



# **Labor Management Agreement**

Between  
**THE ADJUTANT GENERAL  
STATE OF WISCONSIN**  
And  
**CHAPTER 26  
ARMY  
ASSOCIATION OF CIVILIAN  
TECHNICIANS**

October 2014 – October 2017

Labor-Management Agreement, October 2014 – October 2017

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# NEGOTIATED AGREEMENT UNDER TITLE 5 UNITED STATES CODE CHAPTER 71

## PREAMBLE

This agreement is entered into under the provisions of **Title 5, Chapter 71 of the United States Code, hereinafter referred to as the Statute. The parties entering into this agreement are** the "Employer" and The Association of Civilian Technicians, Wisconsin Chapter (Army), hereinafter referred to as the "Association."

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

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

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

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

## ARTICLE 1

### RECOGNITION AND UNIT DESIGNATION

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

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

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

## ARTICLE 2

### CONSULTATION AND NEGOTIATION

SECTION 1 - APPROPRIATE MATTERS FOR CONSULTATION: It is agreed and understood that matters appropriate for consultation or consideration between the Employer and the Association are personnel policies, programs, procedures and personnel practices or other matters relating to or affecting general working conditions of employees in the unit which are within the discretion of the Employer. These include but are not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, RIF practices, and hours of work. Representatives of the Employer and the Association shall meet at reasonable times and confer in good faith with respect to personnel policies, practices and matters affecting working conditions under applicable laws and regulations, including policies set forth in the appropriate regulations, published agency policies and regulations, and national or other controlling agreement of a higher level.

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

## ARTICLE 3

### PROVISIONS OF LAW

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

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

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

b. In accordance with applicable law;

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

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

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

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

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

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

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

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

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

#### ARTICLE 4

#### LABOR FORUM

**SECTION 1 – LABOR FORUM AGREEMENT:** The Agency and Union agree to maintain a **Labor Forum** in accordance with the provisions of the **Executive Order 13522**.

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

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

b. The recommendations of the Team are adopted verbatim.

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

**d. All agreements between the parties are subject to agency head review.**

## ARTICLE 5

### LABOR - MANAGEMENT COOPERATION

SECTION 1 - LABOR MANAGEMENT CONFERENCES: The Employer or his/her representatives and representatives of the Wisconsin Chapter, Association of Civilian Technicians shall meet at times mutually agreed to, and confer in good faith with respect to personnel policies and practices and matters affecting working conditions so far as may be appropriate under applicable laws and regulations, including published agency policies and regulations or other controlling agreements at a higher level (e.g. OPM, DoD, NGB). Subject matter will be exchanged two weeks in advance in writing. It is agreed that the Association will be permitted a maximum of two representatives (not from the same work activity) at all meetings and will be on official time.

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

## ARTICLE 6

### CONSULTATION/IMPACT BARGAINING

#### SECTION 1 - CHANGES AFFECTING WORKING CONDITIONS:

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

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

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

#### SECTION 2 - CONSULTATION AND/OR NEGOTIATION MEETINGS:

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

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

## ARTICLE 7

### UNFAIR LABOR PRACTICES

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

- a. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the law;
- b. To encourage or discourage membership in the Association by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
- c. To sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
- d. To discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under The law;
- e. To refuse to consult or negotiate in good faith with the Association as required by the law;
- f. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by the law;
- g. To enforce any rule or regulation (other than a rule or regulation implementing Section 2302 of the law which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or
- h. To otherwise fail or refuse to comply with any provisions of the law.

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

- a. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the law;
- b. To cause or attempt to cause the Employer to discriminate against any employee in the exercise by the employee of any right under the law;
- c. To coerce, discipline, fine, or attempt to coerce a member of the Association as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;
- d. To discriminate against an employee with regard to the terms or conditions of membership in the Association on the basis of race, color, creed, national origin, sex, age,

preferential or non-preferential civil service status, political affiliation, marital status, or handicapping;

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

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

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

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

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

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

## ARTICLE 8

### RIGHTS AND RESPONSIBILITIES OF THE EMPLOYEE AND THE ASSOCIATION

#### SECTION 1 - RIGHTS OF THE EMPLOYEE:

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

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

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

d. No charge of wrongdoing shall be preferred either orally or in writing that does not inform the employee of the accusing party or parties unless such a disclosure is clearly

prohibited by law. If such a disclosure of an accusing party or parties is denied by the Employer, the Employer will provide the legal cite.

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

f. Employees, who are geographically available to their supervisor, will initial all counseling, critical comments, disciplinary or adverse action entries in Block 12 of their individual NGB Form 904-1. Initialing will not imply agreement with the comments, merely concurrence with the date it is made. Entries made without an employee's knowledge or initials should not be used against the employee in any administrative/personnel action by the Employer. All entries shall be either hand written or typed. An employee at any time may request to be provided a copy of his/her NGB Form 904-1.

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

## SECTION 2 - RIGHTS OF THE ASSOCIATION:

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

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

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

(2) Requests for this type of official time will be submitted by the Association to the Employer in writing, ten (10) days in advance of the scheduled training session. Subject to the same criteria and limitations, an employee who is a representative of the Association with

responsibilities under the Federal Wage System may also be excused for the purpose of attending a training session sponsored by the Association concerning FWS policies and operations. Request must include specifically who is conducting the training and the subject matter to be covered in the training session.

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

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

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

d. Use of Facilities.

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

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

e. Posting and Distribution of Literature

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

(2) Literature posted or distributed within a Wisconsin ARNG facility must not violate any law, applicable provisions of this agreement, or the security of the Wisconsin ARNG facility,

or contain scurrilous or libelous material. The Association is responsible for the contents of literature posted or distributed by their representatives.

(3) In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with organizing efforts and the internal management of the Association, including but not limited to the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorization form or forms revoking dues withholding authorizations, campaigning for Association office, and distribution of literature, may be conducted only during the non-work time of the employees involved. Similarly, when the Association schedules membership meetings, internal elections, workshops on negotiating skills or techniques, local, state or national conventions, or similar events wholly or partially within the scheduled working hours of employees, any employees attending or participating in such events shall do so in an annual leave, compensatory leave, or leave without pay status, except as provided for in this agreement or the negotiated Memorandum of Understanding.

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

g. The Association **will submit to WIJS-J1-LRS proposed information** to post to the **Labor-Management Forum** page within the DMP/J1 Intranet site subject to the provisions of Article 8 Section 2e. **In the event a submission is not posted, the Employer will provide justification.**

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

SECTION 4 - RESPONSIBILITIES OF THE EMPLOYEE:

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

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

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

## SECTION 5 - RECORDING OFFICIAL TIME:

a. Official Time: During Official Time, union officials or union officers will obtain authorization from their immediate supervisor to discontinue work for the purpose of union representation and will notify their immediate supervisor upon return. Approval will be given except in extraordinary situations that would seriously affect the workload. In such cases, the union official or union officer will be released at the earliest opportunity. The union official will be permitted to contact the employee or management official involved advising them of his/her inability to be released from duty and what other arrangements will be made. The representative may be required to sign out and sign in with his/her supervisor. Representatives will notify the supervisor of the area being visited. Normally employees should use union representatives from their designated shop or work area when requirements for representation arise. Union officials granted official time for representation functions will keep their supervisor informed of their location in the event they need to be recalled for mission requirement emergencies.

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

## ARTICLE 9

### DUES WITHHOLDING

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

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

**SECTION 3 - TERMINATION OF ALLOTMENTS:** An allotment shall be terminated when: the employee leaves the **bargaining** unit as a result of any type of separation or transfer to a non-bargaining unit position in the Wisconsin Army National Guard. **Unless voluntarily revoked under the procedures of article 9, section 5 of this agreement, the dues allotment will resume when the employee returns to the bargaining unit. Upon discovery of an error, the MPD and payroll office will be allowed 2 full pay periods to correct any discrepancies.** Upon loss of exclusive recognition by the Association or the agreement providing dues withholding is suspended or terminated by an appropriate authority outside DoD or the employee has been suspended or expelled from the Association.

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

**SECTION 5 - CANCELLATIONS:**

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

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

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

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

## ARTICLE 10

### GENERAL PROVISIONS

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

SECTION 2 - DISTRIBUTION OF AGREEMENT: The Employer agrees to **make available online** the formal agreement for **the** Bargaining Unit Member of the WIARNG. New employees will receive **training on where to locate the agreement on the website and will be provided a copy in electronic media** during new employee orientation.

SECTION 3 - HEALTH PROGRAM: The Federal Employees Health Benefits Program helps to protect employees and their families against the cost of illness and accident. It is a voluntary program. Normally all permanent employees are eligible. The program is administered under provisions of FEHB Handbook issued by OPM. The Employer will administer the authorized health benefits program in accordance with applicable directives.

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

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

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

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

SECTION 8 - TRANSPORTATION FOR MEDICAL TREATMENT: Reference to on-the-job related injury. In accordance with WI HRR 810-1, when transportation to obtain medical care is not furnished by the Government, the employee may be reimbursed for travel expenses. Travel should be undertaken by the shortest route and by public conveyance such as bus service unless the employee's medical condition requires the use of a taxicab or specially equipped vehicle. An employee who uses his/her automobile will be reimbursed at the standard mileage rate for Government travel. Standard Form 1012 should be used to claim

reimbursement for travel expenses. All items will be reimbursed on the basis of actual expense; a per diem allowance is not payable. Wages and travel expenses of an attendant to accompany the claimant may be approved if his/her condition is such that travel cannot be accomplished otherwise. Authorization for this expense should be obtained in advance of the travel if possible.

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

SECTION 10 – HAZARD AND ENVIRONMENTAL DIFFERENTIAL PAY

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

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

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

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

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

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

## ARTICLE 11

### EMPLOYMENT PRACTICES

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

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

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

#### SECTION 4 – NEW EMPLOYEE ORIENTATION:

a. The Employer will establish procedures that assure new employees have information on the technician program **and** benefits. **The Employer will have materials available from New Employee Orientation for the employee in hard copy or an electronic media.**

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

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

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

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

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

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

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

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

(4) Attending a labor/management training session.

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

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

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

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

(3) Appearing as a negotiator at contract negotiations.

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

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

**(6) When in official travel status, traveling by commercial, military air, or private transportation.**

**(7) While attending technician training where the wear of the uniform is not prescribed, e.g. civilian sponsored schools.**

**(8) When interviewing for WING technician positions.**

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

#### SECTION 8 - EXCHANGE OF UNIFORMS:

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

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

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

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

## ARTICLE 12

### BASIC WORKWEEK AND HOURS OF WORK

SECTION 1 - BASIC WORKWEEK: The basic workweek is established at 40 hours per week, Monday through Friday. Normal working hours are established as 7:30 a.m. to 11:30 a.m. and 12:00 p.m. to 4:00 p.m. When work in excess of 40 hours per week is required, compensatory time off will be granted. Employees required to work other than the basic workweek will receive compensation as provided in applicable regulations. When scheduling employees for other than the basic workweek, the Employer agrees to take the military mission of the employee into consideration.

### SECTION 2 - ALTERNATE WORK SCHEDULE PROGRAM (AWSP):

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

**b. Technicians, including supervisors, who would like to be considered for an AWS, must submit a written request to their respective supervisor IAW HRR 990-3, Chapter 2, Paragraph 2.5. Technicians and supervisors are reminded the ability to work an AWS is a management decision and a privilege. Management may not be able to approve all AWS requests.**

**c. Supervisors will be required to provide written rational concurring or non-concurring with a Technician's request to work an AWS IAW HRR 990-3, Chapter 2. Supervisors will submit the Technician's requests, along with their concurrence or non-concurrence, through their respective supervisory chain to the appropriate approval authority prior to the effective date. The appropriate approval authorities are:**

**(1) For a 5-4/9 compressed work schedule (CWS) the respective Chiefs of Staff.**

**(2) For a 4-10 CWS the respective Deputy/Assistant Adjutant General.**

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

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

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

SECTION 6 - STANDBY TOURS:

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

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

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

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

ARTICLE 13

LEAVE

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

## SECTION 1 - ANNUAL LEAVE:

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

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

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

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

e. Annual leave is accrued at the following rates:

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

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

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

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

g. Employees may accumulate a maximum of 240 hours (30 days) of annual leave. Any annual leave credited to the employee at the end of the leave year that exceeds the maximum accumulation is either forfeited or restored IAW with WING HRR 630, Absence and Leave Program, Chapter 2, Annual Leave, paragraph 2-8.

## SECTION 2 - SICK LEAVE:

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

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

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

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

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

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

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

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

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

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

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

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

d. Sick leave will be authorized only in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the local supervisor to ascertain whether absences are properly chargeable to sick leave. Medical certificates or other administratively acceptable evidence may be required under the following conditions:

(1) For absences in excess of three workdays.

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

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

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

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

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

(2) Family members is defined as:

(a) a spouse, and parents thereof;

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

(c) parents;

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

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

**SECTION 3 - EXCUSED ABSENCE:** Absences from duty administratively authorized which do not result in a charge to any kind of leave or in loss of salary are excused absences. Excused absence will be administered on a uniform and equitable basis within the scope of applicable regulations. The following are some examples of excused absences that employees may utilize:

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

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

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

d. Funeral Duty.

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

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

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

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

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

h. Tardiness and Brief Absences: Absences from duty of less than an hour (which are unavoidably necessary) and tardiness may be excused when reasons appear to be adequate to the supervisor. Otherwise, the absence may be compensated for by additional work time or may be charged against any earned compensatory time or may be charged to annual

leave, leave without pay (with the technician's consent), or absent without leave, as appropriate.

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

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

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

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

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

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

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

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

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

#### SECTION 5 - FAMILY AND MEDICAL LEAVE ACT

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

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

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

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

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

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

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

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

e. Job Benefits/Protection Under FMLA:

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

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

f. Employee Responsibilities under FMLA:

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

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

\* An acceptable medical certificate is defined as a written statement signed by a licensed and registered practicing physician, or other licensed practitioner, certifying to the incapacitation

examination, treatment or the period of disability of any employee while they are undergoing professional treatment.

## SECTION 6 – LEAVE WITHOUT PAY (LWOP)

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

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

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

### b. Granting LWOP:

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

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

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

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

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

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

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

## SECTION 7 - MILITARY LEAVE:

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

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

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

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

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

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

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

## ARTICLE 14

### TRAINING

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

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

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

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

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

## ARTICLE 15

### TRAVEL

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

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

### SECTION 3 - COST OF TRAVEL:

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

to travel entitlements and use of the Government Travel Card should be addressed through the employee's supervisory chain.

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

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

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

**SECTION 5 – WMA BILLETING:** Bargaining unit employees, when TDY in a civilian travel status utilizing Wisconsin Military Academy (WMA) billeting, may be billeted based upon their civilian status rather than their military rank. Employees will have the option of single occupancy accommodations when available per WMA Policy, the Joint Travel Regulation (JTR), and the Joint Federal Travel Regulation (JFTR). The Program Manager authorizing the travel order will make the determination of whether or not to use WMA billeting.

## ARTICLE 16

### SAFETY

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

**SECTION 2 - EMPLOYER RESPONSIBILITY:** The Employer is responsible for maintaining safety and occupational health standards that ensure good working conditions. Supervisors have the responsibility for continuously checking all aspects of personnel safety. The Employer will provide safety equipment (safety boots, safety glasses, etc.) as authorized in current authorization documents. When reasonably possible, the Employer agrees to avoid any situations where employees would be assigned work without necessary safety or protective equipment required to perform their duties.

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

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

## ARTICLE 17

### CLASSIFICATION AND ASSIGNMENT

#### SECTION 1 - EMPLOYEE RIGHTS:

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

b. The appeal package must contain the following information:

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

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

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

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

(5) Technician's rationale: Reasons why the employee believes the position classification is in error. The employee should refer to position classification standards that support the appeal and should state specific points of disagreement with the activity evaluation statement. The employee may also include a statement of facts that he or she believes may affect the final decision. If the employee believes the position classification is not accurate, the employee must provide his/her own description of work currently being performed and describe action taken to have the official position classification changed. Without evidence of a reasonable attempt to resolve an issue of position classification,

deciding officials shall return appeals to allow employees a resolution attempt before appeal adjudication. If the effort fails to resolve the issue, deciding officials will adjudicate appeals based on actual duties performed.

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

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

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

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

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

SECTION 3 – WAIVERS FOR TECHNICIAN COMPATABILITY: The technician may request, through **their** supervisory chain, a compatibility waiver **for MOS, rank, and Unit of Assignment. Technicians may request a change in their supervisory chain, to avoid rank inversion, in order to accommodate military career development.** Applications will be reviewed in a timely and equitable basis for review in accordance with appropriate rule and regulation.

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

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

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

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

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

**SECTION 6 - DETAILS:**

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

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

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

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

## ARTICLE 18

### JOB OPPORTUNITIES

#### POSITION VACANCY ANNOUNCEMENTS:

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

b. WIARNG position vacancy announcements will be distributed **through Distribution 'A' email and posted to the DMA website <http://dma.wi.gov/tech.asp>. A link to each Position Vacancy Announcement for all WIARNG vacancies will be furnished to the President of the Association.**

## ARTICLE 19

### EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

e. The Employer will comply with the EEO complaint procedures prescribed by the Equal Employment Opportunity Commission in **statutory and regulatory procedures by contacting the State Equal Employment Manager (SEEM). The employee may also utilize the negotiated grievance procedure contained in this agreement.**

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

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

## ARTICLE 20

### MERIT PROMOTION AND PLACEMENT PLAN

#### SECTION 1 - Purpose:

a. The purpose of this plan is to establish the general policies and procedures for filling competitive and excepted employee vacancies within the Bargaining Unit in the Wisconsin Army National Guard, and provide Bargaining Unit Wisconsin Army National Guard employees with information on promotion policies and procedure. Promotions of members of the Bargaining Unit are to be made in accordance with this plan. Qualified applicants in the excepted or competitive service, but not both, will be considered equally. It is imperative in the accomplishment of the Wisconsin Army National Guard mission that employee positions are filled with the best qualified personnel available by promotion and placement of experienced employees when possible. It will be the policy of the Employer to assure every effort is made to comply with the applicable provisions of the Code of Federal Regulations and National Guard Bureau (NGB) Technician Personnel Regulation (TPR) 300, and **the Statute**.

b. Policy. It is the policy of the Wisconsin National Guard that all technician positions be filled by the best qualified individuals available and ensure that all technicians have an opportunity to develop and advance to their full potential and that every reasonable effort will be made to promote upward mobility. All technician vacancies will be filled on the basis of merit and job-related factors. For purposes of this plan, military requirements are considered as job-related qualifying factors for positions in the excepted service. All actions under this plan will be made without the discrimination for non-merit reasons such as race, color, religion, sex, national origin, marital status membership or non-membership in an employee organization and age or non-disqualifying physical handicap (except for a military membership requirement for excepted military technicians).

#### SECTION 2 - GENERAL:

a. Identification, qualification, evaluation, selection and promotion will be on the basis of qualification and merit without discrimination for any non-merit reasons.

b. This plan is designed to fill positions with the best-qualified employees based on:

(1) Employee knowledge, skills and abilities.

(2) Employee and military position prerequisites.

(3) Employee qualification.

(4) Military qualifications within a position requiring National Guard membership.

(5) Qualifications for competitive appointments will be as determined by **the appropriate agency authority**.

(6) Evaluations of performance.

(7) Assuring that all eligible employees who apply for a position are considered on a fair and equitable basis.

SECTION 3 - DEFINITIONS: Terms used in this plan are defined as follows:

a. **Selecting Supervisor.** This is the individual who is immediately responsible for the day-to-day supervision of the technician; that is, the first person paid for supervisory responsibility that assigns, reviews and checks the work of the technician. The Selecting Supervisor is the person who will receive the Referral and Selection Certificate for his/her action to select the individual for the vacancy. Second line supervisor may act in lieu of the first line supervisor, if the first line supervisor cannot be present and provided that the second line supervisor fulfills all of the responsibilities of the selecting supervisor under this Article.

b. **Promotion.** A change of an employee:

(1) To a higher grade when both the old and new positions are under the General Schedule.

(2) From one grade to a higher grade under the same type Wage Schedule.

(3) From a job or grade under the Wage Schedule to a job or grade with a higher representative rate under a different Wage or General Schedule.

(4) From a position under the General Schedule to a job or grade with a higher representative rate under a Wage Schedule.

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

d. **Qualifications.** A combination of experience, training, and education which relate to the position being filled.

e. **Referral and Selection Certificate.** A properly completed Referral and Selection Certificate listing qualified candidates will be forwarded to the Selecting Supervisor for consideration when a vacancy occurs.

f. **Applicant Evaluation.** The process of evaluating the **specialized skills** and work experience possessed by candidates against the job-related criteria to determine those who will be certified to the Selecting Supervisor.

g. **Eligible Candidates.** Those candidates who meet the minimum qualification standards for the position, including any appropriate selective placement factors.

h. **Identifying Qualified Candidates.** The process of evaluating the knowledge, skills and abilities and work experience possessed by candidates against established qualification requirements for the vacant position.

i. **Job Related Criteria.** The combination of factors that position descriptions have shown to be important for performance in a specific position (or group of positions analyzed as having

identical important factors) and which performance analysis has shown are valid indicators of differences between more and less successful workers. The total set of criteria includes all knowledge, requirements, skills, training and work experience that meet job and performance analysis requirements for the position.

j. Trainee. An individual who has some but not all of the required qualifications for the target position; however, he/she or she meets the qualifications at the trainee level.

k. Position Vacancy Announcement. The advertising medium used by the DMP/J1 to announce job vacancies.

l. Target Grade. The fully qualified grade of the position being filled.

m. Details. A detail is the temporary assignment of a technician to a different position for a specified period, with the technician returning to his/her regular duties at the end of the detail. A position is not filled by a detailed employee, because the technician continues to be the incumbent of the position from which detailed. Details may be made for up to eight (8) pay periods. Details may be extended in increments up to eight (8) pay periods, not to exceed one (1) year.

n. Dual Status Technician. An excepted service technician employed under 32 U.S.C. 709 who must also hold a military membership as a condition of employment.

o. Non-Dual Status Technician. A person employed under 32 U.S.C. 709 for whom military membership is not a condition of employment.

**SECTION 4 - SCOPE:** This plan applies to all bargaining unit positions in the WIARNG Technician Workforce. It will be used in filling positions in the excepted and competitive service through initial appointment, promotion, reassignment, reinstatement, demotion and transfer. This plan, as appropriate, will be used to effect the following actions relative to Bargaining Unit positions in the Wisconsin Army National Guard:

a. Permanent appointments/promotions. Under specific circumstances, certain non-dual status vacancies are required to be processed by a delegated examining authority procedures prescribed in the 5 CFR, Part 300.

b. Indefinite appointments. Indefinite appointments may be converted to permanent employment without further competition if for the same position **and initially advertised with the ability to convert to permanent.**

c. **Temporary appointments without competitive aspects. A supervisor may request a noncompetitive temporary technician appointment per HRR 335-1 and policy memorandum subject: Temporary Technician Appointment Request for Personnel Action (RPA), dated 8 August 2013.**

d. Temporary promotions for more than eight (8) pay periods. If there is a possibility that temporary promotion may extend beyond eight (8) pay periods, then the action must be affected under the competitive procedures of this plan. Temporary promotions should not be

used for a period of training or evaluating an employee in the higher graded position if there is immediate potential for permanent promotion

e. Reassignments with known promotion potential.

#### SECTION 5 - RESPONSIBILITIES:

a. Individual technicians are responsible for:

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

(2) Familiarizing themselves with the provisions of this plan.

(3) Assuring that application forms and Official Personnel Folders (OPFs) contain accurate and current information concerning qualifications and self-development activities.

(4) Arranging with their supervisors to submit applications for vacancies when temporarily absent from their jobs.

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

c. The DMP/J1 is responsible to The Adjutant General for ensuring that the requirements of this Merit Placement Plan are carried out. The DMP/J1 has responsibility to:

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

(2) Assure compliance with the program.

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

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

(5) Maintain necessary records.

d. Managers and supervisors have a responsibility to:

(1) Assure that technicians under their supervision are aware of this regulation.

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

## SECTION 6 - AREAS OF CONSIDERATION:

a. The area of consideration for each specific position vacancy announcement will be that deemed most appropriate by the DMP/J1 to insure the receipt of sufficient highly qualified candidates. Management can extend the established area of consideration for a particular placement action when it has been determined that the initial area will not produce a sufficient number of highly qualified candidates. Following are the established areas of consideration:

AREA I - All Excepted Technicians in the Wisconsin Army National Guard for Army technician vacancies.

AREA II - All members of the Wisconsin National Guard to include AGR personnel.

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

AREA IV - All competitive technicians of the Wisconsin National Guard for competitive positions.

AREA V - Applicants from outside the organization, including individuals on an OPM certificate, and those eligible for reinstatement due to prior competitive status.

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

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

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

SECTION 7 - ACTIONS EXEMPT FROM COMPETITION: Refer to Human Resources/J1 Regulation 335-1, Human Resources/J1 – Federal Technician Employment Merit Placement Plan for detailed information on actions exempt from competition.

## SECTION 8 - PLACEMENT AND/OR PROMOTIONS NOT SUBJECT TO COMPETITION:

Promotions and placements may be made without regard to the competitive requirements of this regulation in the following cases:

a. An employee who is selected through merit promotion procedures to fill a position at less than the authorized grade and who completes the necessary training program(s) to prepare him for promotion, may be promoted without further competition when recommended by his/her supervisor.

b. A detailed employee may be assigned to a position without further competition if initial selection was made after all candidates who would be available for promotion were considered for the detail through merit promotion procedures and the fact that the detail could lead to noncompetitive promotion was made known.

c. An employee may be promoted without competition when his/her position is upgraded due to job enlargement. If the enlargement is unplanned, management action, or if the incumbent is the only person in the agency reasonably considered qualified for the position no competition would be required.

d. An employee who is downgraded without personal cause, that is, without misconduct or inefficiency on his/her part and not at his/her request, or separated by RIF and re-employment at a lower grade, may be promoted without competition to the grade from which downgraded or any intervening grade for which qualified. Such repromotion consideration shall remain in effect for 2 years from the downgrade.

e. An employee may exercise his/her restoration rights following military duty and be restored to higher levels without competition if his/her records show that he/she was selected for promotion in absentia.

f. When, without significant change in duties or responsibilities, an occupied position is upgraded because of a change of classification standards or to correct a classification error, the incumbent must be promoted to the higher grade if he/she meets the legal requirements and qualification standards.

g. Employees who are eligible to be promoted without competition will be given priority consideration for technician vacancies for which they are qualified. Names of such personnel will be forwarded to the selecting supervisor for consideration before advertising procedures begin. Such personnel, if not selected without competition, will receive automatic consideration under the competitive promotion process.

h. Employees whose names appear on the re-employment priority list as provided for in WING HRR 351-1, Reduction In Force (RIF) Procedures.

i. Placement as a result of priority consideration when a candidate was not previously given proper consideration in a competitive action.

j. An employee who is hired under the authority of NGB Emergency Hiring Flexibilities and/or Appointment Authority Exceptions.

**SECTION 9 - ADVERTISING FOR POSITION VACANCIES:** Vacancies, in which promotion potential exists, will be advertised by the DMP/J1 using "Position Vacancy Announcements." Position Vacancy Announcements will be distributed throughout the area of consideration and will contain the following information:

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

b. Type of appointment (excepted or competitive), (permanent, indefinite, temporary), and information regarding whether further competition for conversion to permanent status is required.

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

d. Organizational and geographical location of the position.

e. Summary of the duties and minimum qualification requirements.

f. Information regarding whether further competition is required for known promotion potential, if applicable.

g. Special conditions of employment, or developmental training, if applicable; that is, statement of whether trainees will be acceptable or not.

h. Opening and closing dates and how to apply.

i. Equal employment opportunity statement.

j. Designated security clearance requirement and consequences of failing to qualify for the security clearance.

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

l. Standard, compressed workweek or alternate work schedule.

m. Permanent Change of Station (PCS) entitlement, yes or no.

#### SECTION 10 - PROCESSING APPLICATIONS:

a. Application Timeliness: **Resumes and required supporting documentation** must be received **by USA Staffing no later than 11:59 (PM) (EST) and 10:59 (PM) (CST)** on the closing date published within the position vacancy announcement. **If the employee is having difficulty applying online, they may contact their supervisor for assistance.**

b. Basic Eligibility. Candidates must meet the qualifications established for the position including any selective placement factors to be considered eligible. Initial Screening Worksheet for Merit Staffing Actions, will be used to determine eligibility. Applicants who do not meet the minimum qualifications will be notified as to the basic qualifications they lack.

c. Selection Placement Factors. Selective placement factors are the knowledge, skills, abilities or other personal characteristics essential for satisfactory performance in the job. They will be determined in advance of advertising a position and will be stated in the vacancy announcements. When used, they are a part of the basic eligibility requirements for the position.

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

(1) Security requirements. A technician is subject to personal security requirements in accordance with TPR 700-732. The DMP/J1 must determine whether an applicant has the required security clearance for the assignment. If an applicant who is selected for a technician assignment does not possess the required security clearance level, he/she is responsible to coordinate with his/her military personnel office to initiate the required clearance level. The DMP/J1 will provide coordination assistance with the military personnel

office, if needed. When a technician cannot meet the security requirements of the position, action must be taken IAW TPR 715, paragraph 2-2.

(2) Training requirement. All applicants for a position with a designated developmental training requirement must be informed in advance that failure to complete the required course(s) will be cause for removal from the position. The DMP/J1 will require an applicant to submit a written statement to the effect that he/she understands this condition of employment.

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

SECTION 11 - EVALUATING CANDIDATES: All vacancies will be filled in accordance with existing law, rule, and regulation.

SECTION 12 - REFERRAL AND SELECTION PROCEDURES:

a. Referral of Candidates. Following the determination of basic eligibility and evaluation of candidates as outlined in Chapter 5 of WING HRR 335-1 (if applicable), the DMP/J1 will:

(1) Certify to the selecting official up to **ten** of the best-qualified candidates for each bargaining unit position advertised. Candidates will be listed alphabetically. More than **ten** candidates may be certified when qualified applicants are tied or when a position is advertised at multiple grade levels. In the last case, **ten** different qualified candidates may be certified at each grade level.

(2) In order to provide potential selection preference to bargaining unit members a referral list of all best-qualified candidates will be prepared. From that referral list at least one certificate with a minimum of three candidates will be forwarded to the selecting official, unless less than three candidates that apply or are certified as among the best qualified. This certificate will contain only Bargaining Unit members if at least three are certified as among the **ten** best qualified. If there are not at least three eligible bargain unit members to include on this certificate, then the most qualified of the non-bargaining unit applicants (if among the **ten** best qualified) may be included on this initial certificate. The determination of these next most qualified among the **ten** best qualified is made by the J1 Recruitment and Placement Specialist or Subject Matter Specialist on the basis of the written application materials submitted with the application. If the Selecting Supervisor makes no selection from the initial certificate, the Selecting Supervisor will **send written notification back to J1 and** request a second certificate with additional candidates to bring the total up to the maximum of **ten** best qualified candidates. **The selecting supervisor is authorized to select a candidate from any previously issued certificate(s).** (See Appendix A.)

(3) Notify those individuals who were rated as **minimally** qualified but not submitted for consideration.

**b. Action by the Selecting Supervisor.**

**(1) Interviewer(s) will develop a written interview plan. The plan will include:**

**a. List of individuals on interview panel. The panel must consist of at least three members and one member must be knowledgeable concerning the duties of the position. Panel members must be an employee of the Department of Military Affairs (State Employee, Competitive/Excepted Technician), AGR or traditional Guard Member.**

**b. Develop interview questions - All questions will be relevant to the applicants' suitability for promotion or appointment to the vacant position.**

**(2) Interview process**

**a. The same interviewers must be present for all interviews**

**b. Interviewers should schedule the same amount of time for each candidate.**

**c. Upon completion of all interviews, the interview panel will tabulate total scores of questions and discuss all aspects of the interviews, to include any follow on questions asked during the interview.**

**(3) Method of determining the selected candidate: final selection should be based on the following process.**

**a. Review of USA Jobs data by selecting official.**

**b. Outcome of interview and recommendations of interview panel.**

**c. Supervisors may consider references/recommendations based on personal knowledge or records of job-related abilities or characteristics.**

**(4) Make a selection. If all candidates are rejected, the selecting official will return the certificate to the DMP/J1.**

**The selecting supervisor is free to select or non-select among a group of properly referred, best qualified candidates certified to him/her. The selection must be in compliance with EEO laws, regulations/laws (relating to prohibited personnel practices) and this agreement.**

**(5) Notify the selected candidate.**

**(6) Notify those candidates not selected and provide a point of contact for discussion of their non-selection. Upon request from the non-selected bargaining unit candidate(s), the selecting official will provide definitive reason(s) for non-selection (For the purpose of this section, "definitive" means: a reason for non-selection which provides a non-selected candidate with the information as to an area or areas where the applicant needs to improve.)**

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

(8) Sign and return certificate to DMP/J1.

(9) Retain interview records at least two years, to include informal notes/forms/scoring matrix used by the interview panel.

c. Action by the DMP/J1. A representative of the DMP/J1 will:

(1) Arrange for a release date if requested.

(2) Prepare promotion file in accordance with appropriate regulation. (WING HRR 335-1, Merit Placement Plan, Chapter 7, Placement and Promotion Records)

d. Release of Selectee. After selection for promotion or placement, a technician must be released promptly from his/her present position. Release will normally be within 2 weeks after selection. In all cases, the release date will not be delayed longer than 30 days without approval of the DMP/J1.

### SECTION 13 - PLACEMENT/PROMOTION RECORDS:

a. Purpose. Complete promotion records will be maintained by the DMP/J1 to:

(1) Provide a clear record of actions taken.

(2) Evaluate the merit placement program.

(3) Provide proof that merit placement actions are being made on a fair and equitable basis in accordance with the merit placement plan.

b. Records. Sufficient records are required to allow reconstruction of the placement action. As a minimum, the following information and forms will be retained in the record:

(1) Copy of the vacancy announcement.

(2) List of all applicants names.

(3) Copy of resume or summary of work and education history of all applicants. (Applications for selected technicians or new employees will be filed in OPF.)

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

(5) Referral and Selection Certificates signed by selecting official.

(6) Record of the Priority Placement having been cleared (for non-dual status positions).

c. Duration. Records will be maintained for a minimum of two years. If a grievance is pending, records will be maintained until resolution.

d. Privacy Protection. Information relating to individual placement action or to the candidates will not be discussed with or shown to unauthorized individuals. Supervisors and

personnel specialists participating in merit placement actions will not disclose the details of their work to unauthorized persons.

#### SECTION 14 - RESOLVING DISSATISFACTION:

a. When an applicant believes he/she has been improperly excluded from consideration for promotion, he/she may submit a written inquiry to the Employer listing his/her questions about the promotion action. The Employer will provide a written response to all such promotion action inquiries within 15 working days, if possible, of the receipt of the inquiry. For example, upon request from the employee, or the Association on behalf of the employee, the Employer will provide within 15 working days, sanitized copies of those portions of the certification file, application material and selection file, necessary to determine the propriety of the certification.

b. An employee, who believes that governing procedures were not followed, may file a grievance under the negotiated grievance procedure.

c. A grievance will not be considered when it is based solely on non-selection.

### ARTICLE 21

#### JOB PERFORMANCE

SECTION 1 - PERFORMANCE PLAN: Establishing **critical elements** should be **done IAW appropriate National Guard Bureau and local Human Resources regulations**. **Performance Plans will not include elements of personal conduct, attendance, or demeanor. This should be** a cooperative effort by the supervisor and employee and should lead to better understanding of the requirements of the job. However, the official determination of job requirements will be made by the appropriate **rating** official and reviewed by a higher **level reviewer**.

#### SECTION 2 - PERFORMANCE APPRAISALS:

a. Each employee will have his/her performance evaluated **and rated** in relation to his/her established **critical elements IAW appropriate National Guard Bureau and local Human Resources regulations**. The proper use of performance **plans and critical elements** can help improve an employee's performance by:

- (1) More meaningful supervisor-employee relationships.
- (2) Informing the employee of work standards required.
- (3) Identifying better than average work performance.
- (4) Recognizing the need for improvement of specific work deficiencies.
- (5) Assuring proper procedures in personnel actions.

b. All employees will receive **an interim review midway through the rating cycle and no later than 120 days prior to receiving a rating** and will be afforded the opportunity to **give a self assessment**. **Employees may also** review their supervisory files with their supervisors.

c. Subject to the provisions of applicable rules and regulations, the Employer may reduce in grade or **reassign or** remove an employee for unacceptable performance. In either case, a 30-day advance written notice will be required.

## ARTICLE 22

### REDUCTION-IN-FORCE

SECTION 1 - NOTIFICATION OF RIF: The Employer agrees to **allow employees and their union representatives, to have pre-decisional involvement (PDI) prior to determining the need to RIF or Administratively Furlough Bargaining Unit Employees to explore alternatives**. The Employer also agrees to inform the Association of employees affected.

SECTION 2 - ASSOCIATION RESPONSIBILITY: During the periods of RIF, the Association agrees to cooperate with the Employer in communicating the basis and reasons for the reduction to all of the employees.

SECTION 3 - EMPLOYER RESPONSIBILITIES: Whenever a RIF is necessary, every effort will be made to minimize its adverse impact through the use of normal attrition, the reassignment of employees to existing vacancies which there is a current need to fill and through such other actions as serve to reduce the number of employees adversely affected including buyout and/or early retirement.

SECTION 4 - APPEALS: One of the reasons for having a uniform system for RIF is to make sure that employees are treated fairly and in accordance with their rights. This means that the system must be administered carefully and properly by the Employer. Employees are granted the right to appeal in writing to the Employer if they believe the RIF regulations have not been complied with correctly in their case.

### SECTION 5 - RIF SYSTEM:

a. Reduction-In-Force (RIF): RIF occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, or the need to make a place for a person exercising re-employment or restoration right requires the agency to release the technician.

b. Competitive Areas: At the time a RIF notification is received, impact bargaining will take place to determine that portion of the bargaining unit affected.

c. Competitive Levels:

(1) Separate competitive levels will be established for excepted and non-dual status (NDS) positions. A competitive level consists of all positions within a competitive area, which

are in the same grade, same service and are so alike in qualification requirements, duties and responsibilities that the incumbent can be moved from one position to another without undue interruption in the work program.

(2) Supervisory positions will not be placed in the same competitive level as bargaining unit employees.

(3) During a RIF, non-bargaining unit technician employees will be able to compete with bargaining-unit technician employees for bargaining-unit positions. During a RIF, non-technician employees will not compete with bargaining-unit employees for bargaining-unit positions except for those non-technician employees who have restoration rights under 38 U.S.C. Section 2024(d) and who may exercise at any time, their right to return to their former bargaining unit positions.

d. Tenure Groups: Technicians are divided into three (3) Tenure Groups:

Group I - Technicians under permanent appointment that are not serving on probation or trial periods.

Group II - Technicians serving on probation or trial periods.

Group III - Technicians who have been given indefinite appointments in the Excepted Service.

e. Retention Registers: A record that lists technicians in descending order, within their competitive levels, starting with the technician with the highest score first.

f. A technician retention standing score will be computed using the following:

(1) Technician Performance level added with the number of years from the employees' technician years of service.

(a) The technician performance level score is determined by averaging the last three Technician Performance Appraisals and then comparing that score to the following chart (cases where three appraisals are not available to review the score will be derived from available methods allowed under applicable law, rule and regulation).

**Rating of Record:**

5 points ----- Outstanding

4 points ----- Excellent

3 points ----- Fully **Successful**.

(b) Performance level scores will then be weighed by following scale:

Outstanding --- 40 points

Excellent --- 30 points

Fully **Successful**.-- 20 points

Example-Technician's last 3 appraisals average— **4.0 (use rounding TPR 430, table 2.2, Rating of Record)**.

And he/she has 15 years of technician service.

His/her performance level is within the Excellent range.  
His/her performance level score = 30 points.  
Add performance score 30 pts. To Tech service time 15 years.  
Retention standing score = 45.

(2) Service computation date (SCD) will be utilized as a tiebreaker. This would mean that Technician A and B both have a retention score of 45; however, the SCD is 06-01-73 and 09-10-86 for technicians A and B respectively. Technician A would have a higher standing because of more years of federal service.

g. A technician retention score and overall rating is determined by the score of the last three Technician Performance Appraisals in accordance with current regulations.

h. Once authority for a RIF has been received, receipt of a new performance appraisal will not affect the technicians standing in the current RIF.

i. Technicians with an overall performance rating of unacceptable may only compete with or displace other technicians with unacceptable performance appraisals.

#### SECTION 6 - NOTIFICATION & COOPERATION WITH THE ASSOCIATION:

a. **Following PDI, if the Employer still determines that the need for a RIF or Administrative Furlough exists, as soon as practicable; the parties will meet to outline the extent of the RIF or Administrative Furlough. Employer and Association may conduct impact bargaining/appropriate arrangements for Bargaining Unit Employees adversely affected by the implementation of the impending RIF or Administrative Furlough including any early outs, buyouts or reassignments.**

b. After impact bargaining with the Association, notification of the RIF will be in the form of a posted written general notice as far in advance as possible.

c. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private Employers.

d. A separate written notice, the specific notice of RIF, will be given to each affected technician to be RIF'd at least 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual.

#### SECTION 7 - EARLY RETIREMENTS AND BUYOUTS:

a. The agency will query only those employees in organizations, locations and/or occupational series affected by a potential RIF regarding their interest in Voluntary Separation Incentive Pay (VSIP) or Voluntary Early Retirement Authority (VERA), formerly known as an early retirement and/or buyout.

b. Any VSIP/VERA offers/applications must be approved by the DMP/J1.

## ARTICLE 23

### GRIEVANCE PROCEDURES

#### SECTION 1 - GENERAL:

a. A "Grievance" means any complaint:

(1) By any unit employee concerning any matter relating to the employment of the employee; or

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

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

(a) The effect or interpretation, or a claim of breach, of the Labor Agreement; or

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

b. "Condition of Employment" means personnel policies, practices and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters:

(1) Relating to political activities prohibited under subchapter III of Chapter 73 of Title 5, U.S.C.;

(2) Relating to the classification of any position; or

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

(4) That are covered by 32 USC 709(f).

c. This procedure shall be the sole grievance procedure available to all employees of the unit. Where disagreements arise between the parties concerned, on questions of whether a grievance concerns a matter that is covered by this grievance procedure, they will be referred to an arbitrator for decision. The arbitrator will rule on the matter of grievability/arbitrability prior to rendering his/her decision on the merits of the grievance.

d. Employees may present their own grievances without the intervention of the Association so long as the adjustment is not inconsistent with the terms of this agreement and the Association has been given the opportunity to be present at the adjustment.

SECTION 2 - RIGHT TO REPRESENTATION: An employee, in preparing and/or presenting a grievance, has the right to be accompanied and/or advised by a representative of the Association. The employee, as well as the representative, is assured freedom from restraint, interference, coercion, discrimination, or reprisal in connection with his/her participation in this system. Both the employee and the representative, if an employee of the WIARNG will be

given official time to present the grievance. All arrangements for a representative must be made by the employee presenting the grievance. In all cases where an employee is represented, the representative will be required to adhere to the same rules of conduct and procedures as the employee is required to follow.

SECTION 3 - SUPERVISOR- EMPLOYEE RELATIONSHIP: Prompt action by supervisors may resolve potential grievances. Each supervisor is charged with the direct responsibility of establishing a relationship with subordinates, which will reduce the need for grievance submissions.

SECTION 4 - PROCEDURES:

a. An employee **or the Association** may present a grievance concerning a continuing practice or condition at any time, but must present a grievance concerning a particular act or occurrence within 15 working days of the date of that act or occurrence, or the date he/she became aware of it. A grievance between an employee covered by this agreement and the Employer shall be processed in the following manner:

Step 1: The initial presentation of the grievance may be oral or written and will be taken up with or submitted to the **appropriate management official that can resolve the grievance**. The **management official** to whom the grievance is presented for informal adjustment will attempt to resolve it as expeditiously as possible, seeking the advice and assistance of others where necessary, and will give the employee his/her decision on the matter not later than 7 working days after the date of presentation. If the subject matter required consultation with other supervisors or management officials, the employee is advised of their participation in the decision. If the adjustment sought cannot be granted, the employee is informed of the reasons and of his/her right to request further consideration under Step 2 below. If the presentation of the grievance is written, the decision will be in writing with a copy furnished all concerned. If the grievance and decision were communicated orally, the supervisor prepares a memorandum explaining the issues and the action he/she took in the matter and retains it with his/her supervisory record of employees.

Step 2: If a satisfactory settlement has not been reached at Step 1, the grievant shall reduce the grievance to writing and submit it within 15 working days after receipt of the first decision to the next level supervisor. The written grievance should identify the grievant and representative, if any, the specific nature of the grievance including treatment given at Step 1, and the corrective action desired. This next level supervisor shall hold a discussion on the grievance with the employee, the representative, if any, and other individuals concerned within 15 working days after receipt of the written grievance. The consideration accorded the grievance during this discussion will be informal; however, a memorandum for record will be prepared by the supervisor holding the discussion and will contain (1) a summary of the grievance, (2) the consideration accorded it, and (3) the conclusions reached, to include the course of action decided upon during the discussions. A copy of the memorandum will be furnished all parties concerned.

Step 3: The aggrieved employee, if not satisfied with the decision reached at Step 2, may within 15 working days thereafter, make formal written request to the Employer for review and decision. During this time, the Employer representative and the Association may meet to

discuss and attempt to resolve the grievance. The Employer will issue a written decision within 15 working days following receipt of the grievance.

b. All time limits provided for herein, may be extended by mutual agreement for valid reasons provided that a request for extension is presented prior to the end of the prescribed time limit.

c. Whenever an employee submits a grievance under the provisions of Step 3, an individual grievance file will be established and the record copy maintained by the DMP/J1. The file is an independent file, separate and distinct from the Official Personnel Folder. It will contain all information necessary for a clear understanding of the case including, as a minimum, the following:

- (1) The written grievance.
- (2) Any record memorandums prepared following discussions.
- (3) The summary of meeting, if a group meeting was held.
- (4) The report of inquiry, if an inquiry was conducted.
- (5) The written decision.

d. The Employer shall, upon request of the aggrieved employee, permit inspection of pertinent records as permissible without violating laws, rules, security or Government policy.

e. Reconsideration may be given the grievance based on new evidence. At any stage of the review procedure, the employee may present new or additional evidence by submitting that evidence in writing through supervisory channels.

f. If the Employer's decision is not acceptable, the Union may within 15 working days invoke arbitration of the grievance under the provisions of Article 24 of the agreement.

**SECTION 5 - MANAGEMENT GRIEVANCES:** An Employer grievance shall be submitted in writing to the DMP/J1 and delivered to the Association President within fifteen (15) working days of the incident that is the basis for the grievance(s). The Association will issue a written decision and present it to the Human Resource Office DMP/J1 within thirty (30) working days following receipt of the written grievance, unless this time limit is extended by mutual agreement. Any issue not resolved to the Employer's satisfaction by the Association President's decision may be referred to arbitration under provisions of Article **24** of this agreement, provided the decision to invoke arbitration is made within fifteen (15) working days following the DMP/J1's receipt of the Association President's written decision. If the Association President fails to process the grievance in a timely manner, the Employer may invoke arbitration at any time.

## ARTICLE 24

### ARBITRATION

SECTION 1 - LIMITATION: The Employer or the Association may invoke binding arbitration over all grievances. The party invoking arbitration will provide written notice of their decision to the other party.

SECTION 2 - PROCEDURE: The party invoking arbitration will, within five (5) workdays of that decision, arrange to meet with the other party for the purpose of endeavoring to agree on the selection of an arbitrator. Simultaneously, the invoking party will also request FMCS (Federal Mediation and Conciliation Service) to provide mediation for a mandatory settlement conference to be held within 30 days of the request. If agreement cannot be reached on the selection of an arbitrator, either party may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. All costs of obtaining a list of arbitrators will be borne by the party invoking arbitration. Both parties shall meet within five (5) workdays after receipt of such list. If they cannot agree upon one (1) of the listed arbitrators, then the Employer and the Association will each strike one (1) arbitrator's name from the list of five (5) and shall then repeat this procedure. The Employer will allow the Association to strike first. The remaining name shall be duly selected as arbitrator.

SECTION 3 - COSTS: All costs, fees and any necessary per diem and travel expenses of the arbitrator shall be shared equally by the Employer and the Association. Allowance for travel and per diem will not exceed the maximum rate payable to Government employees in accordance with Joint Travel Regulations. The parties agree to share the cost of a hearing transcript if they mutually agree to request a transcript. If only one party wishes to request a transcript, that party will bear the entire cost.

SECTION 4 - HEARING: The arbitration hearing shall be held at a location mutually agreed upon by the Employer and the Association. The arbitration hearing will be held during the regular day shift work hours of the basic workweek.

SECTION 5 - DECISION: The arbitrator will be requested by the parties to render the decision as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearings unless the parties otherwise agree. The arbitrator must abide to the terms of the labor agreement and adhere to the law.

SECTION 6 - EXCEPTIONS: It is agreed that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

## ARTICLE 25

### DISCIPLINE AND ADVERSE ACTION

#### SECTION 1 - DISCIPLINE:

a. Bargaining unit members in technician status are only subject to disciplinary actions in accordance with applicable technician regulations and this collective bargaining agreement, rather than the Uniform Code of Military Justice (UCMJ) and Wisconsin Code of Military Justice (WCMJ).

b. There are two types of disciplinary action that may be taken against a technician, informal disciplinary action and formal disciplinary action. Disciplinary action will be taken for the purpose of correcting offending technicians, problem situations, maintaining discipline, and morale among other technicians. Where corrective action can be accomplished through closer supervision, training, oral admonitions, or warnings, supervisors are encouraged to use progressive discipline. However, nothing in this paragraph or agreement precludes or limits a supervisor's ability to initiate formal disciplinary actions.

c. Supervisors are encouraged to resolve disciplinary issues at the lowest level through personal counseling. The technician may request representation (in accordance with the Weingarten Rights, section 4 of this article) at such counseling sessions if it is suspected that the counseling actions may lead to formal disciplinary or adverse action. The crime provision and cases of misconduct as provided for in Government-wide regulations may serve as a reason to effect action without prior counseling. In cases of misconduct affecting the safety of personnel and or security of resources, the Employer agrees to examine temporary reassignment options as part of disciplinary action procedures.

#### d. Informal Disciplinary Actions

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

(2) Notation of oral admonishment (date and subject) will be made by pencil entry on NGB Form 904-1 by the supervisor and should be initialed by the technician to verify the authenticity of the entry. Any such entry will be deleted after a one-year period, provided there are no other incidents of misconduct. The technician should be told the annotation will remain until the supervisor determines it is no longer needed or relevant to a continuing problem. Because the information contained on NGB Form 904-1 is of a personal nature, access will be limited to appropriate management officials, the technician concerned, and to individuals whom the technician has given written permission, i.e., EEO Counselor or Association Representative.

(3) An appeal of an oral admonishment may be made through the negotiated grievance procedure. A successful appeal would cause any record of the admonishment to be deleted.

e. Formal Disciplinary Actions. In accordance with TPR 752, formal disciplinary actions consist of written reprimands, suspensions, and changes to lower grade and removals. Even though these actions constitute formal discipline, only suspension, change to lower grade and removal are considered adverse actions since they affect the pay and employment of a technician.

(1) Written Reprimand. A letter of reprimand is issued when oral admonitions have proven ineffective. Before disciplining a technician in this manner, a supervisor will gather available information and discuss it with the technician informing him/her of the reason for the proposed action. After considering the technician's response, the supervisor will advise the technician of his/her decision either that the situation has been resolved or of his/her intention to proceed. If a letter of reprimand is decided upon, it must:

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

(b) Inform the technician that the letter will be filed as a temporary document in his/her Official Personnel Folder (OPF) until a specific date. Retention period may not exceed three years.

(c) Inform the technician that he/she may file a grievance through the negotiated grievance procedures.

(2) An appeal of a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal would cause the reprimand to be withdrawn and any record of the reprimand to be deleted. Once the reprimand is withdrawn from the OPF, it may not be referenced as a previous disciplinary action, nor may it be used to support any later adverse action.

## SECTION 2 - ADVERSE ACTIONS:

### a. Disciplinary Adverse Actions.

(1) Disciplinary adverse actions consist of changes to lower grade, suspension and removal. For procedural guidance, see TPR 752 and the provisions of this article.

(2) Appeals of disciplinary adverse actions will be forwarded to The Adjutant General, Department of Military Affairs, ATTN: WIJS-J1, PO Box 8111, Madison, WI 53708-8111. The Adjutant General is the final appeal authority for adverse actions taken against Excepted or Competitive technicians of the Wisconsin National Guard. There are two types of appeals available to the technician: an Appellate Review or Administrative Hearing. The technician may choose one or the other but not both. The request must be submitted through the DMP/J1 to the Adjutant General within 20 calendar days of receipt of the original decision.

(a) The Appellate Review is accomplished by the Adjutant General. It involves a review by the Adjutant General of all pertinent records including material submitted by the technician with his/her appeal.

(b) In accordance with TPR 752, an Administrative Hearing means that an examiner from another state will gather all available facts through an administrative hearing process and then issue a report of the finding and recommendation to the Adjutant General with a copy sent to the technician.

b. Non-disciplinary Adverse Actions.

(1) Non-disciplinary adverse actions as described in TPR 715 means a personnel action taken as a result of an administrative decision, such as termination, furlough without pay, or the reduction in pay or compensation of a technician.

(2) The parties recognize that this type of adverse action is not taken as a result of a disciplinary action against a technician.

c. The Employer agrees to submit to advisory arbitration any adverse action against an employee, if so requested by the Association. It is further agreed that the Adjutant General would then render his/her final decision upon review of the advisory arbitrator's recommendations. If advisory arbitration is invoked, the Association will pay all costs for fees, per diem, and travel expenses of the arbitrator as well as any costs for stenographic services to include reproduction of transcripts. The parties will select an arbitrator in accordance with the procedures stated in Article 24, Section 2. Alternatively, the Association may elect to submit to an administrative hearing in accordance with TPR 752 as described above. In this case, the Employer agrees to pay all costs for per diem and travel expenses of the hearing examiner as well as any costs for stenographic services to include reproduction of transcripts.

SECTION 3 - DISCIPLINARY ACTION PROCEDURES: For procedures and practices for Adverse Actions please refer to TPR 752 and Supplement 1 of TPR 752. In order to settle appeals to an Adverse Actions as expeditiously as possible it has been agreed that the Adjutant General will issue his/her final decision usually within 15 working days, but not longer than 20 working days, of the appellate review or receipt of the recommendation from the appointed hearing examiner. The timeframe may be extended by mutual consent of the Employer and the Association.

**Adverse action proposal memorandums issued to bargaining unit employees will have the agreed upon language included “An adverse action, if executed, is a permanent entry in your official personnel folder. You have a right to designate a representative to assist you in this process. As a bargaining unit member, you may be represented by Chapter 26 of the Association of Civilian Technicians (ACT) if you so choose. For more information contact your ACT representative or the Labor Relations Specialist at 608-242-3707.”**

SECTION 4 – WEINGARTEN RIGHTS: If a technician believes that a formal discussion with a supervisor may lead to disciplinary or adverse action, the technician has a right to request representation of his/her choice. If a technician requests representation, any investigatory interview will be delayed for a reasonable amount of time until the employee(s) representative can be present.

## ARTICLE 26

### DURATION AND CHANGES

#### SECTION 1 - DURATION:

a. This agreement shall remain in effect for three (3) years from the effective date. The effective date of this agreement shall be the 31st day from the execution of signing by the Association and the Employer, or the date of agency approval, whichever comes first. In the event that any specific items are not approved by the agency, the remainder of the agreement shall go into effect on the date specified and the items not approved by the agency shall later be incorporated as negotiations or appropriate direction dictate. However, such items, even though later implemented, shall be subject to the effective date reached under the provisions of the first sentence of this article.

b. In the event the agency does not approve the agreement within the 30 day approval period, the parties agree to include in the agreement, prior to distribution, the date of the 31st day after the extension of signing so that the members of the bargaining unit and supervisory/managerial personnel will have full knowledge of the effective date of this agreement.

c. However, should the agency approve the agreement within the 30-day approval period, that approval date will also be included in the agreement prior to distribution.

#### SECTION 2 - REOPENING:

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

(1) At the "mid-point" in the agreement (18 months after the effective date), should either party seek to negotiate changes to existing articles or new provisions for this agreement.

(2) At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.

(3) When agreement provisions require amendment due to law, rule or regulation changes that affect the provisions of this agreement.

(4) After the first 12 months of this agreement, bargaining can be opened by either party, without mutual consent for those subjects not discussed or waived during negotiations for this agreement.

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

c. Representatives of the Employer and the Association will meet within 30 calendar days to commence negotiating the proposed amendment or modification, or supplement, unless a

later date is mutually agreed upon. No changes other than those specified in the summary will be considered.

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

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

### SECTION 3 - RE-NEGOTIATION:

a. Negotiations for a new agreement will commence no earlier than 180 calendar days nor later than 90 calendar days prior to the termination of this agreement.

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

IN WITNESS WHEREOF the parties hereto have entered into this Agreement on this September 2014.

FOR THE ASSOCIATION:

LESLIE J. HACKETT  
ACT President  
Chief Negotiator

PETER F. BLAUL  
Alternate Chief Negotiator

JAMES R. TOBIN  
Negotiator

CHARLES W. HAUSMAN  
Negotiator

FOR THE EMPLOYER:

JOHN W. SCHROEDER  
Director of Manpower & Personnel  
Chief Negotiator

DANIEL T. SAILER  
Alternate Chief Negotiator

GALEN D. WHITE  
Negotiator

STEPHEN E. WATKINS  
Negotiator

Approved:

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

Approved by the Department of Defense on : 8 OCT 2014

APPENDIX A

**NOTE: For Bargaining Unit Positions Only.**

