropriate authority.

j. It is agreed that no transcript or electronic recording will be made of the proceedings or negotiations, however, each party may take its own notes or minutes.

9. SECTION 9. MISCELLANEOUS

a. Only those persons designated in accordance with this Memorandum of Understanding shall attend official contract negotiations. Negotiation sessions will be closed to the general public.

b. Travel expenses will not be reimbursable, however, if per-diem, consistent with Department of Defense (DOD) Joint Travel Regulations, is payable to EMPLOYER representatives residing outside of the commuting area, it will also be payable to UNION representatives residing outside of the commuting area.

c. The UNION will be provided access and/or use of a copy machine, telephone, a computer with printer on the EMPLOYER'S premises. The aforementioned will only be used during preparation of initial contract proposal, review of all management proposals, caucuses, negotiation of provisions disapproved by the DCPMS, and agency review of the contract. No more than ten (10) photocopies may be made of each page.

10. SECTION 10. SERVICES FURNISHED BY THE EMPLOYER

a. The UNION negotiating team will be granted a reasonable amount of official time (only if in a duty status) to prepare for negotiations. The UNION will also be granted a reasonable amount of official time for reviewing new proposals or counterproposals, which arise during the negotiating process if requested.

b. There will be no change to the work schedules during this preparation time, however work schedules may be adjusted during negotiations to facilitate the process.

c. While on official time, the UNION will use management's facilities provided by the agency for preparation of proposals.

d. Additional time required for preparation may be used, however, annual, LWOP, or compensatory time must be used.

11. SECTION 11. CONTRACT EXECUTION

a. Upon conclusion of contract negotiations, once tentative agreement is reached, the EMPLOYER will type all articles in final format within **ten (10) workdays**.

b. Both parties will then have **ten (10) calendar** days to conduct an overall review.

c. Formal signing of the new agreement shall occur after National ACT Review and Chapter Ratification. Any item not ratified by Chapter membership or approved by National ACT will require the parties to re-negotiate those items.

d. Re-negotiation of any such articles will be initiated within the guidelines of the Memorandum of Understanding.

e. Within **five (5) workdays** after all reviews have been accomplished by the appropriate parties and all language is final, the Adjutant General the CHIEF NEGOTIATORS and the individual negotiators shall affix their signatures to the agreement. When extenuating circumstances require, the CHIEF NEGOTIATORS may mutually agree to an extension of the time for signing.

f. Immediately upon execution of the agreement, the contract will be forwarded to DCPAS for approval in accordance with the procedures set forth in 5 U.S.C. 7114(c).

(1) If the DCPAS disapproves any provisions of the agreement, those provisions not disapproved will become effective immediately.

(2) The parties will initiate negotiations of disapproved provisions within ten (10) workdays following receipt of the DCPAS disapproval and negotiations will be completed in accordance with this Memorandum of Understanding.

12. SECTION 12. EFFECTIVE DATE

a. The effective date of the new contract shall be the 31st day from the execution of the signing by the UNION and the Adjutant General, or the date of DCPMS approval, whichever occurs first.

b. This Memorandum of Understanding will be effective on the date of execution by both parties.

(1) Initial issues must be exchanged between the parties no later than close of business on 25 September 2015.

(2) It is agreed that the initial negotiation session will commence not earlier 13 October 2015.

(3) All dates may be adjusted with good reason and by mutual consent of both parties.

(4) This Memorandum of Understanding will remain in effect for the duration of the contract and will become an appendix to the contract.

(5) Any midterm bargaining or impact and implementation bargaining will be done in accordance with this document.

FOR THE EMPLOYER:

[redacted]

DAVID W. MAY
Chief Negotiator

Dated: 14 Sept 2015

FOR THE UNION:

[redacted]

ROBERT J. NIEMER
Chief Negotiator

Dated: 14 Sept 2015