

# 2019



## LABOR/MANAGEMENT AGREEMENT

BETWEEN

THE ADJUTANT GENERAL STATE OF MONTANA

AND

MONTANA AIR CHAPTER 29

ASSOCIATION OF CIVILIAN TECHNICIANS

Effective 7 May 2020

ANG 2019

MEMORANDUM OF AGREEMENT

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**ARTICE I**

**GENERAL PROVISIONS**

**SECTION I – PURPOSE**

**1-1 AGREEMENT:** Pursuant to the policy set forth in Chapter 71 of Title 5 U.S. Code, hereinafter referred to as the “Statute”, the following articles constitute an agreement by and between the Adjutant General (AG), Montana National Guard (MTNG), being a duly authorized representative of the agency (DoD) under the provisions of the Technician Act, hereinafter referred to as the Employer, and Montana Air Chapter 29, Association of Civilian Technicians, hereinafter referred to as the Labor Organization (LO). Reference to employee refers to title 5 and title 32 employees.

**1-2 MUTUAL COVENANTS:** This Agreement identifies the mutual covenants of the parties hereto, which have the intention and purpose to:

- a. Promote and improve the efficient administration of the Montana Air National Guard (MANG) and the wellbeing of its employees within the meaning of the Statute.
- b. Provide for the highest degree of efficiency in the accomplishment of the operation of the MANG.
- c. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the AG.
- d. To provide means for amicable discussion and adjustment to matters of mutual interest.
- e. Promote employee communications and information of personnel policy and procedures.

**1-3 CONTRACT DISTRIBUTION:**

- a. The Employer will post an electronic version of the approved Agreement provisions ten (10) business days after agency approval. HRO will maintain reference copies available for review.

**1-4 LABOR/MANAGEMENT AGREEMENT:** The Employer with LO representation will present awareness training to a forum of both supervisor/management personnel and Labor Representatives.

## SECTION II

### EXCLUSIVE RECOGNITION AND BARGAINING UNIT DETERMINATION

**1-5 BARGAINING UNIT:** It is recognized by the Employer that the LO has been designated and selected by a majority of the employees of the MANG as their representative for purposes of exclusive recognition, and that pursuant to the Statute; the said organization is the exclusive representative of all employees in the bargaining unit.

INCLUDED: All Title 5 and Title 32 employees in bargaining unit positions, both wage grade/leader and general schedule, employed by MANG.

EXCLUDED: All Title 5 and Title 32 managerial and supervisory employees to include those employees involved with Federal personnel work in other than purely clerical capacity.

NOTE: 5 UNITED STATES CODE (5 U.S.C.) § 7112 defines employees excluded from the bargaining unit. In addition changes to the bargaining unit will be through mutual consent or a Federal Labor Relations Authority (FLRA) clarification of unit.

**1-6 AGREEMENT APPLICATION:** This Agreement, to include all articles herein is applicable to all Title 5 and Title 32 employees bargaining unit employees in bargaining unit positions within the MANG.

**1-7 SUPERVISORS LIST:** A list of supervisory positions and names will be provided to the LO as defined in Article 2-3.

## SECTION III

### EMPLOYEE RIGHTS

**1-8 5 U.S.C. § 7102:** Parties to this Agreement recognize that, "each employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right". Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In addition, the employee is not precluded from:

a. Being represented by an attorney or other representative, other than the LO, of the employee's own choosing and expense; or

b. Exercising grievance or appellate rights established by law, rule or regulation; except in the case of grievance or appeal procedures negotiated within this Agreement.

**1-9 EMPLOYEE PARTICIPATION:** The Employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity; that collective employee participation in the formulation and implementation of personnel policies affecting them contribute to the effective conduct of operations and the efficient administration of the MANG; and the wellbeing of its employees requires that orderly and constructive relationships be maintained.

## SECTION IV

### MANAGEMENT RIGHTS

**1-10 5 U.S.C. § 7106:** Agency Management Officials retain these rights:

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

b. To hire, assign, direct, layoff and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

c. To assign work, to make determination with respect to contracting out, and to determine the personnel by which the Employer operations shall be conducted.

NOTE: Whenever language in this Agreement refers to specific duties and responsibilities of specific employees or management officials, it is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function.

d. With respect to filling positions, to make selection for appointments from:

(1) Properly ranked and certified candidates for promotion; or

(2) Any other appropriate source.

e. To take whatever actions may be necessary to carry out the agency mission during emergencies.

**1-11 CONTRACT NEGOTIATIONS:** Nothing in this Agreement shall impose upon the Employer the obligation to negotiate with the LO on matters with respect to the mission of the Employer; its budget; its organization; the number of employees; and internal security practices of the agency.

**1-12 NEGOTIATED PROCEDURES:** Nothing in this Agreement shall preclude the parties from negotiating procedures, which the Employer will observe in exercising any authority in carrying out the above rights. Nothing in this Agreement shall preclude negotiating arrangements for employees adversely affected by the exercise of any authority of the above rights by the Employer.

## SECTION V

### LABOR ORGANIZATION RIGHTS AND DUTIES

**1-13 EXCLUSIVE REPRESENTATIVE:** The LO is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering, all employees in the bargaining unit. The LO is responsible for representing the interests of all employees in the bargaining unit it represents without discrimination and without regard to LO membership.

**1-14 REPRESENTATIVE'S RIGHTS:**

a. An exclusive representative of the LO shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency concerning any grievance or any personnel policies or practices, or other general conditions of employment.

b. An exclusive representative of the LO shall be given the opportunity to be present at any

examination of a bargaining unit employee by a representative of the Employer in connection with an investigation that may result in discipline.

c. The Employer representative must advise the employee of the right to representation prior to any examination that may result in disciplinary action.

d. A bargaining unit employee may request LO representation, at any time, if the employee reasonably believes that the examination may result in disciplinary action against the employee.

**1-15 RIGHTS TO REPRESENTATION:** An employee is not precluded from:

a. Being represented by an attorney or other representative, other than the LO, of the employee's own choosing; or

b. Exercising grievance or appellate rights established by law, rule or regulation; except in the case of grievance or appeal procedures negotiated within this Agreement.

**1-16 EMPLOYEE RIGHTS:** The LO will not interfere with, restrain, or coerce any employee in the exercise of their rights under law. The LO will not coerce, discipline, fine, or attempt to coerce a member of the LO 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. The LO will not discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of any protected class as defined by law.

Note: The Employer recognizes that all bargaining unit employees have a right to be treated fairly in regard to their employment with the MANG. Such employment matters that require fair treatment would include, but are not limited to: Merit Promotion, Job Assignments, Deployments/TDYs, Training Opportunities Work Center Environment, Attendance at Conference

**1-17 CONTRACT ENFORCEMENT:** The LO recognizes the joint responsibility with the Employer for the administration and enforcement of this Agreement.

**1-18 INTERNAL LABOR ORGANIZATION BUSINESS:** It is agreed that internal LO business such as soliciting membership, electing officers, meetings, posting and distributing literature will be conducted during non-duty hours of the employees involved.

## **ARTICLE 2**

### **PERTINENT INFORMATION AND DIRECTIVES**

#### **APPLICABLE TO THE EMPLOYER AND THE LABOR ORGANIZATION**

**2-1 EMPLOYER INFORMATION:** Upon receipt, the Employer agrees to make available to the LO, all pertinent Employee Personnel Regulations, additional policies and directives.

**2-2 EMPLOYEE MANPOWER DOCUMENT:** The Employer agrees to furnish, within ten (10) business days upon request, to the LO a copy of the current releasable MANG EMPLOYEE Manpower Document. The release of this document is subject to internal security requirements and will be redacted of any military strength data and personal identifiable information prior to release and upon release the LO will comply with any internal security requirements related to access and control of the document.

**2-3 BARGAINING UNIT STATUS ROSTER:** The Employer agrees to supply the LO with a BARGAINING UNIT STATUS ROSTER using current data available on the Defense Civilian Personnel Data System (DCPDS) upon request.

## ARTICLE 3

### LABOR ORGANIZATION SHOP STEWARDS

**3-1 SHOP STEWARDS:** Shop stewards are representatives designated by the LO. The supervisor of the section concerned will consult with the steward designated for their area on any matter, which will affect the conditions of employment of the employees within their section prior to any notification of the employees concerned. It is understood that the steward may speak for the employees of the section, but will not make decisions on contractual intent.

**3-2 CHIEF STEWARD:** Pursuant to this Agreement, the LO will designate a chief steward.

**3-3 NUMBER OF STEWARDS:** Stewards will be designated by the LO. The LO may designate a temporary steward in the event four (4) or more bargaining unit members are sent temporary duty (TDY). This steward will be selected from the members going TDY.

**ARTICLE 4**

**LABOR ORGANIZATION BUSINESS OFFICE**

**4.1** **OFFICE**: The Employer will provide the LO with an adequate space that is generally available for non-agency business by employees representing non-Federal organizations.

## ARTICLE 5

### PAYROLL DEDUCTION

**5-1     WITHHOLDING FORM:** The standard form (SF) 1187 for dues deduction will be supplied by the LO and will be used as the authorization of payroll deduction for dues.

**5-2     PROCESSING:** The completed SF 1187 will be given by the LO to the Finance Office.

a. The SF 1187 will be completed and certified as to the amount of withholding, that the member has been advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the SF 1187 and initialed by the individual.

b. The SF 1187 may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the SF 1187 to the Finance Office. Adjustments to dues allotments will occur within two (2) pay periods from the date the member's rate of base pay changes.

c. An allotment shall be immediately terminated by submission of an SF 1188 for the next full pay period when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the LO; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the LO.

(1) When an employee is temporarily promoted or detailed to a position outside of the bargaining unit, management agrees to notify the individual of the employee's responsibility for submitting a new SF 1187 in order for the employee to have dues withholding reinstated upon return to the bargaining unit.

(2) The LO agrees to provide the HRO with SF 1187's to be used for this purpose.

(3) It is the individual's responsibility to maintain dues allotment, if the employee so desires, in order to protect union associated insurance or other union benefits.

d. Any dues revocation not covered by this Agreement will be accomplished only with authorization of LO executive officers. Documentation will be provided to Finance prior to processing.

**5-3     DUES LIST:** A listing in two (2) copies will be provided to the LO by DFAS, of those persons from whom a payroll deduction was made. The listing will contain the name of the employees within the bargaining unit having current dues withholding allotments on file, the amount withheld from each member's pay, and a statement showing the total amount withheld.

**5-4     DUES REVOCATION:** The Employer agrees to provide the LO with the SF 1188 for use in revoking dues allotments. These forms will also be available in the HRO to those individuals wishing to revoke their dues withholding. Procedures to revoke dues allotment will be maintained electronically by HRO.

a. The individual will submit the completed SF 1188 to the Finance Office

b. Finance shall date and initial all copies of the SF 1188 upon receipt from individual. The second copy of the SF 1188 shall be forwarded by Finance to the LO within three (3) working days after receipt of the signed SF 1188 from the employee.

c. The first day of September shall be the annual dues revocation date established by this Agreement. The Finance Office must receive SF 1188's not later than 15 August. Dues revocation shall not become effective until the first full pay period in September, unless meeting the conditions of 5-2c.

d. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. The SF 1188 must be submitted to the Finance Office not later than the last workday in the month preceding the employee's anniversary date. Effective date of revocation will be the first full pay period after the anniversary date. After the first anniversary date, revocation may only be made IAW paragraph 5-4c above.

**ARTICLE 6**

**TAXPAYER FUNDED UNION TIME (TFUT)**

**6-1 REQUESTING AND USE:** With prior supervisory approval, union representatives may request and be granted reasonable amounts of taxpayer-funded union time IAW 5 U.S.C. §7131(a), (c), and (d) and applicable laws.

**6-2 CIVILIAN ATTIRE:**

a. LO representatives performing representational functions, on official duty, are not required to wear the military uniform.

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

- (1) Processing a grievance at any step of the negotiated grievance procedure.
- (2) Appearing as a grievant or witness in any third-party proceeding.

## **ARTICLE 7**

### **WAGE-BOARD COMMITTEE REPRESENTATION**

**7-1 LABOR ORGANIZATION PARTICIPATION:** Representatives of the LO, if requested by the Local Wage Survey Committee, will participate in AWS wage surveys. Time required to perform required duties will be in a duty status. Civilian grade will be used on all correspondence and TDY orders and civilian attire is authorized.

## ARTICLE 8

### NEW EMPLOYEE ORIENTATION PROCEDURES

**8-1 PROCEDURE:** The Employer will establish procedures to assure that a new employee will be briefed on all aspects of employment within two (2) pay periods after the effective date of employment.

**8-2 NEW EMPLOYEE ORIENTATION GUIDE:**

a. A copy of the Orientation Guide used in new employee briefing will be provided to the LO.

b. If the Employer determines to offer New Employee Orientation training, the Employer will determine the length, contents, agenda and delivery method of the orientation information. The Union will be provided adequate notice and the opportunity to be present during new employee orientation sessions conducted by the Employer and to present mutually agreed upon information to perspective Bargaining Unit Employees.

**8-3 NEW EMPLOYEE NOTIFICATION:** The Labor Organization Disclosure Form will be provided to the LO within three (3) business days of a new employee briefing.

## **ARTICLE 9**

### **WORK REQUIREMENTS**

**9-1 HOME STATION/TDY:** Employees are responsible for responding to TDY's in the same manner as to duties at their permanent duty station. The Employer will exercise its obligation to establish a safe and healthful work environment. The Employer will also use due diligence to ensure adequate manpower is available at both Home station and TDY to the best of their ability.

## ARTICLE 10

### BASIC WORKWEEK - HOURS OF WORK

**10-1 ADMINISTRATIVE WORKWEEK:** The administrative workweek is established as Sunday through Saturday with Sunday as the first day.

**10-2 BASIC WORKWEEK:** The basic workweek is established as the first forty (40) hours worked during the administrative workweek by each employee. The intent of the basic workweek is to prevent split scheduling. Assigned work shift may not reflect the basic work week.

**10-3 SHIFTS:**

a. Standard shifts are established as being ten and one half-hours (10 ½), nine and one half (9 ½) hours or Eight and one half (8 ½) hours with one half (½) hour scheduled for a lunch break. The ½ hour of continuous duty free lunchtime will normally be scheduled between 0930 and 1400. Employees normally will be allowed their 30-minute lunch break midpoint in the shift. If employees are not allowed a one half-hour lunch break because of mission requirements, they will be released one half hour prior to the end of the scheduled shift, or provided compensatory time. One (1) fifteen (15) minute break period is authorized for each four (4) hour period of continuous duty.

b. The appropriate supervisor or manager will work with the LO and the employees to schedule their respective work areas on any of the agreed to shifts or an alternate work schedule necessary to meet mission requirements. The mission requirements will dictate the needed shifts to insure the mission is accomplished. Any such change to work schedule must be I & I'd IAW ARTICLE 21 of this Agreement.

c. Special shifts may be temporarily established for personal and/or family issues (i.e., school, single parents, and sickness). Special consideration will be given for these types of issues. Supervisor and the employee will work together for a suitable shift, to encompass at least one full pay period.

**10-4 SHIFT CHANGE NOTIFICATION:** Changes to work schedules will be documented and communicated to affected employees no less than seven (7) calendar days in advance. Shift differential, if authorized for original shift, will be paid if seven (7) calendar days' notice is not provided. A situation which imposes immediate and unforeseen work requirements as a result of natural phenomena or mission related circumstances beyond the Employer's reasonable control or ability to anticipate and is IAW 5 C.F.R. 610.121 is excluded from the seven (7) calendar day notice requirement.

**10-5 STANDBY:** No standby at home or TDY in a non-pay status will be required of any employee.

**10-6 PREMIUM PAY:** All shift, holiday and Sunday premium pay will be paid as authorized by law, rule or regulation.

## **ARTICLE 11**

### **POSITION DESCRIPTION**

**11-1 POSITION DESCRIPTION (PD):** PD's will be an accurate listing of the major duties that are required by the Employer to be performed by the affected employee(s). When a new or revised PD is implemented, the affected employee(s) will receive a copy. Current PDs will be maintained in their Employee Folder.

**11-2 OTHER DUTIES AS ASSIGNED:** The term "other duties as assigned" as part of the PD is defined to mean reasonably related duties to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude management from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the PD should be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices or any relevant law, rule, regulation or this Agreement.

**11-3 ADDITIONAL DUTIES AND DETAILS:** There are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be distributed among the remaining work force within the area of concern. The Employer agrees to fill, when possible, bargaining unit vacancies that impact bargaining unit members with additional duties and/or details.

## ARTICLE 12

### DETAILING OF EMPLOYEES

#### **12-1 DEFINITION:**

a. A detail is an official personnel action temporarily assigning an employee to a different established or pending position for a specified period of time, with the employee returning to their regular assignment at the conclusion of the detail.

b. Details are intended to meet temporary workload situations, absences of employees, pending authorization and classification of new positions or other types of manpower needs that cannot be met by normal personnel placement actions.

**12-2 PROCEDURE:** Management realizes and acknowledges that detailing of employees out of their assigned positions must be done in a judicious manner. Therefore the following procedures are agreed to:

a. Qualified volunteers for the detail will be sought and accepted before non- volunteers are assigned.

b. When an inadequate number of qualified employees volunteer for a detail, the Employer agrees to rotate the assignment among the qualified individuals in the area of concern.

c. To the extent possible the Employer agrees to fill all employee position vacancies that may impact on bargaining unit members rather than use details.

d. There may be isolated instances when management cannot apply these procedures. In those instances, management agrees to explain the circumstances to the affected employees.

e. Performance plans and appraisals for detailed employees will be accomplished IAW applicable laws, rules, and regulations.

**12-3 RECORDING OF DETAILS:** Official details will be recorded on an SF 52 at the time the action occurs.

**12-4 TEMPORARY PROMOTION:** When the Employer requires the duties of a higher grade position or one with known promotion potential to be performed, the employee will be temporarily promoted rather than detailed. Full consideration will be given to rotate temporary promotions among qualified personnel. An SF 52 will be submitted and approved no later than the first working day of the temporary promotion. If the promotion is to last for a period of more than one hundred and twenty (120) days the merit promotion article procedures will apply.

**12-5 JOB ENHANCEMENT:** Management recognizes that assignments to higher graded positions, duties, and/or training may ultimately lead to new or better job opportunities. Merit promotion procedures will apply to all the following situations:

a. Appointment as permanent understudy.

b. Detail of employees for which no position is available but it can be anticipated that a full-time position will be forthcoming.

## ARTICLE 13

### PERFORMANCE APPRAISAL SYSTEM

**13-1 INTRODUCTION:** The Employer and the LO recognize the vital nature of the performance evaluation process to the entire bargaining unit work force. The effectiveness of the performance evaluation system is a combined responsibility of each employee and his or her supervisor. Therefore, performance plans shall be objective and uniformly applied and shall be reasonably related to the duties set forth in the PD. This article is the sole criteria for the Performance Management System for bargaining unit personnel. Where the article does not address specific provisions, 5 CFR 430, Performance Management, will be used. The Employer is mandated by NGB to use MyPerformance, which is comprised of a three tier rating level. The three levels are defined at Enclosure B, pg. B-1, CNGBI 1400.25, Vol 431. This article applies to all tenure 1, 2, and 3, but not tenure 0 personnel.

#### **13-2 APPRAISAL PERIOD:**

a. The normal employee appraisal period is 1 April to 31 March. Probationary employees will receive an appraisal after completing 12 months of federal service. Out of cycle appraisal will be completed IAW applicable laws, rules, and regulations.

b. Employees will be given a performance appraisal within 60 days of the end of the rating period.

c. An appraisal rating can only be given if there has been a minimum of 90 calendar days of supervision.

d. Employees will receive an informational appraisal under their old performance plan when transferring jobs or a change in supervision provided a minimum of 90 calendar days has elapsed since the previous appraisal and there is more than 90 calendar days left in their rating period. The performance plan will then be transferred to the new supervisor who may modify the critical elements and will complete the appraisal at the end of the performance cycle.

e. An out of cycle performance appraisal will be rendered when there is a change in the immediate supervisor, provided that there are less than 90 days remaining within the appraisal period, and the employee has 90 calendar days supervision under the current supervisor.

f. When a major change (a change in any critical element) to the performance plan occurs within 90 calendar days before the performance period end- date, the rating period shall be extended to accommodate the 90-day requirement. Supervisors have the option to wait until the next rating cycle to add the critical element.

#### **13-3 RESPONSIBILITIES:**

a. Supervisors: Will meet with each employee within thirty (30) calendar days of appointment to establish a performance plan and elements. The performance plan will be developed from the official PD for the position in question and will be based on normal organizational requirements pertinent to the incumbent's normal employee duties and responsibilities. Performance plans shall be objectively and uniformly applied and shall be reasonably related to the duties set forth in the PD. The employee will have the opportunity to provide input to the development of the performance plan and critical elements.

(1) The supervisor retains the right to establish the actual performance plan for the position and will ensure the standards include specific, measurable, achievable, relevant, and timely (SMART)

criteria, written in narrative format. A minimum of two critical elements will be included and written at the fully successful level.

(2) The supervisor will, as a minimum meet semi-annually (quarterly reviews are encouraged) with each bargaining unit employee to provide progress reviews. The purpose of the meetings is to exchange information concerning the performance of the employee as compared to the established performance plan since the time of the preceding review meeting. At each progress review meeting, the employee and supervisor can provide input into the MyPerformance module, which the employee has demonstrated in each element since the previous progress review meeting. Additional questions that may arise relating to the performance appraisal system may be raised by the employee at any time. All progress review sessions will be recorded in the employee's MyPerformance Tool, which provides an opportunity for the employee and supervisor to annotate input. The employee and supervisor will initial or electronically sign/acknowledge where applicable to indicate that he is aware the in-progress review has been conducted.

(3) An employee who has been placed in a light duty status in excess of 30 calendar days will have a performance plan developed for these duties and documented on the Employee brief. A change in critical element(s) will only be initiated when the employee has been assigned these duties for 90 calendar days.

(4) The evaluation of an employee's performance of assigned duties is paramount in the evaluation process. Items of a disciplinary nature that do not relate to the employee's performance plan will not be addressed or be utilized as part of that measurement. Disciplinary issues will be handled IAW Article 19. Only individual performance during the current rating period under consideration will be evaluated by an employee's supervisor.

b. Employees: Will participate in and provide input in the development of performance plans and critical elements for their position.

(1) Will advise their supervisor when there is a need to revise the performance plan and critical elements at any time during the appraisal period.

(2) May request to meet with their supervisor during the rating period to review their performance as compared to the established plan.

#### **13-4 PROCEDURE:**

a. The employee has continual access to their current Performance Plan via the MyPerformance Tool.

b. The appraisal will be rendered no later 60 calendar days after the appraisal ending date.

c. At the conclusion of the appraisal, it will be dated and signed by the supervisor, the employee and the Higher Level Reviewer (HLR) using MyPerformance Tool.

(1) At a minimum, two (2) Critical Elements will be included and-written at the fully successful level-on the appraisal.

(2) Employees may be eligible for Performance Awards, IAW applicable laws, rules, and regulations.

d. The Employer and LO will examine data which demonstrates the effectiveness of the

performance awards program. This information will include an analysis of time off awards that the Employer has presented to all employees of the MANG.

e. Any critical Element rated Unsatisfactory will require prior documentation to justify the rating. Unsatisfactory performance for any critical element requires a Performance Improvement Plan (PIP) and denial of a within grade increase. It may be the basis for removal, reassignment or reduction in grade level of the employee.

f. Periods during which an employee is in a non-pay status (leave without pay, absence-without leave, etc.) may not be applied toward the 90 calendar day minimum.

### **13-5 APPEALS:**

a. Employee's not agreeing with their performance appraisal may appeal their performance evaluation using the review and appeal process outlined in CNGBI 1400.25, Vol 431, enclosure F. The employee has the right to grieve at any time the content of a performance standard:

- (1) Failing to incorporate law, rule or regulation.
- (2) Not corresponding to the PD.
- (3) Not accurately reflecting the actual duties performed.

b. Title 5 employees. Reassigning, demoting, or removing an employee for unacceptable performance, and notice period procedures will be IAW 5 CFR Part 432. A final demotion or removal procedure must properly inform the employee of the right to appeal to the Merit Systems Protection Board.

**13-6 APPRAISAL OF UNION OFFICIALS:** The time spent away from the assigned job by union representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. Rather, the performance appraisal should be based only on the performance of their officially assigned work.

**13-7 PERFORMANCE IMPROVEMENT PLAN (PIP):** The supervisor will implement a PIP when it becomes apparent that the employee is performing their duties in an "Unacceptable" manner in one (1) or more critical elements of their Performance Plan. The supervisor should not wait until the end of the appraisal period to make the determination that the employee's performance is Unacceptable.

a. The supervisor is responsible to provide an opportunity for the employee to improve the substandard performance by establishing a PIP. The PIP serves to notify an employee of the need to improve performance, identify specific performance deficiencies, and identify ways to improve performance.

b. The supervisor will develop a PIP for unacceptable performance that addresses specific deficiencies of the employee. The PIP will outline the methods, if appropriate, and the subject area element needing improvement. Employees will be assisted in improving areas of unacceptable performance by proactive counseling, increased supervisory assistance, additional training, etc. The PIP will normally not exceed thirty (30) working days.

c. The employee and representative (if the employee has requested representation) will be advised of any action resulting in a reassignment, reduction in grade or removal from employment. Before initiating a reduction in grade or removing an employee for unacceptable performance, consideration may be given to reassignment to another position for which the employee is qualified.

d. When the PIP is initiated, consideration should also be given to advising the employee of the Employee Assistance Program.

e. No action based on Unacceptable performance may be taken until critical job elements and (PIP) have been identified in writing, the employee has been given a copy of the PIP, and the employee has been given an opportunity to improve their performance.

f. Upon the completion of the PIP, the appropriate supervisor shall inform the employee of either sufficient improvement or failure to improve to the Fully Successful level. Should a determination be made to reduce in grade or remove from employment following the PIP, an employee is entitled to:

(1) A minimum thirty (30) calendar day advance written notice of the action to be taken (reduction in grade or removal), which identifies the critical job element(s) and documented instances of unacceptable performance on which the action is based. This is not a proposed notice, but is to be considered as the final notice of action to be taken because the employee would have previously been given adequate assistance and time to improve performance.

(2) If an employee submits a request to their supervisor to change an unacceptable performance appraisal, the supervisor will carefully review this information and advise the employee in writing whether the Unacceptable performance appraisal was sustained or will be changed.

**13-8 PROBATIONARY PERIODS:** Typically, the first year of employment constitutes the probationary period. New employees are to be carefully observed and counseled during the probationary period. During this period, supervisors should provide specific training and assistance to improve the employee's work performance if needed. For retention beyond the probationary period, the employee's work performance must be at the Fully Successful level or higher.

a. If retention is not recommended, supporting documentation will be forwarded to the HRO, who will then advise the supervisors and managers on taking the appropriate action to remove the employee from Federal Service. To the extent possible, an employee will receive thirty (30) calendar days' notice (informal) prior to termination.

b. An employee serving a probationary period will be given an official performance appraisal after completing the required twelve (12) months of Federal service. Following the initial appraisal, subsequent appraisals will be given in accordance with the established appraisal system.

c. Periods of temporary service may preclude the requirement for a formal probationary period provided it is served in the same occupational series IAW 5 CFR 315.802.

## ARTICLE 14

### EMPLOYEE TEMPORARY DUTY (TDY)

**14-1 GENERAL:** TDY is work performed at/or travel to a temporary duty station. Each shop/work area, in conjunction with a steward, will develop a written policy on how employees will be selected, both voluntary and non-voluntary for a TDY.

**14-2 TDY:** When requested, a TDY will be Impact and Implementation bargained (I & I) IAW Article 21 as soon as information on the assignment is available. Management will determine the official necessity and what qualifications are required based on the mission requirements of a particular TDY assignment. Selection of employee(s) will be based upon official necessity and qualifications of the individual to best perform the mission. Information on the TDY will be provided on a continuing basis to the affected employees as it becomes available. Trip policies will be used to the maximum extent possible.

**14-3 STEWARD:** The LO will be informed of the TDY requirements and kept updated. The LO may designate a temporary steward in the event four (4) or more bargaining unit members are sent temporary duty (TDY). This steward will be selected from the members going TDY.

**14-4 LEAVE STATUS FOR MILITARY TDY:** Appropriate leave categories available for performing military duty are military, annual, comp, LWOP, or award.

a. Employees scheduled to work, during an absence for military duty, a shift qualifying for premium or differential pay will remain on that shift. Work schedules will not be adjusted for the purpose of avoiding premium or differential entitlements.

b. Leave will not be charged for non-workdays. Work schedules will not be adjusted to avoid charging leave.

**14-5 WORK SCHEDULES:** A proposed work schedule and schedule of events for the TDY will be posted a minimum of seven (7) calendar days in advance, if the information is available. Employee work schedules should reflect known work requirements of the TDY.

**14-6 COMPENSATORY TIME:** Time spent traveling/working during the hours of a scheduled duty day is considered hours worked. Comp time is earned for time spent traveling/working outside the hours of a scheduled duty day. Compensatory time is granted when one or more of the criteria in CFR 551.422 are met.

a. When management is unable to schedule or control the administration of work, any employee required to work, "standby", or travel on other than normal duty hours will earn hour for hour comp time IAW applicable regulations.

b. When practical, travel will normally be arranged within the employees scheduled hours of work.

## ARTICLE 15

### ENVIRONMENTAL DIFFERENTIAL/HAZARDOUS DUTY PAY COMMITTEE

**15-1 EDP/HDP REQUESTS:** Requests will be processed IAW applicable laws, rules, and regulations.

**15-2 EDP/HDP COMMITTEE MEETINGS:** The LO President or designee will be notified of all meetings and their presence is required.

**15-3 EDP/HDP IN EFFECT:** All situations presently paid will remain in effect until determined by the Human Resource Officer, based on recommendation from the EDP/HDP Committee and negotiated with the LO that the hazard has been practically eliminated. HRO will provide a current listing of the approved categories. All approved EDP/HDP packages will be published in the next contract, during the next contract review.

**ARTICLE 16**

**HEALTH, SAFETY, AND WELFARE**

**16-1 GENERAL:** It is acknowledged that certain tasks performed involve a degree of hazard. To the extent feasible and practical, the Employer agrees that employees should not be required to perform duties of a hazardous nature until after the necessary briefings, instructions, training, or schooling have been completed and all available safety precautions and devices have been incorporated.

**16-2 MANG OCCUPATIONAL SAFETY AND HEALTH (OSH) COUNCIL:** The MANG Air Force Occupational Safety and Health (AFOSH) Council has been established to provide a forum for discussion of OSH problems and to make recommendations to the Commander on OSH related matters.

a. The Council meets quarterly IAW applicable laws, rules, and regulations to discuss OSH problems and to resolve Hazard Reports, AF Form 457, that are not resolved at a lower level.

b. The LO will be notified of the Council agenda items that deal with employee orientated OSH matters or LO submitted Hazard Reports.

c. LO Representatives may be present during discussions of employee orientated or LO submitted Hazard Reports.

**16-3 WORKER'S COMPENSATION:** Employees shall immediately report job related injuries or illness to their supervisor. Initiating and processing of worker's compensation claims will be coordinated with the HRO. The supervisor, with the employee, shall insure proper procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it shall be Management's responsibility to initiate required procedures as soon as they are aware an incident has occurred. Local processing of worker's compensation claims will be coordinated with the HRO. In all situations involving federal worker's compensation, the HRO is available to assist the employee and if necessary ensures all required procedures are accomplished.

**16-4 EXTREME COLD:** It is the responsibility of each employee to insure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. Authorized foul/cold weather protective gear will be furnished by the Employer at no cost to the employees.

a. There are certain cold factors beyond which employees are incapable of performing sustained work. Therefore (IAW applicable laws, rules, and regulations) the following wind chill factor table indicating the duration of outside work that may be performed without rotation to inside work for a warm-up period is hereby agreed to.

WIND CHILL TEMP(F)	MAX EXPOSURE TIME	WARMING TIME
-50 <sup>o</sup> and under	:10	:30
-49 <sup>o</sup> to -40 <sup>o</sup>	:15	:30
-39 <sup>o</sup> to -21 <sup>o</sup>	:30	:30
-20 <sup>o</sup> to 0 <sup>o</sup>	:60	:20

b. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied along with the above indicated maximum exposure time.

c. All outside activities will be governed in accordance with the chart contained in this article. The Employer agrees that all flying activities will cease at  $-40^{\circ}$  F chill factor. This will not include emergency related mission requirements or aircraft cross country arrivals or departures.

d. The official temperature and wind velocity will be obtained by the Ops Duty Desk (or the MOCC when the Duty Desk is not manned).

**16-5 TDY SAFETY:** When employees are TDY to repair aircraft or equipment, full consideration will be given by the Employer to the method, the means, and the appropriate number of personnel by which such repair should be accomplished, to insure both expeditious job accomplishment and safety of personnel.

**16-6 SAFETY GLASSES AND PROTECTIVE CLOTHING:**

a. The Employer will furnish safety eye glasses to employees at no cost, to include prescription lenses, upon receipt of a request and justification and upon approval of the Wing Safety Office. The employee will furnish a current eyeglass prescription IAW applicable laws, rules, and regulations. All issued safety glasses broken on the job will be replaced at no cost to the employee. The individual may select either plain or tinted lenses.

b. All protective clothing and equipment required to perform assigned duties in a safe manner will be provided by the Employer if authorized by applicable regulations.

**16-7 HAZARDOUS MATERIAL COMMUNICATION TRAINING PROGRAM:**

a. Hazardous material information and training will be made available IAW current directives.

b. All personnel will receive the training required by the directives and standard detailing the hazards associated with chemicals used in their respective shops. Employees who handle, use, or are potentially exposed to hazardous materials in the course of official duties, will receive training on the specific hazards in their work area. This training will be conducted IAW applicable directives upon initial work area assignment or whenever a new hazard is identified or introduced into a work area.

c. All training will be documented either on AF Form 55 or other electronic means.

d. Safety Data Sheets (SDS) will be available to all supervisors, All employees exposed to any chemical hazard, and/or the employee representative. The MSDS will be on file in a known location and accessible to all the above individuals.

**16-8 SAFETY SURVEY:** The LO representative shall be afforded the opportunity to attend any safety survey. Results of all surveys will be provided to the LO.

**16-9 HAZARD REPORTING:**

a. A hazard may be reported by any person and may be submitted on any event or condition that affects safety.

b. Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:

- (1) Ground operation and maintenance of aircraft.

- (2) Ground operation and maintenance of vehicles.
- (3) Operation and maintenance of facilities.
- (4) Training and education programs.
- (5) Work environment.

c. Hazards should be reported to the responsible supervisor so action can be taken. Oral reports for imminent danger situations are mandatory. In such situations the Safety Office will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, an AF Form 457, Hazard Report, will be prepared and given to the Wing Safety Office. Hazard Reports may be submitted anonymously, directly to the Safety Office.

d. The Safety Office will review and evaluate the report IAW applicable laws, rules, and regulations.

e. If, after review and processing of the report by the Safety Office, the originator is not satisfied, the employee may appeal IAW applicable laws, rules, and regulations.

NOTE: Applicable Safety Regulations are on file in the Wing Safety Office and are available to all employees.

f. Imminent Danger means: Any condition or practice in the work place, which could reasonably be expected to cause death or serious physical harm.

(1) In the case of imminent danger situations, employees shall make reports by the most expeditious means available.

(2) The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent danger, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. In these instances, the employee must report the situation to their supervisor or the next immediately available higher level supervisor.

(3) If the supervisor believes the condition or corrected condition does pose imminent danger, then management shall request an inspection by the Safety Office as well as contact the LO, who shall be afforded the opportunity to be present at the time the inspection is made.

(4) Should the Safety Office decide the condition does not pose imminent danger and the supervisor gives the instruction to return to work, with or without attempted corrective action, the employee must choose between:

- (a) Setting aside his or her concerns and perform the work or;
- (b) Disobey the order and risk disciplinary action, for example, "insubordination".

## ARTICLE 17

### LEAVE

**17-1 GENERAL:** No changes will be made by the Employer to any provisions of applicable regulations or policies which affect employees in the bargaining unit without first I & I bargaining with the LO. Leave requests will be accomplished by electronic or hard-copy OPM 71.

#### **17-2 ANNUAL LEAVE:**

a. Annual leave will be administered IAW applicable regulations.

b. Each employee will be allowed to schedule/use annual leave in the amount that will normally accrue during the current leave year. The Employer will make every reasonable effort to honor the leave requests for the employees. The Employer shall grant an employee's leave request unless work is assigned to the employee during that period and determines that the number of other employees qualified and available to perform that work is insufficient to accomplish the work. In situations where there are more employees, requesting leave for a particular period that can be approved due to mission requirements, the employee(s) with the greatest amount of seniority, (seniority is the date of permanent appointment to a position within the MANG), among those determined to be qualified to perform the work requirements, will be given preference. Prior to rescinding an approved leave request the Employer will justify in writing, to the effected employee, the reason for this action.

c. Unscheduled annual leave. The employee will contact the supervisor before the start of the shift. The Employer agrees to grant the request for unscheduled annual leave, if possible, after consideration of mission accomplishment. In situations where the employee finds it impossible to contact the supervisor, a two (2) hour grace period is in effect whereby no disciplinary action may be considered unless circumstances warrant. Notification that does not meet the two- hour criteria will be dealt with on a case-by-case basis. The supervisor may request documentation to substantiate the circumstances.

d. Annual leave will normally be charged to an employee's account in one (1) hour increments unless half hour increments are requested by the employee.

Note: Brief absence from duty of less than one hour and tardiness may be excused when the reasons are justifiable to the supervisor; otherwise, the absence will be charged to the appropriate leave account.

e. A maximum of 240 hours of accumulated leave may be carried forward to the new leave year without forfeiture. Individual requests for carryover of annual leave in excess of 240 hours will be accomplished IAW applicable laws, rules, and regulations. Employee's requests for carryover of annual leave will be forwarded by the supervisor to the HRO 30 days prior to the end of the current leave year.

f. Employees who are dissatisfied with the administration of their leave may have the matter resolved under the grievance procedure established in this Agreement.

#### **17-3 SICK LEAVE:**

a. 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 supervisor to ascertain whether absences are properly chargeable to sick leave. Medical certificates may be required under the following conditions:

(1) For absence in excess of three (3) workdays or for a lesser period when the Employer determines it is necessary.

(2) For absences for short periods at frequent intervals whenever there is reason to believe that the sick leave privilege is being abused. Although management has the right to require the furnishing of a medical certificate without any preconditions, management may choose to both counsel and advise employees in writing prior to imposing this requirement.

b. Sick leave is authorized upon request, consistent with DMAMT (AFR)40- 630/(AR)690-990-2(AFR) 40-630/(AR) 690-990-2 and 5 CFR 630 for all medical, dental, and optical appointments including reasonable travel time as necessary for both local and non-local appointments.

c. Employees who may be required to provide care for an immediate family member may do so under the provisions of the Family and Medical Leave Act (FMLA) of 1993 and 5 CFR 630.

**17-4 COMPENSATORY (Comp) TIME:** Time spent traveling/working outside scheduled duty hours is "compensable". Comp time is granted when one or more of the criteria in CFR 551.422 are met.

a. Comp time will be earned by employees on an hour for hour basis.

b. In the event an employee is called back, a minimum of two hours comp time will be considered standard. The employee is encouraged to document or explain circumstances, which would justify a greater amount of comp time.

c. The administration of any necessary overtime work is solely a function of the Employer. Factors which will be considered include: the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of employees required. Management may also consider qualifications of employees in the functional areas where the overtime work is required, employees who are currently assigned a particular job, and outside activities of the employee. Employees will be selected for overtime work on a fair basis consistent with job and skill requirements.

d. Employees retiring or resigning must use accrued comp time prior to termination. Lump sum payment for unused comp time is not authorized.

e. Comp time will be administered between the supervisor and the individual concerned. Such time will be requested in the same manner as annual leave. Comp time should be taken within twenty-six (26) pay periods from the pay period in which it was earned. At the end of the twenty-sixth (26th) pay period, comp time will be forfeited. There is no provision for the reinstatement of comp time not used by the end of the twenty-sixth (26th) pay period from the pay period in which it is earned.

f. If a Title 5 employee fails to take earned comp time within 26 pay periods or transfers to another agency or separates from federal service before the expiration of the 26 pay periods limit, the employee will receive payment for the unused comp time off effective at the OT rate in effect when in earned.

**17-5 MILITARY LEAVE:** 120 hours of Military Leave is granted each fiscal year for use while performing military duty/training. The Employer agrees that no employee may be required to use military leave, prior to use of other appropriate leave. Employees are provided the option of using other available leave first or commingling types of leave. It is recognized that the employee may carry-over up to 120 hours of unused military leave from one fiscal year to the next. Employees have the potential of a maximum total of 240 hours of military leave for use during a fiscal year.

**17-6 LEAVE WITHOUT PAY (LWOP) Personal:** LWOP is an approved absence without pay upon the employee's request. The Employer agrees to consider LWOP upon the request of the employee for situations such as;

- a. Job related training/education, which would be of benefit to the agency.
- b. Recovery from illness and/or disability.
- c. Personal/family emergencies.

**17-7 EXCUSED ABSENCES:** Absences from work not charged to an employee's leave account are defined by TPR 630, DMAMT 690-990-2 and current TAG Policy Letter for excused absences. The following are examples of approved absences:

a. Blood Donations: Depending on the community needs and consistent with safe medical practices, excused absences normally will not exceed four (4) hours.

b. Bone Marrow Donation: An employee who is a bone marrow donor is entitled to seven (7) calendar days of paid leave each year to serve as a bone marrow donor.

c. Organ Donation: An employee who is an organ donor is entitled to thirty (30) days of paid leave to serve as an organ donor.

**17-8 PARENTAL ABSENCE:** Parental leave is authorized IAW applicable laws, rules, and regulations. The FMLA provides entitlement to 12 workweeks of unpaid leave during any 12 month period. The Employer acknowledges the basis for a reasonable length of parental absence shall be determined by the employee and their medical provider. This absence may include a pre-delivery period, delivery, post-natal recovery period, and bonding time.

**17-9 TRAUMATIC INJURY:** Employees are entitled to a continuation of pay status (COP) for a period not to exceed forty-five (45) calendar days for any covered incapacitating injury or recovery period required by a doctor.

NOTE: Early filing of a worker's compensation claim form (CA-1 for an injury, CA-2 for illness/disease), is essential to assure full coverage for any job related injury or illness.

**17-10 LEAVE OF ABSENCE:** The Employer agrees that when adequate advance written notice is given, an employee in the unit who has been elected or appointed to a LO office, or as a delegate to an ACT activity requiring an extended leave of absence, may be granted annual leave and/or leave without pay. Such leave of absence shall not exceed one (1) year for each application.

**17-11 PHYSICAL FITNESS:** Employees will be authorized duty time to participate in the physical fitness program to the extent that the established policy of the Employer allows duty time for this purpose.

**17-12 LEAVE TRANSFER:** The leave transfer program is a program to donate leave to another employee's leave account. See, Appendix to DMAMT (AFR) 40-630/ (AR) 690-990-2. When need arises, this program will be implemented IAW applicable regulations current at the time the need exists. Changes to applicable regulations will be impact bargained.

## ARTICLE 18

### MERIT PROMOTION AND INTERNAL PLACEMENT

**18-1 PURPOSE:** Provide procedures to ensure each employee receives full consideration for bargaining unit positions for which they qualify. All members, management, LO and employees have a responsibility to ensure violations do not occur by error or design.

**18-2 OBJECTIVES:** This article will be used to:

- a. Fill vacant bargaining unit positions, when determined by management-
- b. Provide qualified applicants to selecting official for consideration.
- c. Provide employees an opportunity to receive appropriate consideration.

**18-3 DEFINITIONS:**

- a. Promotion: Movement to a position with an increased rate of pay.
- b. Internal Placement: Changing employees from one position to another, through the competitive process, but with limitations to those employees currently employed by the unit at the time of the advertisement of the position.
- c. Rating Panel: Representatives of the Employer, who rate all applications in accordance with the criteria established by the supervisor.
- d. Selecting Official (SO): Individual designated on the vacancy announcement who will make the final selection. Any changes to the selecting official must be coordinated with HRO who will then notify the union.
- e. Area of Consideration for Title 32 positions:
  - (1) Area I: MTANG permanent (tenure 1 or 2) Bargaining Unit Employees. Management may further restrict area of competition due to the following organizational needs; reclassification, position upgrade, or no benchmark growth. Additional restrictions of area of competition will be I & I bargained.
  - (2) Area II: All members and employees of the MTANG who are eligible for military membership, if not current (includes Indefinite (tenure 3), NTE (tenure 0)).
  - (3) Area III: Personnel eligible and willing to become a member of the MTANG.
- f. Categories (Cat) of Consideration for Title 5 ANG positions:
  - (1) Cat I: Current MTANG permanent (tenure 1 or 2) Title 5 employees. Management may further restrict area of competition due to the following organizational needs; reclassification, reorganization, position upgrade, or no benchmark growth. Additional restrictions of area of competition will be I & I bargained.
  - (2) Cat II: Current MTANG permanent (tenure 1 or 2) Title 32 employees.

- (3) Cat III: Term T5 (tenure 3 or 0) on-board MTANG employees.
- (4) Cat IV: U.S. Citizens

**18-4 EXEMPTIONS TO COMPETITIVE PROCEDURES:**

- a. Promotion due to the issuance of a new classification standard, the reclassification of a position, or correction of a classification error, provided that all incumbents are to be affected equally.
- b. Placement of over-graded employees entitled to grade retention IAW applicable laws, rules, and regulations.
- c. Promotion when competition was held earlier (i.e., position was advertised with known promotion potential).
- d. Re-promotion to the same grade or an intervening grade of a position from which an employee was demoted without personal cause and not at his or her own request, if the down-grading has occurred within two (2) years.
- e. Position changes required by the RIF article of this Agreement.
- f. Selection of a former employee from the reemployment priority list for a position at the same or lower grade than the one last held. This provision is applicable to those who have lost employment at the MANG within the past two (2) years.
- g. Temporary promotion for one hundred and twenty (120) days or less in a calendar year.

**18-5 TEMPORARY AND INDEFINITE EMPLOYEES:** The use of temporary and indefinite employees is to meet workload requirements created by the mission, absence of employees or other types of temporary manpower needs.

- a. Temporary Not-to-Exceed (NTE) employees will have a known termination date. No competition is required for NTE action and may be extended with approval of management and HRO.
- b. Indefinite employees may be converted in place to a permanent appointment if approved by management and the job advertisement was advertisement “indefinite with possible permanent status”.
- c. Temporary and indefinite employees are not Area I candidates. See Section 18-3.
- d. Tenure group 1 employees that accept an INDEFINITE ONLY (emphasis added) position will have their tenure changed to tenure 3. HRO will advise management of the impacts when they elect to advertise a pure indefinite position and ensure they know the option to advertise as a temporary promotion, reassignment that would allow a tenure 1/2 employee to retain their current tenure. Additionally, tenure 1/2 employees will sign a memo acknowledging their change of tenure prior to placement.

**18-6 JOB VACANCY ANNOUNCEMENTS (JVA):** At a minimum, the JVA will contain the following information:

- a. Title, series, grade(s) and salary range of the position.
- b. Military requirements. Applicant does not have to be assigned to the position or possess the AFSC to apply or be considered for selection.

- c. Summary of duties and minimum qualifications, general and specialized experience requirements.
- d. Organizational and geographical location of position.
- e. Information regarding known promotional potential, if any.
- f. Opening and closing dates and how to apply.
- g. Area of consideration and/or categories as listed in 18-3.
- h. Selective Placement Factors, any special job requirements, i.e. driver's license.
- i. Security clearance.
- j. Title 5 positions will follow OPM/NGB requirements to include Veteran's Preference, required documents, how to apply, and evaluation criteria.

**18-7 VACANCY POSTING:** Vacancy announcements will be posted a minimum of fifteen (15) calendar days or less with the concurrence of the LO, on [usajobs.gov](http://usajobs.gov). Positions may be advertised to multiple areas of consideration/categories with a single advertisement.

**18-8 APPLICATION PROCEDURES:** Complete and accurate data is essential to ensure fair evaluation of candidates. APPLICANTS MUST ADDRESS THE BASIC ELIGIBILITY FACTORS, WHICH INCLUDE GENERAL AND SPECIALIZED EXPERIENCE. Applications will be submitted as follows:

- a. Obtain JVA's and application forms at [www.usajobs.gov](http://www.usajobs.gov). JVA's and PD's are posted on the MTANG webpage.
- b. Submit completed application package electronically or by fax to USAJOBS.
- c. Application must be received by USAJOBS no later than 2200 hours Mountain Time on the closing date.
- d. MTNG HRO Staffing section is available to assist applicants as necessary.
- e. Employees scheduled for TDY or deployments may notify their supervisors of their interest in upcoming vacancy announcements and request JVA's to be forwarded to them.

**18-9 TIME LIMITS:** Selecting Officials have thirty (30) calendar days from receipt of the certificate (list of qualified applicants and supporting documentation) to complete the selection process. Selecting officials may request to extend their certificate past the 30 day requirement.

**18-10 ESTABLISHMENT OF KSA FACTORS:** Knowledge, skill and ability factors (KSA) required for the advertised position will be prepared by the SO and will accompany the SF-52 requesting advertisement of the position. In the event of a change to the KSA's the selecting official will notify HRO, and HRO will notify the LO regarding preparation and determination of KSA factors. KSAs are not used to determine basic qualifications; however, may be used to assist in making the selection.

**18-11 PROCESSING APPLICATIONS:**

a. HRO will consider only applications received by USAJOBS no later than 2200 hours Mountain Time on the closing date.

b. Application will be separated into Areas/Considerations.

(1) T32. Basically qualified applicants (candidates) will always be listed alphabetically on the Certificate. HRO will forward the application and certificate (JVA package) to the SO.

c. T5. Basically qualified applicants will be separated by OPM directed status and then listed alphabetically (i.e. 30 point, 10 point, 5 point and No Preference Veterans) on the certificate. OPM/NGB requirements for advertisement and selection will be followed. See State Merit Placement Plan for further information.

**18-12 FORWARDING QUALIFIED CANDIDATES:**

a. T32 Bargaining Unit positions will be announced with Area I receiving first consideration for internal placement or merit promotion. At the request of the SO, all other qualified applicants will be forwarded to the SO after consideration of ALL qualified Area Is are complete.

(1) When there are three (3) to five (5) qualified Area I candidates all applications and selection certificates will be forwarded to the SO.

b. When there are two (2) or less Area I candidates qualified for a position, advertised both Area I and Area II:

(1) HRO will simultaneously process all candidates.

(2) HRO will establish a separate JVA package for each Area.

(3) To insure priority consideration, HRO will forward the Area I JVA package and the SO will conduct the interviews prior to any request to proceed to the Area II packets.

(4) Should the SO elect to review Area II applications the SO will contact HRO to request the Area II package and notify the LRS (Labor Relations Specialist).

(5) The HRO will notify labor the SO has requested the Area II JVA package.

(a) If after review of the Area II certificate, the SO decides that a candidate from the Area I certificate should be selected for the position, the SO will make the selection and close both certificates.

(b) If the SO selects an Area II candidate, the SO must justify to the HRO in writing, the objective reasons that Area I candidates were non-selected, IAW 18-16.

(6) The LO President or designated representative will be notified if an Area II candidate is selected and no official announcement of the filling of the position will occur until a review of the non-selection criteria has been accomplished by the LO. The LO will respond within 5 working days of notification. Attempts to resolve any disagreement between the parties on the justification criteria used may delay the filling of the position.

**18-13 ACTION BY THE SO:** SO's have the right to select or not select any of the candidates referred

to them. The SO will proceed as follows within the thirty (30) calendar day criteria:

- a. Will chair or appoint an interview panel.

Note: Management recognizes the sensitive nature of assigning a bargaining unit employee to an interview panel. If such assignment should occur the SO will notify HRO and the LO President or designee.

- b. The same interview format, questions and selection criteria for all candidates for the specific vacancy will be used.

- c. Provide an interview of each candidate listed on the referral and selection certificate (exception listed in (1) below). If personal interviews are not possible/practical, interviews by telephone or alternate electronic means will be utilized. If more than 6 candidates are referred to the SO for consideration, SOs have the option of conducting a ranking and rating panel or a shortened interview to narrow the list to identify the best qualified. A minimum of 50% or 5 candidates, whichever is less, must be selected for interviews. SOs will maintain all supporting documentation as listed in 18-17. The SO will then conduct the full interview with the remaining candidates.

- d. OPM/NGB/State Merit Placement Plan should be referenced by the SO for Title 5 Bargaining Unit Advertisements.

- e. Make selection, or notify the HRO.

- f. If the Area I certificate is rejected, justify to HRO in writing the reason for non-selection. This applies to Title 32 Bargaining Unit advertisements.

- g. When there is a multi-grade advertisement where the selectee is on multiple certificates (each grade has a separate certificate) the SO will consult with HRO if selecting from a lower graded certificate.

- h. Ensure employees hired in less than full grade status are informed of the approximate duration of training necessary to become fully qualified. (Note: Supervisors will be required to develop an IDP listing the requirements to be fully qualified for the higher grade).

- i. May unofficially notify all the candidate's IAW HRO guidance prior to HRO official notification. If the SO elects to notify, he/she must contact all candidates and must clearly articulate that the notice is unofficial.

- j. If for some administrative reason the selection process cannot be completed, the selection package will be returned to HRO.

**18-14 HRO RESPONSIBILITIES AFTER SELECTION MADE BY SO:**

- a. HRO will determine starting pay based on MTNG pay setting policy.
- b. Officially notify individuals on the certificate of the selection/non-selection.
- c. Utilize the USASTAFFING Tool to notify those individuals who did not meet the qualifications required for the position.
- d. When the SO non-selects the entire certificate, HRO will ensure the justification provided

for each Area I candidate IAW Section 18-13.

**18-15 PLACEMENT OF SELECTEE:** After selection and completion of placement requirements for promotion/placement, employees will be placed promptly into their new position. Release will normally be within two (2) weeks after selection, on the 1st day of the next pay period.

**18-16 EXPIRATION OF SELECTION CERTIFICATE:** If management chooses not to fill the position prior to the receipt of the certificate, the certificate may remain open for one (1) year.

**18-17 RECORDS RETENTION:** Sufficient records are required to allow reconstruction of placement action to provide for: an evaluation of the merit promotion placement plan; a clear record of the actions taken; proof that filling of vacancies are IAW this Article. Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution.

**18-18 GRIEVANCES:**

a. Labor, management and the LRS will attempt to resolve grievances or any other perceived problem prior to formal proceedings

b. An employee who believes proper procedures as outlined in this article were not followed and they submitted an application, may present a grievance procedures agreed to in this contract. A grievance will not be considered when it based solely on non-selection.

c. The Employer, or appointed representative, upon written request, will submit to the LO the selection material utilized in assessing qualifications of eligible IAW The Privacy Act Confidentiality of selection material will be maintained by the LO.

d. If a grievance concerning merit promotion/placement has been initiated, no action to cancel the vacancy announcement will take place until the grievance is resolved.

**18-19 ARTICLE SCOPE:** This article is designed to provide for selection of bargaining unit positions in the most common type promotion opportunities that occur in the MANG. There will be unusual cases presented. In this event, the negotiation teams will attempt to resolve the problems. See Section 21-2.

**18-20 INQUIRIES:** Should a non-selected employee wish to know the reason(s) for non-selection, they may request a review. HRO will address areas where improvement can be made to enhance the individual's selection potential. The intent herein is not for the employee to grieve non-selection but to provide the employee an awareness of potential weaknesses. This will not preclude an employee from filing a grievance under provisions of Section 18-18 of this Article.

## **ARTICLE 19**

### **DISCIPLINE**

#### **19-1 GENERAL:**

a. This article applies to matters of CONDUCT only; actions that relate to JOB PERFORMANCE will be accomplished in accordance with the agency performance appraisal system and contract modifications. Documentation that is used as a basis for disciplinary actions will not also be used as a basis for performance based actions. The parties agree that discipline and adverse actions will be consistently applied and promote the efficiency of the Federal Service.

b. The parties recognize that there are two (2) types of employee actions that may be appropriate i.e., informal actions (non-disciplinary) and formal disciplinary actions. These actions will be administered to promote the efficiency of the service through correcting offending employees and problem situations, and maintaining discipline and morale among other employees. A supervisor should consider a closer degree of individual supervision and/or counseling's/warnings to effect corrective action prior to undertaking a formal disciplinary action.

c. In order to be effective, constructive discipline must be timely. Disciplinary action must be initiated within a reasonable period of time after the offense becomes known to the Employer.

#### **19-2 REPRESENTATION:**

a. Prior to discussions that may lead to disciplinary or adverse actions; the supervisor or person accomplishing the interviews/ investigations for the agency will notify the employee of the right to LO representation.

(1) If the employee accepts representation, no further questioning will take place until the representative is present.

(2) The employee's declination of representation must be documented using local Form A. The LO will be served a copy of the Form A regardless of representation.

b. An investigatory interview will, if representation is requested, be delayed for a reasonable amount of time until the employee(s) representative can be present.

c. A supervisor who is conducting an investigatory interview will notify the employee that the interview may lead to disciplinary action and that the employee has the right to remain silent and may refuse to give a written statement until a representative is present, or representation has been declined in accordance with Section 19-2a above.

#### **19-3 RECORDS:**

a. The employee shall be permitted, with or without a representative present, to review or request copies of any document appearing in the Labor Relations File (LRF) maintained in the HRO or Supervisor's Employee Brief (formerly NGB Form 904-1) containing evidence used by the Employer to support that disciplinary or adverse action, consistent with the Privacy Act.

b. The employee may give written authorization to their representative, to review or request copies of any document appearing in their LRF or Supervisor's Employee Brief containing evidence used

by the Employer to support the disciplinary or adverse action, consistent with the Privacy Act.

c. Formal records, notes, or diaries shall not be used as a basis to support any disciplinary or adverse action against an employee unless the employee has been shown and provided a copy of such formal record, note or diary within a reasonable period of time after the date of the incident being recorded. Informal notes made by supervisors that allege infractions, tardiness, and the like, cannot be used in proceedings against employees, unless timely disclosed beforehand.

d. No written entry will be made in an employee's files concerning disciplinary or non-disciplinary matters without the knowledge of the employee. All entries will be in pencil and must be initialed by the employee.

e. The employee's initials acknowledge that the employee knows that an entry was made, but in no way may initialing the entry be considered as an agreement with the entry or an admission of guilt.

#### **19-4 INFORMAL ACTIONS:**

a. This type of action will consist of a counseling interview with the employee by their supervisor. The employee will be advised of the specific infraction or breach of conduct and exactly when it occurred. The employee will have a LO representative present if desired.

b. Counseling interviews will be recorded on Supervisor's Employee Brief (formerly NGB Form 904-1) or equivalent as required, as non-disciplinary counseling and is not considered a first offense in pencil, and may not exceed three (3) months.

c. To protect the confidentiality of the records Supervisor's Employee Brief and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/employees concerned and individuals to whom the employee has given written permission.

NOTE: No written authority is needed to access the employee's records when the employee is present to give permission.

d. An appeal of a counseling interview may be made through the negotiated grievance procedure. A successful appeal could cause any record of the counseling to be deleted.

#### **19-5 FORMAL DISCIPLINARY ACTIONS:**

a. Formal disciplinary action consists of oral admonishments, written reprimands, suspensions, and reductions in grade and removals. Even though these actions constitute formal discipline, only suspension, reduction in grade and removal actions are considered adverse actions since they affect the pay of the employee.

b. The supervisor will gather all available facts and discuss them with the employee. The employee will have a LO representative present if desired, and the supervisor will advise the employee of this right prior to the interview. After considering the employees response, the supervisor will then advise the employee if the discussion resolved the matter.

c. If an oral admonishment or letter of reprimand is decided upon the following procedure will apply.

(1) An oral admonishment:

(a) An action that notifies an employee to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the employee to understand why the admonishment is necessary. The employee may have a LO representative if so desired. The supervisor will advise the employee of this right prior to the questioning and presentation of the admonishment.

(b) Will be annotated in pencil (date and subject) on the Supervisor's Employee Brief (formerly NGB Form 904-1). The admonishment may not be retained longer than six (6) months.

(c) In order to protect the confidentiality of the records Supervisor's Employee Brief (formerly NGB Form 904-1) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/employees concerned and individuals to whom the employee has given written permission.

NOTE: No written authority is needed to access the employee's records when the employee is present to give permission.

(2) Written reprimand will:

(a) Normally be signed by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.

(b) The employee may have a LO representative if so desired. The supervisor will advise the employee of this right prior to the questioning and presentation of the letter of reprimand.

(c) Describe the offense in sufficient detail to enable the employee to understand why the reprimand is necessary.

(d) Inform the employee that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period may not exceed eighteen (18) months.

(3) An appeal of an oral admonishment or a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal could cause the action to be withdrawn and any record of the action to be deleted.

d. If adverse action is decided upon the procedure in Section 19-6 applies.

**19-6 ADVERSE ACTIONS:**

a. Adverse Action is an administrative action that results in removal, suspension, or reduction in grade or compensation of any employee.

(1) There must be a reason for taking adverse action; that reason is commonly referred to as a "cause" and is defined as "an offense against the Employer-employee relationship." What constitutes a "cause" is a decision that must be made on the merits of each situation.

(2) Having a "cause" is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service,

the employee's ability to perform his duties; the agency's ability to fulfill its mission, etc.

b. Adverse actions will not be initiated by any supervisor without consulting with the HRO representative before issuing proposed adverse action and original decisions. The following, IAW applicable laws, rules, and regulations, will be the sequence of events for an adverse action:

- (1) Comply with Section 19-6a.
- (2) Employees will be given at least a thirty (30) calendar day notice of proposed adverse action, signed by the individual proposing the action. The employee or their representative will be given the opportunity to reply to the charges, in writing and/or in person, to the deciding official.
- (3) The employee will be given a Notice of Original Decision, signed by the deciding official that will state the specific action being taken.
- (4) The employee can appeal the original decision by requesting an appellate review or an administrative hearing, but not both. Advisory arbitration may be used if invoked by the LO IAW Article 20-13. This appeal must be in writing and received by HRO or postmarked no later than 20 calendar days after receipt of the original decision.
- (5) Employees requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.
- (6) If the employee requests a hearing, the HRO will submit a written request to NGB-HR for a list of examiners. In-turn, the NGB-HR will provide a list of hearing examiners. The Employer's representative and employee's representative will discuss the selection of the hearing examiner and mutually agree on the selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to the AG. The AG will consider the recommendation in making the final decision. The hearing examiner's per diem and travel expenses will be paid by management.
- (7) If advisory arbitration is requested, the arbitrator's decision is advisory in nature. The arbitrator must address the three (3) issues for the AG's consideration as provided for in TPR 752. The AG will consider the arbitrator's recommendation when making his final decision on the disposition of the adverse action.
- (8) After the AG renders his final decision on an adverse action, the employee may appeal this decision to the Merit Systems Protection Board (MSPB).
- (9) An adverse action will be carried out if there is no appeal to the action or the AG has rendered his final decision upholding the decision. This does not prevent the employee from appealing the AG's decision to the MSPB as outlined in (8) above.

## ARTICLE 20

### NEGOTIATED GRIEVANCE & ARBITRATION PROCEDURES:

**20-1 GENERAL:** Employees within the bargaining unit are required to use this agreed to grievance procedure as the sole means of resolving all complaints covered by this article. The employee retains the right to request LO representation in the grievance procedure or to decline such representation. If the employee chooses not to have representation, that waiver must be in writing. The LO will be served a copy of this waiver. However, the LO will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the Agreement. A grievance will be formally presented normally not later than ninety (90) days after the grievance took place or the individual becomes aware of the events that constitute the grievance, whichever is later. Either party may seek interpretation of the meaning or intent of the Agreement from representatives of the negotiating teams.

**20-2 DEFINITIONS:** A grievance is:

- a. Any complaint by any employee concerning any matter relating to the employment of the employee.
- b. Any complaint by the LO concerning any matter relating to the employment of any employee.
- c. Any complaint by any employee, the LO, or agency concerning:
  - (1) The effect of interpretation, or a claim of breach, of the LMA;
  - or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

**20-3 REPRESENTATION:** The LO is assured the right to represent itself and/or each and any employee in the bargaining unit in the presentation and processing of any grievance.

**20-4 EXCLUSIONS:** It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by the Statute, from the coverage of this Agreement. Matters excluded from the negotiated grievance procedure are:

- a. Any claimed violation relating to prohibited political activities (Hatch Act Violations).
- b. Retirement, life insurance, health insurance, performance ratings of record, incentive awards and recruitment and retention or relocation payments.
- c. A suspension or removal under Section 7532 (National Security) of Title 5, U.S.C.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee. See TPR 511.7. This matter may be appealed under other procedures.
- f. An EEO process/action.

- g. A Reduction in Force process/actions.
- h. Actions taken pursuant to the provisions of Public Law 90-486, Section 709 (f) (1) through (6).

**20-5 EXCLUSIVE PROCEDURE:** The Employer and the LO agree that the negotiated procedure is the exclusive procedure available to the LO and the employee(s) in the bargaining unit for processing of any grievance.

**20-6 EMPLOYEE RIGHTS:** All employees have the right to present their grievances to the appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of employee(s) or LO grievances. In exercising free from restraint, coercion, discrimination, or reprisal.

**20-7 GRIEVANCE FILE:** A grievance file will be maintained by the HRO.

**20-8 PRESENTING A GRIEVANCE:**

a. A grievance must be presented using the agreed to grievance form which is included as part of this article.

b. The LO has the right, on its own behalf or on the behalf of the bargaining unit employee(s), to present and process grievances.

c. If an employee or group of employees elect to present their grievance without the assistance of the LO, resolution of the grievance may not be inconsistent with the provisions of this Agreement.

d. The appropriate supervisor, manager or HRO will notify the LO of grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be a chapter officer, starting with the chapter president.

**20-9 EXCUSED ABSENCE:** A reasonable amount of excused time, without charge to leave, will be afforded to the employee in accordance with the following:

- a. to discuss, informally, with their LO representative, any dissatisfaction the employee may have.
- b. to discuss informally or formally with the appropriate LO representative any complaint the employee may have concerning matters under this Agreement.
- c. to prepare a reply in defense of disciplinary action.

**20-10 EMPLOYEE GRIEVANCE:**

a. It is agreed that settling of problems may be accomplished verbally before becoming formal. At this informal stage, the employee and the representative will meet with the supervisor/manager concerned and an attempt will be made to resolve the issue(s) that caused the grievance. This step is encouraged by both the Employer and the LO.

b. If a settlement cannot verbally be agreed to, the following procedure will be utilized:

**STEP 1:** The grievance will be prepared in writing, utilizing the agreed to form. The grievance will be presented to the appropriate Group Commander. The grievance and information will be discussed at the time of presentation of the grievance. The Group Commander will provide a determination of settlement,

in writing, to the individual and the LO within seven (7) working days.

**STEP 2:** If the grievant is dissatisfied with the settlement offered at step one, an appeal may be made to the Wing Commander within seven (7) working days. A decision, in writing, will be rendered within seven (7) working days to the grievant and the LO.

**STEP 3:** If the grievant is dissatisfied with the settlement offered at step two, an appeal may be made to the AG within fifteen (15) working days. A decision, in writing, will be rendered within fifteen (15) working days to the grievant and the LO.

**20-11 LABOR ORGANIZATION GRIEVANCE:**

a. LO initiated grievances will name the Wing Commander as respondent. The LO agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation.

b. The following procedures will be utilized for all LO grievances.

**STEP 1:** The grievance will be prepared in writing and submitted to the Wing Commander. The event(s) leading to the grievance will be discussed with the Wing Commander at the time of the presentation of the grievance. An information copy of the grievance as received will be forwarded to the HRO. The Wing Commander will provide a decision, in writing, within seven (7) working days, to the LO President.

**STEP 2:** If the LO is dissatisfied with the decision of the Wing Commander an appeal will be forwarded to the AG within fifteen (15) working days. The LO will be provided a decision within fifteen (15) working days. If the AG does not sustain the grievance, a reason, in writing will be forwarded to the LO.

**20-12 RIGHT TO INFORMATION:** Upon request and subject to law, rule or regulation, management will supply the LO with any investigation reports and/or documents used in the original action when resolving a grievance. This is to ensure the LO has all the necessary information for a determination to invoke or not invoke the provisions of paragraph 20-13 below.

**20-13 ARBITRATION PROCEDURES:**

a. Arbitration may be used to settle unresolved grievances.

b. Only the LO or the Employer may invoke the provisions of this section.

c. If either party questions the arbitrability of a matter because of alleged conflicts with applicable existing law or circumstance(s), the arbitrator will simultaneously hear the question of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of arbitrability and when applicable, the subsequent question(s) on the merit(s) of the case.

**20-14 ARBITRATOR SELECTION:** When arbitration is invoked, the party invoking arbitration may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent. Within seven (7) working days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days the parties may select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.

NOTE: If the chosen arbitrator cannot hear the case within thirty (30) days the intent of Section 20-14 is to allow the parties to select from the remaining names on the list or request a list of seven additional names.

**20-15 ARBITRATION EXPENSES:** Expenses incurred for the arbitration will be shared equally by the Employer and the LO.

**20-16 DATE AND LOCATION:** The arbitration hearing shall be held on a date and at a location mutually agreed upon by the parties.

**20-17 FLRA EXCEPTIONS:** The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later than thirty (30) days from the date the award is served on the parties. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final and binding effective on the thirty-first (31st) day.

**20-18 COMPLIANCE:** Certificate of compliance with the decision of the arbitrator, to include corrective action taken, where appropriate, shall be provided to the other party as soon as practical.

## ARTICLE 21

### IMPACT BARGAINING

**21-1 PURPOSE:** Prior to implementation of any event that could adversely affect one or more members of the bargaining unit, management will negotiate with the LO appropriate arrangements regarding the impact of the event(s). Such negotiations will take place prior to any announcement of the proposed management action, which could adversely affect a bargaining unit member's condition of employment.

**21-2 APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION BARGAINING:** Matters appropriate for negotiations and consultation between the parties shall include, but are not limited to, personnel policy and practices as they apply to conditions of employment: such matters as safety, labor management cooperation, employee services, methods of grievance adjustments, appeals, granting/denial of leave, promotion plans, demotion practices, reduction in force procedures, hours of work and TDY assignment procedures.

**21-3 CHANGES AFFECTING CONDITIONS OF EMPLOYMENT:** Management agrees to provide the LO President or designee drafts of appropriate regulations/policies affecting conditions of employment for review prior to implementation. If the LO desires formal discussion concerning contents of the drafts, management should be contacted within five (5) working days after receipt to establish a meeting time/place to discuss the matter.

**21-4 MEETINGS:**

a. Upon notification by the LO, Management agrees to meet and confer as soon as practicable, date and time will be by mutual consent.

b. The Employer and the LO agree to render decisions, on issues not resolved at the meetings, normally within four (4) working days unless it is mutually agreed otherwise.

c. Consistent with this [21-4] section and within the authority to do so, the Employer agrees not to make changes in personnel policies or practices that effect conditions of employment without prior negotiations/consultations with the LO.

## ARTICLE 22

### REDUCTION-IN-FORCE

**22-1 GENERAL:** The AG is responsible for implementing a reduction in force.

**22-2 APPROPRIATE ARRANGEMENTS:** The Employer, in recognizing the responsibility of the LO to represent the bargaining unit, agrees to negotiate appropriate arrangements including an aggressive placement program--for members of the bargaining unit adversely affected by implementation of this article.

#### **22-3 DEFINITIONS/PROCESS**

a. **DEFINITIONS:**

(1) **Reduction In Force:** Occurs when an employee is released from a competitive level by separation, change to lower grade, furlough for more than thirty (30) calendar days, or reassignment involving displacement of another employee, due to lack of work or funds, reorganization, or the need to make a place for a person exercising re-employment or restoration rights.

(2) **Competitive Areas:** The boundary within which employees compete for retention and receive placement offers. A competitive area may be defined in terms of organization and/or geographical location. It may be restricted to the commuting area or one organization or expanded to cover the entire state. The competitive area should be identified during advance planning for RIF.

(3) **Competitive Levels:** A competitive level consists of all positions within a competitive area, which are in the same grade and so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one (1) position to another without undue interruption to the work program.

(4) **Tenure Groups:** Employees are divided into three (3) Tenure Groups:

Group I - Employees under permanent appointment who are not serving on probation or trial periods.

Group II - Employees serving on probation or trial periods.

Group III - Employees who have been given indefinite appointments in the excepted service.

(5) **Retention Register:** A list of competing employees within a competitive level grouped by tenure groups I, II, and III in descending order. Within each tenure group, employees are listed in order of their retention standing; those with the highest score will be listed first followed by those with lower scores.

b. **PROCESS:**

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

(2) **Competitive Level:** The HRO will establish the competitive level of each position in advance of the general notice of RIF. Supervisory positions will not be placed in the same competitive level

as bargaining unit employees.

**22-4 RETENTION REGISTERS:**

a. Employees are listed in descending order, within their competitive levels, starting with the employee with the most points. They shall be classified on a retention register on the basis of their tenure of employment, length of service, and performance in descending order as follows:

(1) By tenure group I, group II, group III, and

(2) Within each group by years of service as augmented by credit for performance beginning with the earliest TSD service date. Employee service date (ESD) is length of continuous service as an employee in the MANG.

(3) Title 5 employees will be ranked according to service comp date.

b. Additional Service Credit:

(1) An employee's entitlement to additional service credit for performance shall be based on the employee's last three years of rated performance. If more than one appraisal of record was rendered during the rating year, the highest rated appraisal will be utilized.

(2) Employees who do not have three current appraisals on file will be credited with fully acceptable ratings for missing appraisals.

(3) The additional service credit for employees performance shall be expressed in additional years of service, and shall consist of the mathematical average of the employees last three years of rated performance, as defined in (1) above, computed on the following basis:

(a) Ten additional years of service for each performance rating of "Exceeds Fully Successful".

(b) Five additional years of service for each performance rating of "Fully Successful".

(c) No service credit for an "Unacceptable" performance rating.

(d) Tie-breaker will be the Service Computation Date. This date is the total length of government service credited for retirement purposes.

c. Voluntary RIF's: Prior to issuing specific written notices RIF volunteers shall be sought among the bargaining unit within the competitive area to reduce the overall impact.

d. Once authority for a reduction in force has been received, receipt of a new performance appraisal will not affect the employees standing in the current reduction in force.

e. Employees with an overall performance rating of unacceptable may only compete with or displace other employees with unacceptable performance appraisals.

**22-5 EMPLOYER RESPONSIBILITIES:**

a. The first step is to notify the LO, explain the need for a reduction in force, upon request provide documents and correspondence relative to the RIF action, and then bargain on negotiable proposals. Once

negotiations are complete, to alleviate anxiety and control rumors, briefings will be conducted and information published about proposed changes.

b. After impact and implementation bargaining with the labor organization, notification of the RIF to the work force will be in the form of a posted written general notice as far in advance as possible. The general notice will contain as a minimum:

- (1) The established competitive area.
- (2) The established date all appraisals are to be/have been frozen.
- (3) The date personnel actions are frozen, i.e. reassignments, promotions, hiring, etc.
- (4) POC for counseling.
- (5) Established date and times for appropriate briefings, etc.

c. Screen the manning documents to determine which vacancies will be needed for placement action.

d. The Employer agrees to notify the Labor Organization immediately upon receiving correspondence from higher authority concerning a possible RIF. This is necessary so that a general notice may be issued as soon as possible.

e. A separate written notice will be given to each affected employee to be RIF'd at least sixty (60) days prior to the effective date of the action. The 60 days advance notice period may be shortened in the event the RIF occurs as a result of unforeseen circumstances. This notice will state specific actions and known alternatives to be offered to the individual, and whether or not volunteers will be accepted for separation. Specific notices may be concurrent with a general notice.

#### **22-6 PLACEMENT ACTION:**

a. The Employer will take positive action to assist employees affected by RIF or transfer of function to be placed within the MANG.

b. Placement assistance will also include contacts with other states, local federal activities, local government and private Employers.

c. Reemployment Priority List. A reemployment priority list must be maintained for tenure groups I and II employees separated in a RIF. Upon receipt of a specific notice of separation, employees will be placed on this list, but only if they have not declined an offer of a non-temporary position in their present grade and step, or with equivalent salary. Employees will remain on this list for two (2) years, unless they decline in writing a non- temporary Federal Government position in their present or higher grade and step, or with equivalent salary, or they request their removal from the list.

#### **22-7 APPEALS:**

a. A competing employee may appeal to the AG when the AG has received a specific notice of reduction in force, and the AG believes that the Employer incorrectly applied the provisions of this contract Article or an applicable law, rule or regulation.

- (1) An appeal may be submitted upon receipt of a specific notice, but no later than thirty

(30) calendar days before the effective date of the action.

(2) The appeal must be written and include the following information: Name, SSAN, position title, series and grade, PD control number and place of employment.

(3) The appeal must clearly state the reason the employee believes the action affecting them is inappropriate, and must show that the Employer failed to comply with the RIF procedures outlined in this Article (e.g., insufficient notice, improper tenure grouping, and errors in service computation date), or with the provisions of an applicable law, rule or regulation.

b. Extension of Time Limit. The AG shall extend the appeal time limit to allow adequate time for presentation of an appeal when the employee indicates he was not notified of a time limit and otherwise was not aware of it, or that circumstances beyond his control prevented him from appealing within the time limit.

c. Decision on Appeal: The AG will issue a written decision and, where applicable, direct the HRO to take any necessary corrective action. A copy of the decision stating what corrective action will be taken is then forwarded to the employee. The decision of the AG is final and there is no further right or appeal. A copy of the decision issued by the AG will be furnished to all interested parties. If the AG's decision denies an appeal in whole or in part, the decision shall, with respect to any denial, state the issues raised by the appeal, state the evidence pertinent to each issue, and state reasons why the evidence supports the AG's decision on each issue. If an appeal presents insufficient evidence to resolve an issue, the AG shall provide for an investigation and a hearing.

d. Corrective Action. The decision of the AG may require the HRO to take corrective action as follows:

(1) Correct the retention register.

(2) Correct the employee's specific notice.

(3) Restore the employee to his/her former grade/pay level or one of like seniority, status, and pay when the employee was reduced or separated improperly.

(4) Reimburse the employee for all pay lost as a result of any improper RIF action.

e. When an employee's appeal uncovers an error that does not change the outcome of the RIF, the AG will correct the error without requiring restoration or recall of the employee or employees involved.

## **ARTICLE 23**

### **EMPLOYEE PROGRAMS**

**23-1 GENERAL:** The parties recognize the importance of programs established for the welfare of employees. The Employer and the LO agree to encourage employee participation in appropriate programs.

**23-2 OBJECTIVES:** The objective of the Employee Assistance Program, is to identify and assist employees with behavioral or personal problems which impact upon work performance or disrupt interpersonal relations with other employees in the immediate work environment.

## ARTICLE 24

### CLASSIFICATION ACTIONS

**24-1 GENERAL:** It is agreed before management assigns an effective date for any downgrade resulting from reclassification, management will, after impact bargaining with the LO, provide the affected employee with:

- a. A notice, no less than thirty (30) days in advance of the effective date with a copy of the new position description or, the current position description if no changes are being affected.
- b. Make available the OPM - Civil Service Classification Standards that the position was graded by.
- c. Further information, knowledge and assistance on rights and appeal preparation.

NOTE: An effective date will not be established until each of the above provisions is met.

**24-2 RECLASSIFICATION DOWNGRADE:**

- a. No personnel actions resulting directly from downgrading will be taken until management and the LO I & I the proposed action(s). The parties will meet within one (1) week after advance notice of the action(s) is provided to the LO.
- b. No personnel actions resulting directly from downgrading will be taken until management and the LO negotiate the impact of the proposed action(s). The parties will meet within one (1) week after advance notice of the action(s) is provided to the LO.
- c. No individual will be downgraded until an onsite classification desk audit of the duties being performed, has been accomplished by the HRO and immediate supervisor. This audit shall take place before the effective date of the proposed action(s). The annual PD review shall not fulfill the requirements of this desk audit.
- d. The Employer will not utilize classification actions for the purpose of either awards or punishment.

**24-3 GRADE RETENTION:** During the grade retention period (2 years) if a vacancy of equal or intervening grades exists for which the employee is fully qualified, the employee may be offered the position. If there is more than one fully qualified eligible employee in grade retention the internal placement plan will be utilized.

## ARTICLE 25

### EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

**25-1 POLICY:** The MTNG Employment Opportunity Affirmative Action Plan establishes the requirements of national policy and federal law. It assures equal employment, development, promotion and treatment of employees. The Employer and the LO agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and employees and to prohibit discrimination because of any protected class as defined by law. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

**25-2 EEO COMPLAINT PROCEDURES:** Any employee who believes they have been discriminated against in any matter because of any protected class as defined by law. Any employee's previous exercise of an appeal, complaint, grievance right or charge of discrimination or harassment may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area within forty-five (45) calendar days of the occurrence.

**25-3 COMPLAINTS ALLEGING SEXUAL HARASSMENT:**

- a. The Employer and the LO agree that sexual harassment in the workplace will not be condoned.
- b. Reported cases of sexual harassment will receive prompt and positive action.
- c. Any employee who feels they have been the victim of sexual harassment may file a complaint through the statutory procedure of contacting an EEO counselor within forty-five (45) days of the occurrence.

## **ARTICLE 26**

### **DUTY UNIFORMS**

#### **26-1 ISSUE:**

a. The Employer will furnish at no cost to the employee (to include Indefinite Appointment employees) a number of ready-to-wear military duty uniforms that is adequate, when considering the frequency of and time required for cleaning, to enable the employee to comply with the Employer's requirement for wear of the uniform while on duty. The number of uniforms furnished per individual will be IAW applicable laws, rules, and regulations. The phrase "ready-to-wear" means with all required cloth accouterments properly sewn on IAW applicable laws, rules, and regulations.

b. Members of the bargaining unit that are Commissioned Officers are entitled to the maximum allowable authorization as provided by 37 U.S.C., Section 415 through 417. These employees are excluded from Section "a" above unless they are no longer receiving such allowances.

**26-2 HAZARDOUS MATERIAL CLEANING:** The Employer will provide washers and dryers or laundry service for cleaning of any clothing that the Employer requires to be worn that may be contaminated with hazardous materials, fuel, oil, grease etc. in the performance of employee duties. This will be at no cost to the employee, and will be subject to restrictions that may apply from the base Bioenvironmental Engineering office. Any restrictions that apply will be posted within the area, so employees are aware of the prohibitions. Work clothing that is severely contaminated with hazardous materials, fuel, oil; grease etc. will be replaced by the Employer.

## ARTICLE 27

### AGREEMENT ADMINISTRATION

**27-1 EFFECTIVE DATE:** The effective date of this Agreement shall be after execution by the parties and approval by the Agency. Both dates will be made part of the Agreement prior to distribution.

**27-2 AGENCY APPROVAL:**

a. The Agency shall approve the Agreement within thirty (30) calendar days from the date the Agreement is executed by the parties if the Agreement is IAW the provisions of applicable law, rule, or regulation.

b. If the Agency does not approve or disapprove the Agreement within the thirty (30) calendar day period, the Agreement shall take effect and be binding on the Employer and the LO subject to the provisions of applicable law, rule, or regulation.

c. In the event that a particular article or section of an article is not approved by the Agency, the remainder of the Agreement shall take effect as provided by law. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approval by the Agency.

**27-3 AGREEMENT DURATION:**

a. This Agreement will remain in effect for 3 years from the date of approval by the Agency, or, under the provisions of the Statute, section 7114, (c) (3) whichever is applicable.

b. The terms of this Agreement may be extended beyond the expiration date based on mutual agreement of the parties.

**27-4 AGREEMENT PRECEDENCE:** Upon approval, this Collective Bargaining Agreement takes precedent over any conflicting provisions in Agency regulations which predate, as well as those that postdate this Agreement.

**27-5 AGREEMENT AMENDMENTS/SUPPLEMENTS:**

a. This Agreement may be subject to amendments or supplements during the Agreement lifetime.

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

c. Representatives of the Employer and the LO will meet within thirty (30) calendar days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in paragraph 27-5 b. of this article will be considered.

d. Approval of an amendment or supplement to the Agreement will be accomplished in the same manner as provided for approval of the basic Agreement as specified in section 27-2 of this article.

**27-6 NEGOTIATING A NEW AGREEMENT:**

a. Negotiations for a new agreement will commence no earlier than one hundred fifty (150)

calendar days prior to the termination of this Agreement and no later than ninety (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, representatives of the Employer and representatives of the Association of Civilian Technicians will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

**FORM "A"**

**ADVISEMENT OF RIGHTS OF REPRESENTATION**

**ARTICLE 19**

**MT ANG LABOR/MANAGEMENT AGREEMENT**

1. The discussion of the following matter may lead to disciplinary or adverse action. You have the right to have a labor organization representative present prior to this discussion. The issue to be discussed:  
  
\_\_\_\_\_
2. If you request that a labor organization representative be present, no further discussion will occur until a reasonable period of time has elapsed to permit a labor organization representative to attend.
3. **You may waive** or give up the right to have a labor organization representative present and proceed with this discussion.
4. **Should you later decide** that you would like labor organization representation, you may request it at any time.

**WAVIER/NON-WAIVER OF RIGHTS UNDER ARTICLE 19**

Having been advised of this right and understanding this right, at this time:

- I **DO NOT** request to have a Labor Organization representative present and waive my right at this time.
  
- I **DO** request to have a Labor Organization representative present.

\_\_\_\_\_  
Bargaining Unit Employee Signature

\_\_\_\_\_  
Interviewer Signature

Date: \_\_\_\_\_

cf: Labor Organization President

**MONTANA AIR CHAPTER 29 ASSOCIATION OF CIVILIAN TECHNICIANS NEGOTIATED  
GRIEVANCE FORM**

1. GRIEVANTS NAME:	2. POSITION:	3. DATE:
4. SHOP/OFFICE:	5. DUTY PHONE:	6. HOME PHONE:
7. HOME ADDRESS:	8. DATE OF INCIDENT:	9. GRIEVANCE PRESENTED TO:
10. CONTRACT/REGULATION REFERENCES: (or others if required)		
11. DETAILS OF GRIEVANCE: (attach separate sheet(s) if required): State in detail the incident/action in which this grievance is based; provide names, dates, and location as applicable.		
12. SPECIFIC RELIEF REQUESTED (attach separate sheet(s) if required):		
13. UNION/OTHER REPRESENTATION Yes: <input type="checkbox"/> No: <input type="checkbox"/>	14. REPRESENTATIVE:	
15. RECORD OF RECEIPT (COMPLETED BY MANAGEMENT OFFICIAL)		
INFORMAL STAGE	_____	DATE _____
	MANAGEMENT SIGNATURE	
STEP 1	_____	DATE _____
	MANAGEMENT SIGNATURE	
STEP 2	_____	DATE _____
	MANAGEMENT SIGNATURE	
STEP 3	_____	DATE _____
	MANAGEMENT SIGNATURE	
Arbitration Yes: <input type="checkbox"/> No: <input type="checkbox"/>	_____	DATE _____
	MANAGEMENT SIGNATURE	LABOR SIGNATURE