



**2017**



**Labor Management Agreement  
Between  
The Adjutant General  
State of Montana  
and  
Treasure State Chapter 57  
Association of Civilian Technicians**



**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE ADJUTANT GENERAL**

**STATE OF MONTANA**

**AND**

**TREASURE STATE CHAPTER #57**

**ASSOCIATION OF CIVILIAN TECHNICIANS**

**2017**



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AGREEMENT

BETWEEN

THE ADJUTANT GENERAL, STATE OF MONTANA

and

TREASURE STATE CHAPTER #57

ASSOCIATION OF CIVILIAN TECHNICIANS

P R E A M B L E

Pursuant to the policies set forth in Chapter 71 of Title 5 U.S. Code, hereinafter referred to as the "Statute", and subject to all currently applicable Federal regulations issued by the Office of Personnel Management (OPM), Department of Defense (DoD), National Guard Bureau (NGB), or other higher authority; the following articles constitute an agreement by and between the Adjutant General of The Montana National Guard, hereinafter referred to as the Employer, and the Treasure State Chapter #57 of the Association of Civilian Technicians, hereinafter referred to as the Labor Organization.

This agreement identifies the mutual covenants that the parties hereto have the intention to:

(1) Form a team comprised of equal number of Employer representatives and Labor Organization officials who will meet at the call of either party. The purpose of the team will be to promote the Labor-Management Partnership concept.

(2) Promote and improve the efficient administration of the Federal Service within the meaning of the Statute;

(3) Provide for the highest degree of efficiency in the accomplishment of the mission of the Montana Army National Guard;

(4) Establish a bargaining understanding relative to personnel policy, practices, procedures, and matters affecting conditions of employment within the jurisdiction of the Adjutant General;

(5) Provide meaningful and amicable discussion and adjustment to matters of mutual interest; and,

(6) Promote employee communications and information of personnel policy and procedures.

The Employer agrees to duplicate this agreement and provide a copy to each Federal Technician currently employed at the time the agreement becomes effective, and furnish a copy of such agreement, during the effective time period of such agreement, to each technician subsequently hired. The cost of publishing the agreement will be borne by the Employer.

The Employer and Labor Organization will insure that all management personnel and Labor Organization representatives are trained as to the provisions of this agreement.

When used in this agreement the words "he", "his", and "him" represent all genders, unless the context in which they are used indicates otherwise.

Whenever language in this agreement refers to specific duties of Agency officials, it is intended only to provide a guide as to how a situation may be handled. The agency retains the right to direct employees and assign work.

**A R T I C L E - 1**

**EMPLOYER RIGHTS**

**Section 1-1.** The Employer retains the right, in accordance with (IAW) applicable laws and regulations:

- a. To determine the mission, budget, organization, number of employees and internal security practices;
- b. To hire, assign, direct, layoff and retain employees, or suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;

**Section 1-2.** With respect to filling positions, to make selections for appointments from:

- a. Among properly ranked and certified candidates for promotion; or
- b. Any other appropriate source;
- c. To take whatever actions may be necessary to carry out the mission during emergencies;

**Section 1-3.** Nothing in this agreement shall preclude the Employer and the Labor Organization (LO) from negotiating:

- a. At the election of the Employer, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on technology, methods, and means of performing work;
- b. Procedures which management officials will observe in exercising any authority under this section; or,
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by the Employer.

## A R T I C L E - 2

### LABOR ORGANIZATION RIGHTS AND DUTIES

**Section 2-1.** The LO is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering, all technicians 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 membership.

**Section 2-2.** An exclusive representative of the local LO shall be given the opportunity to be represented at any formal discussion between one or more Employer representatives (to include the Inspector General (IG)) concerning any grievance or any personnel policies or practices or other general conditions of employment. An exclusive representative of the local LO shall be given the opportunity to be present at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests the representation. The Employer representative must advise the employee of their right to representation prior to any examination that may result in disciplinary action.

**Section 2-3.** 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 LO on the basis of race/color, national origin, sex, age, political affiliation, religion, genetic information, pregnancy, sexual orientation, sexual identification, marital status, disability, or any employee's previous exercise of an appeal, complaint, grievance right or charge of discrimination or harassment.

**Section 2-4.** The LO will not call or participate in, a strike, work stoppage, or slowdown, or in picketing of the Employer in a labor management dispute, if such picketing interferes with the Montana Army National Guard (MTARNG) operations. The LO will not condone any such activity by failing to take the action to prevent or stop such activity.

**Section 2-5.** The LO recognizes the joint responsibility with the Employer for the administration and enforcement of this agreement.

**Section 2-6.** It is agreed that internal LO business such as soliciting membership, electing officers, and meetings will be conducted during non-duty hours of the employees involved.

**Section 2-7.** The Employer agrees that the LO shall be:

- a. Afforded a bulletin board or adequate space on existing bulletin boards in each work facility.
- b. Allowed use of the existing office equipment IAW current policy.
- c. Provided adequate office space.
- d. Allowed to maintain a web site on the MTARNG intranet IAW current directives. The LO may use the site to communicate with bargaining unit employees on issues that affect them and to provide information pertaining to the LO.

e. Posting and distributing literature and training materials may be conducted during non-duty hours.

### A R T I C L E - 3

#### RIGHTS OF THE EMPLOYEE

**Section 3-1.** Parties to this agreement recognize that "each employee shall have the right to form, join or assist any LO, or to refrain from such activity, freely, and without fear of penalty or reprisal, and each employee shall be protected by the exercise of such right. Nothing in this agreement requires an employee to become or to remain a member of a LO or to pay money to the LO, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction (see Article 12).

**Section 3-2.** The rights of an exclusive representative under the provisions of this section shall not be construed to preclude an employee from:

a. Being represented by an attorney or other representative other than the exclusive representative, of the employee's own choosing, in any grievance or appeal action. In doing so the employee will inform the LO in writing.

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.

### A R T I C L E - 4

#### RECOGNITION AND UNIT DETERMINATION

**Section 4-1.** This agreement is executed pursuant to the exclusive recognition granted to the Treasure State Chapter #57 of the Association of Civilian Technicians, by the Adjutant General, State of Montana (AG).

**Section 4-2.** The unit to which this agreement is applicable is composed of all nonsupervisory GS, WG, and WL employees of the Montana Army National Guard at all geographical locations within the state of Montana permanent and indefinite employees in a bargaining unit position IAW 5 USC Chapter 71 7112. Excluded are temporary employees working less than 90 days.

**Section 4-3.** The LO recognizes the responsibility of representing the interests of all members of this Bargaining Unit, without discrimination and regards to non-LO membership, with respect to personnel policies, practices, and other matters affecting their general working conditions.

**Section 4-4.** The Employer shall provide to the LO a listing of all Bargaining and Non-Bargaining Unit Positions by Job Number, Title, and Name when requested or as updated.

**Section 4-5.** Changes in bargaining unit status will determined by Federal Labor Relations Authority (FLRA).

## A R T I C L E - 5

### BASIC WORK WEEK AND HOURS OF WORK

**Section 5-1.** ADMINISTRATIVE WORK WEEK: The administrative work week is established as Sunday through Saturday with Sunday as the first day.

**Section 5-2.** BASIC WORK WEEK: The basic work week is established as the first forty (40) hours worked during the administrative work week.

**Section 5-3.** SHIFTS:

a. Standard shifts are established as being eight (8), nine (9), or ten (10) hours in length, plus a one-half (1/2) or one (1) hour period for a duty free lunch break. The duty free lunch break will normally be scheduled between 1030 hours and 1300 hours. Night shift workers normally will be allowed their lunch break midpoint in the shift. It is understood that events may disrupt this time, but this shall not be a continual (normal) practice. Employees scheduled to work through their normal scheduled lunch period will have the option to reschedule their lunch period. The Employer will make every effort to coordinate the workload to allow the uninterrupted lunch break. If the technician is not allowed a lunch break, they will either be released prior to the end of the scheduled shift or be compensated for the additional duty worked, based upon the duration of their regular lunch break.

b. The following are established as standard biweekly shifts for the MTARNG:

(1) "5 - 8's" (five (5), eight (8) hour days per work week)

(2) "4 - 10's" (four (4), ten (10) hour days per work week)

(3) "5/4 - 9's" (eight (8) nine (9) hour days, and one (1), eight (8) hour day biweekly)

c. Standard shift start times may range from 0600 hours to 0900 hours. Start time will be established and remain the same each day throughout the pay period(s). Supervisors and managers may schedule their respective work areas on any of the agreed to shifts, however mission requirements and Department of Military Affairs Montana (DMAMT) regulations will dictate the needed shifts to assure mission accomplishment.

d. The Employer retains the right to establish any other shift required, if mission requirements or special projects dictate a needed change and after Impact and Implement (I&I) bargain with the LO, IAW Article 14.

e. The employee may request special work shift consideration. Considerations include the need for personal and/or family problems (i.e. to attend educational classes, single parents, sickness in the immediate family, etc.)

f. Before any shifts are changed, management will I&I bargain with the LO, IAW Article 14.

**Section 5-4.** SHIFT CHANGE NOTIFICATION: Technicians will be notified of unusual work schedules or duties no less than seven (7) days in advance. Work schedules will be posted in each work area no less than seven (7) days in advance. Shift differential, if authorized, for original shift will be paid if seven (7) 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, or is IAW 5 C.F.R. 610.121 (a) (1), is excluded from the seven (7) day notice requirement.

**Section 5-5.** COMPENSATORY TIME:

a. Overtime pay is not authorized for National Guard Technicians. Compensatory time will be given to technicians on an hour for hour basis for the amount of time spent by them in overtime work in excess of their regular scheduled duty day, IAW applicable regulations. In the event the technician is called back, a minimum of two hours is authorized.

b. The administration of any necessary irregular work is solely a function of the Employer. Factors which will be considered include:

- (1) The nature of the work.
- (2) The need for special skills.
- (3) The priority and the number of employees required.

c. Management may also consider qualifications of employees in the functional area where the irregular work is required, employees who are currently assigned to a particular job, and outside activities of the employee. Employees will be selected for irregular work by seniority (MTARNG Technician Service Date) consistent with job and skill requirements.

**Section 5-6.** STANDBY: No standby at home in a non-pay status will be required of any technician.

**Section 5-7.** REST PERIOD: The rest period (break) may not exceed 15 minutes during each four (4) hours of continuous work.

**Section 5-8.** PREMIUM PAY: All shifts, holiday and Sunday premium pay will be paid as authorized by law or regulation.

**A R T I C L E - 6**

**LABOR ORGANIZATION STEWARDS**

**Section 6-1.** It is recognized by both the Employer and the LO that the efficient administration of the MTARNG Technician force and the well-being of the employees requires that an orderly and constructive relationship be maintained.

**Section 6-2.** The Steward, in each shop or work area, is the employee LO Representative. The Steward becomes the link between the employee and the Employer. The Supervisor of the section concerned will consult with the Steward on all matters affecting conditions of employment of employees of the section. It is understood that the Steward may speak for the employees of the section, but will not be expected to make decisions on contractual matters. The section supervisor or steward may request the presence of the affected employee(s), if mutually acceptable.

**Section 6-3.** The goal of the LO is to have a steward(s) available at each shop or work area to represent the bargaining unit. The Chief Steward, or designee, will represent areas without, or in the absence of, a designated steward.

**Section 6-4.** The LO will furnish HRO a complete list of stewards after each election or anytime a change occurs.

**Section 6-5.** In the event changes are required to the foregoing arrangement, due to reorganization, change in manning or any other such action, the changes will be by mutual consent of the Employer and the LO.

## A R T I C L E - 7

### MERIT PROMOTION AND INTERNAL PLACEMENT PROGRAM

**Section 7-1.** General Provisions:

a. Purpose: Procedures in this article will ensure that each technician in the bargaining unit receives full consideration for all bargaining unit vacancies and all qualified technicians will be forwarded to the selecting official.

b. Scope: This article will be used for filling Area I & III bargaining unit vacancies through promotions, reassignments, and transfers in the MTARNG. It is understood that management retains the right to fill positions by competitive and non-competitive means.

c. Definitions:

(1) Promotion is the movement of an employee within the MTARNG to a position at a higher-grade level, or higher rate of pay.

(2) Internal Placement is the changing of a technician from one position to another through the competitive process, but with limitations to those technicians currently employed within the selected area of employment at the closing date of the advertisement of the position.

(3) Selecting Official (SO) is the hiring official for the vacancy announcement.

(4) Requesting Official (within the directorate) initiates the placement process.

(5) Approving Authority (HRO) authorizes placement action.

(6) Condition of employment (COE), Military Membership in the MTARNG:

(a) Dual Status employees must maintain Military Membership

(b) Non-Dual Status employees are not required to have or maintain Military Membership as a COE.

**Section 7-2.** Individuals are responsible for familiarizing themselves with the provisions of this article and assuring that applications are accurate and complete in relation to the position for which they are applying.

**Section 7-3.** Actions Exempt from Competition:

- a. Promotion results from a technician's position being reclassified at a higher grade.
- b. Placement of over graded technicians entitled to grade retention as a result of Reduction in Force (RIF) or reclassification.
- c. Incumbent competed for an indefinite position that has the potential to convert to permanent.
- d. A technician was downgraded without cause and not at their request, within the last two (2) years, and is re-promoted to an equivalent grade, intervening grade, or position.
- e. The incumbent competed for the position, advertised at multiple grade levels, and an individual development plan (IDP) confirms the Technician is assigned the higher graded duties of the position.
- f. Position changes required by a RIF. (See Article 11)
- g. Selection of a former technician from the reemployment priority list to 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 MTARNG within the past two (2) years.
- h. A temporary promotion is for a period of 120 days or less. (See Article 16-4)
- i. Placing employees, currently on OWCP (Office of Worker's Compensation Program), to a position within the MTARNG.
- j. Management direct reassignments.

**Section 7-4.** Prior to the advertisement of the position, HRO and the SO will:

- a. Prepare, review and/or edit the three (3) to eight (8) Knowledge, Skills and Abilities factors (KSA).
- b. Review the required General and Specialized Experience.

**Section 7-5.** Job Vacancy Announcements (JVA):

- a. Will be posted, for a minimum of fifteen (15) calendar days on [www.usajobs.gov](http://www.usajobs.gov). This time may be shortened upon consultation with the LO.
- b. Are available at the MTARNG webpage ([www.montanaguard.com](http://www.montanaguard.com)) and [www.usajobs.gov](http://www.usajobs.gov).
- c. Positions may be advertised at multiple grade levels with the intent that the most qualified candidate be selected.

**Section 7-6.** The JVA will contain the following information:

- a. Opening and closing dates.
- b. Bargaining Unit Status.

- c. Title, Series, Grade and Salary Range, Organization, and Location.
- d. Appointment factors: Military Grade, Compatibility (BR, CMF, or MOS and unit of assignment when applicable)
- e. Position status:
  - (1) Permanent tenure codes 1 and 2.
  - (2) Indefinite tenure code 3.
  - (3) Not to Exceed, tenure code 0.

**Note:** Applicant does not have to meet military compatibility factors to apply.

- f. Area of consideration and condition of employment.
- g. Equal employment opportunity statement.
- h. Summary of duties.
- i. Pre-Employment Physical.
- j. Promotion potential.
- k. Instructions for applying.
- l. Favorable background check.
- m. Other Factors: Selective Placement, Special job requirements. (Security clearance, driver's license, etc)
- n. KSA's.
- o. Basic Eligibility Qualifying Factors: General Experience and Specialized Experience.
- p. Selective Service registration statement.

**Section 7-7.** The areas of consideration for each JVA will be:

- a. Area I: Dual Status permanent technicians in the MTARNG.
- b. Area II:
  - (1) Temporary and Indefinite Status Technicians of the MTARNG or;
  - (2) Members of the MTARNG
- c. Area III:
  - (1) Non-Dual Status permanent technicians or;
  - (2) Civilian labor force.
- d. Area IV: Those willing and eligible for membership in the MTARNG.

**NOTE:** Positions may be advertised Area I and/or Area II and/or Area IV simultaneously. Area III may not be advertised in conjunction with Area I and/or Area II and/or Area IV. It is intended that Bargaining Unit Technicians will receive first consideration for internal placement or merit promotion for a bargaining unit position.

**Section 7-8.** Application Procedures. Applicants are encouraged to contact the HRO for assistance in completing their application using the following procedures:

- a. To obtain Job Announcements, apply online or download application forms, visit [www.usajobs.gov](http://www.usajobs.gov). Job Announcements and position descriptions are also posted on the MTARNG webpage.
- b. Submit completed application package online or by fax to USAJOBS.
- c. Application must be received by USAJOBS no later than 2200 hours Mountain Standard Time on the closing date.

**Section 7-9.** Application Review:

- c. Dual Status positions: To determine basic eligibility, HRO reviews applications to ensure applicants meet all general and specialized criteria in the JVA. Applicants not basically qualified will be sent a notice addressing areas where qualifications were not met.
- d. Non-Dual Status positions: The Office of Personnel Management (OPM) Delegating Examining Unit (DEU) personnel will determine the eligibility of applications forwarded to HRO using the established OPM staffing criteria.

**Section 7-10.** HRO will review all respective applications for basic eligibility. Managerial and supervisory applicants applying for bargaining unit positions will be considered as Area II. HRO will forward the applications, and certificate (JVA package) to the SO.

**Section 7-11.** The SO should endeavor to complete the below-indicated process within ten (10) working days after receiving the JVA package.

The SO:

- a. Will conduct the interview, chair the interview panel or appoint the interview panel, IAW the merit promotion plan. If personal interviews are not possible, telephone interviews may be conducted.
- b. Will inform candidate of requirements necessary to become fully qualified.
- c. May unofficially notify all candidates of their selection/non-selection prior to closing the certificate. When notifying candidates, the first notification will be to the selected candidate then all remaining candidates.
- d. Will forward written justification to the HRO for approval, if all Area I candidates on the certificate are rejected.
- e. Will return the completed JVA package to HRO.
- f. Will arrange a release date of the candidate selected with losing supervisor. Normally the release is within two (2) weeks after the selection. The release must be at the end of a pay period.

**Section 7-12.** A position simultaneously advertised to Areas I, II, and IV, and there are four or more Area I candidates, the following procedures apply:

- a. If the SO selects an Area I candidate, the certificate may remain open for 90 days to facilitate a selectee who declines or fails to report. When the selectee reports for duty, the certificate is closed.

b. The SO is required to provide written justification to the HRO, if a lower graded candidate is selected for a multiple grade JVA.

c. The SO may request Area II and Area IV packets. Written justification of the request will be forwarded to HRO. After discussion with LO President, HRO will approve or disapprove the request. Upon approval, Area II, and Area IV candidates will be forwarded to the SO.

d. If no selection of an Area I candidate is made, the SO will provide written justification to HRO. After discussion with LO President, HRO will approve or disapprove the non-selection.

**Section 7-13.** A position simultaneously advertised to Areas I, II, and IV, and there are three or less Area I candidates, the following procedures apply:

a. The Selecting Official (SO) will review the Area I JVA package for first consideration.

b. If an Area I is selected the certificate is closed. If no Area I candidate is selected, the SO then considers the Area II and Area IV packages.

c. If the SO selects an Area II or Area IV candidate, written justification of non-selection of Area I candidate(s) will be forwarded to HRO. HRO will notify the LO President.

d. If no Area II or Area IV candidate is selected, the SO may review the Area I package for reconsideration. Any placement action will close the certificates.

e. If after reconsideration, no selection of an Area I candidate is made, the SO will provide written justification to HRO. After discussion with LO President, HRO will approve or disapprove the non-selection.

**Section 7-14.** Candidates will receive official notification, in writing, of their selection from HRO or non-selection from USAJOBS.

**Note:** Candidates should receive official notification within forty five (45) calendar days after the closing date of the JVA.

**Section 7-15.** Dual Status technicians must meet compatibility requirements within one (1) year of effective date of placement. Waivers may be granted under established policies.

**Section 7-16.** If management chooses not to fill the position prior to the receipt of the certificate, the certificate may remain open for one (1) year.

**Section 7-17.** Should a non-selected technician wish to know the possible reason(s) for non-selection, they may request an administrative review of their qualifications. HRO will address the areas where improvement can be made to enhance the individual's selection potential.

**Section 7-18.** Grievance: A grievance will not be considered when it is based solely on non-selection.

a. A technician who grieves the selection process, for which they were an applicant, will use the negotiated grievance procedure.

b. The HRO, upon written request, will provide a copy to the employee or the employee's representative of the criteria used in assessing the employee's

qualifications and the selection criteria. Material provided will comply with the Privacy Act.

- c. No further merit promotion and internal placement action of this JVA will take place until the grievance is resolved.

## A R T I C L E - 8

### OFFICIAL TIME FOR EXCLUSIVE REPRESENTATIVES

**Section 8-1.** Official time will be made available, without loss of annual leave, during normal duty hours for the LO representatives to conduct business that is reasonable, necessary, and of public interest.

**Section 8-2.** Official time for LO Representational Duties will be granted in the following manner: The supervisor must concur unless the mission of the section cannot be accomplished without the presence of that representative. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative.

- a. The LO representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area.

- b. Official time for LO Steward and Officer Training will be granted in the following manner. The LO President or designee will provide HRO with the agenda (times and dates) for approval. Upon approval HRO will provide supervisors a notice of requested training.

**Section 8-3.** Official time provisions include, but shall not be limited to:

- a. Stewards(s) conferring with employees and/or supervisors on grievances.
- b. Attending Labor/Employer meetings, participating in the State Safety Council, and attending Environmental Differential Pay/Hazard Duty Pay meetings to confer on procedures and implementation of policies. Additional meetings may be called by either party, as required.
- c. Reasonable preparatory time for negotiations, actual negotiations, appeals, grievances, complaints, I&I procedures or scheduled meeting.
- d. To prepare and maintain records and reports required of the LO by federal agencies. To maintain financial records and books required to complete required reports.
- e. Travel time to and from pre-arranged meetings with the Adjutant General or other Employer officials. LO representatives will receive travel and per diem IAW applicable Joint Travel Regulations (JTR).
- f. Conduct of Safety Surveys (See Article 20-10).
- g. Lobbying Congress on desired legislation.
- h. Each LO Steward and Officer is authorized official time for sponsored training or outside training programs.

**Section 8-4.** Civilian Attire: LO representatives are not required to wear the military uniform while performing representational functions or other LO activity related functions. These functions include but are not limited to:

- a. Labor/Management seminars in state.
- b. Labor/Management seminars at commercial facilities sponsored or hosted by the National Office of the Association of Civilian Technicians, U.S. Department of Labor, Department of Defense, Wage Fixing Authority, etc.
- c. Performing representational duties on behalf of bargaining unit members, to include investigations and complaints.
- d. When representing the LO on committees, at hearings, or at third party proceedings.

## A R T I C L E - 9

### GRIEVANCE AND ARBITRATION PROCEDURES

**Section 9-1.** General: Technicians 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 technician chooses not to have representation, that waiver must be in writing. The LO President 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 this agreement. A grievance will be formally presented normally no 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.

**Section 9-2.** Definition: 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 collective bargaining agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

**Section 9-3.** 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.

**Section 9-4.** 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, or health insurance.
- 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. This matter may be appealed IAW TPR 511.
- f. An EEO complaint or remedy.
- g. Performance ratings brought before the Agency appeal panel.
- h. Actions taken pursuant to the provisions of Public Law 90-486, Section 709(f), (1) through (6).

**Section 9-5.** Exclusive Procedure: The Employer and the LO agree that this negotiated procedure is the exclusive procedure available to the LO and the employee(s) in the bargaining unit for processing of any grievance.

**Section 9-6.** 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 this right, the employee(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

**Section 9-7.** Grievance File: A grievance file will be maintained by the HRO.

**Section 9-8.** Presenting a Grievance:

- a. A grievance must be presented using the agreed to grievance form (See Attachment 'A').
- 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.

**Section 9-9.** A reasonable amount of time, without charge to leave, will be afforded IAW the following:

- a. To the employee to discuss, informally, with their first line supervisor and/or their LO representative, any dissatisfaction the employee may have.
- b. To a LO representative to discuss, informally or formally, with the

appropriate management official, any complaint the LO may have concerning matters under this agreement.

c. To the employee and the designated LO representative for preparing and presenting the grievance.

**Section 9-10.** Employee Grievance:

a. It is agreed that settling problems may be accomplished informally. 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 an informal settlement cannot be agreed to, the following procedure will be utilized:

**STEP 1**

The grievance will be prepared, in writing, utilizing the agreed to form (Attachment A). The grievance will be presented to the appropriate Directorate, who will provide an informational copy of the grievance to the HRO. The grievance and information will be discussed at the time of presentation of the grievance. The Directorate will provide a determination of settlement, in writing, to the grievant 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 AG within fifteen (15) working days. A decision, in writing, will be rendered within fifteen (15) working days to the grievant and the LO.

**Section 9-11.** LO GRIEVANCE:

a. LO initiated grievances will name the Director of the Joint Staff as the 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 Director of the Joint Staff, with an informational copy forwarded to the HRO. The event(s) leading to the grievance will be discussed with the Director of the Joint Staff at the time of the presentation of the grievance. The Director of the Joint Staff 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 Director of the Joint Staff 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.

**Section 9-12.** 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 denying a grievance. This is to ensure the LO has all the necessary information for a determination to invoke or not invoke the provisions of Section 9-13.

**Section 9-13.** ARBITRATION PROCEDURES: Only the LO or the Employer may invoke Arbitration Procedures. Arbitration may be used to settle unresolved grievances. 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 questions on the merit(s) of the case.

**Section 9-14.** 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 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 this section is to allow the parties to select from the remaining names on the list or request a list of seven additional names.

**Section 9-15.** ARBITRATION EXPENSES: Expenses incurred for the arbitrator will be shared equally by the Employer and the LO. If a transcript is required or used during the arbitration proceedings, Employer agrees to pay for any costs that might be incurred. Upon request, a copy of the transcript will be provided to the LO at no charge.

**Section 9-16.** DATE AND LOCATION: The arbitration hearing shall be held on a date and a location mutually agreed upon by the parties.

**Section 9-17.** Federal Labor Relations Authority (FLRA) EXCEPTIONS: The parties understand the FLRA 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.

**Section 9-18.** COMPLIANCE: A 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 - 10

### DISCIPLINE

#### **Section 10-1.** GENERAL:

a. This article applies to matters of CONDUCT only. Actions taken in relation to JOB PERFORMANCE will be done IAW the agency performance appraisal system and any contract modifications. It is acknowledged that in some cases, disciplinary actions are necessary. Management will take disciplinary action IAW applicable law and government-wide regulation in order to promote the efficiency of the service, and will not be used as a means of harassment to personnel.

b. The parties recognize that there are three types of employee actions that may be appropriate; non-disciplinary, disciplinary, and adverse action. These actions will be administered to promote the efficiency of the service through correcting offending employee's and problem situations to maintain discipline and morale among other employees. A supervisor should consider a closer degree of individual supervision and/or 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 employee's supervisor.

#### **Section 10-2.** Representation:

a. Prior to discussions that may lead to disciplinary or adverse actions; the supervisor will notify the employee of the right to LO representation. If the employee accepts representation, no further questioning will take place until the representative is present. If the employee chooses not to have representation, they must decline representation in writing. The LO President will be served a copy of the declination.

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.

#### **Section 10-3.** Non-disciplinary Action:

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 may request a LO representative.

b. Counseling interviews will be recorded on Supervisor Employee Brief in pencil. Entries must be initialed by the employee as acknowledgement. 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. Retention of these entries may not exceed three (3) months.

c. An oral admonishment:

(1) Is a non-disciplinary 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.

(2) Will be annotated in pencil (date and subject) on the Supervisor Employee Brief Entries must be initialed by the employee as acknowledgement. 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. The admonishment may not be retained longer than twelve (12) months.

d. To protect confidentiality of records and to preserve the privacy of the employee, records will be maintained at the lowest level of supervision excluded from the bargaining unit. Record access will be limited to management and the employee concerned. With written permission from the employee, representatives may review their records.

**Section 10-4.** Disciplinary Action:

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

b. Before disciplining an employee, the supervisor will gather all available facts and discuss them with the employee, informing them of the reason for the investigation. After considering the employee's response, the supervisor will then advise the employee if the discussion resolved the matter. If a letter of reprimand is decided upon the following procedure will apply.

(1) A written reprimand will:

(a) Be signed by the Employer after coordination with HRO for contract and regulatory compliance.

(b) Be presented to the employee. The employee may have a LO representative, if so desired.

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

(d) Inform the EMPLOYEE that the written reprimand will be filed as a temporary document maintained in the Human Resource Office until a specific date. Retention period can be up to twenty-four (24) months.

c. An appeal of 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.

**Section 10-5.** Adverse Action:

a. Is an administrative action that results in removal, suspension, or reduction in grade or compensation of any employee. An adverse action is recorded on a Standard Form 50 (SF) and remains in the employee's OPF permanently.

(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 adverse action. The Employer 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 (i.e., the employee's ability to perform their duties, the Employer's ability to fulfill its mission, etc.).

b. The following, as required by Technician Personnel Regulation (TPR) 752, will be the sequence of events for an adverse action:

(1) Employees will be given at least a thirty (30) calendar day notice of proposed adverse action, signed by the management official 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.

(2) The employee will be given a Notice of Original Decision, signed by the Deciding Official that will state the specific action being taken. Upon receipt of the decision the EMPLOYEE has twenty (20) calendar days to file for one of the following: Appellant Review by the AG, or an Administrative Hearing conducted by a NG hearing examiner.

(a) An employee requesting an appeal shall state their dissatisfaction and may include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the employee requests representation.

(b) If the employee requests a hearing, the HRO will submit a written request to NGB-TN (technician) for a list of examiners. In turn, NGB-TN 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. If a mutual agreement cannot be reached a random selection will be made. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner. 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.

(c) An Adverse Action will be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action upheld. If a removal action is appealed and the employee is prohibited from remaining in the workplace, they may request to use appropriate leave or Leave Without Pay (LWOP); otherwise, the removal action may be processed.

**Section 10-6.** Records:

a. In any disciplinary action, an employee will, upon written request, be furnished a copy of all written documents in the Employer's files which contain evidence used by the Employer to support the disciplinary action, consistent with the Freedom of Information Act.

b. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee must initial the entry. 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.

## ARTICLE - 11

### REDUCTION IN FORCE

**Section 11-1.** The AG is responsible for implementing a Reduction In Force (RIF).

**Section 11-2.** Procedures relating to RIF will be governed by provisions of TPR 300(351) and the Statute. The detailed procedure to effectuate this article will be IAW Article 14 (I&I) of this Agreement. Further it is agreed between the parties that procedures used by Management officials in exercising their authority are negotiable and to that extent the AG, in recognizing the responsibility of the LO to represent the bargaining unit employees, agrees to negotiate appropriate arrangements for bargaining unit employees adversely affected by implementation of this article.

**Section 11-3.** Definitions:

a. RIF occurs when a Technician is released from a competitive level by separation, change to lower grade, furlough for more than thirty (30) days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising reemployment or restoration rights requires the agency to release the technician.

b. At the time a potential RIF notification is received from NGB, the Labor/Management negotiating team will establish that portion of the bargaining unit affected (Reference: TPR 300.351, dated 22 Nov 1993).

c. Competitive Levels:

(1) A competitive level consists of all positions within a competitive area, which are in the same grade, same service (Excepted or Competitive) and are so alike in qualification requirements, duties, and responsibilities that the incumbent can be moved from one position to another without undue interruption of the work program. The occupational series and the position description may be used as a guide in determining competitive levels.

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

(3) Non-bargaining employees will not compete with bargaining unit employees for bargaining unit positions.

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

(1) GROUP I - Technicians under permanent appointment who are not serving on trial/probationary periods.

(2) GROUP II - Technicians serving trial/probationary periods.

(3) GROUP III - Technicians who have been given indefinite appointments in the excepted service (Indefinite Employees).

e. Retention Registers: Technicians are listed in descending order, within their competitive levels, starting with the technician 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) Within each group by years of service as augmented by credit for performance beginning with the earliest Technician Service Date (TSD). TSD equals length of continuous service as a technician in the MT ARNG.

(2) The additional service credit for technician's performance shall be expressed in additional years of service, and shall consist of the mathematical average of the technician's last three annual performance ratings of record 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.

**NOTE:** Technicians who do not have three current appraisals on file will be credited with a fully successful rating for any missing appraisals.

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

(4) Once notification for a potential RIF has been received from NGB and an appraisal cutoff date has been established, receipt of a new performance appraisal will not affect the technician's standing in the current reduction in force.

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

**Section 11-4.** HRO Responsibilities:

a. Meet with the LO to explain the need for a RIF and provide all documents and correspondence received relative to the RIF action. The parties will then I&I the appropriate procedures to be used.

b. After I&I with the LO, notification of the RIF will be in the form of a posted written general notice as far in advance as possible. In any case however, the notice will not be less than 120 days. The General Notice will contain as a minimum:

(1) The established competitive area.

(2) The established cutoff date for appraisals.

## A R T I C L E - 12

### PAYROLL DEDUCTION

**Section 12-1.** The SF 1187, supplied by the LO, authorizes automatic payroll deduction for LO dues.

**Section 12-2.** The completed SF 1187 will be given by the LO to the Customer Service Representative (CSR).

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

b. The SF 1187 may be submitted at any time. The payroll deduction is effective the first full pay period following the submission of the form to the CSR.

c. Payroll deductions shall be terminated when:

(1) The employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action resulting in loss of exclusive recognition by the LO;

(2) The agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD;

(3) The employee has been suspended from the LO.

**Section 12-3.** The Employer agrees to provide the LO with copies of the SF 1188 used in revoking dues allotments. These forms will also be available in the HRO to those employees wishing to revoke their dues withholding.

a. The CSR shall date and initial all copies of the SF 1188 upon receipt from the employee. The second copy of the SF 1188 shall be forwarded by the CSR to the LO within five (5) workdays after receipt of the signed form from the employee.

b. The first day of September shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the CSR no later than 15 August. Dues revocation shall not become effective until the first full pay period in September.

c. New members shall have the option of dues revocation on the first annual anniversary date after election to participate. Dues revocation form must be submitted to the CSR not later than the last workday in the month preceding their anniversary date. The effective date of revocation will be the first full pay period after their anniversary date. After the first anniversary date, revocation may only be made IAW with paragraph 2c above.

## A R T I C L E - 13

### A.C.T. LEAVE OF ABSENCE

**Section 13-1.** The Employer agrees that with adequate written notice (fifteen (15) work days) an employee in that unit who has been elected or appointed to a LO office, or as a delegate to an A.C.T. 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.

## A R T I C L E - 14

### IMPACT and IMPLEMENTATION (I&I) BARGAINING

**Section 14-1.** Purpose: Prior to implementation of any event that could impact one or more members of the bargaining unit, the Employer 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 Employer action, which could affect a bargaining unit member's condition of employment.

**Section 14-2.** Appropriate matters for I&I Bargaining include Personnel policies and practices as they apply to working conditions such as, but are not limited to:

- (a) Safety;
- (b) Labor management cooperation;
- (c) Employee services;
- (d) Methods of grievance adjustments;
- (e) Appeals;
- (f) Granting/denial of leave;
- (g) Promotion plans, demotion practices;
- (h) Reduction in force procedures;
- (i) Hours of work;
- (j) TDY assignment procedures.

**Section 14-3.** Changes Affecting Working Conditions: The Employer agrees to furnish the LO president or designee drafts of appropriate regulations/policies affecting working conditions for review prior to implementation. If the LO desires formal discussion concerning contents of the drafts, the LO should contact the Employer within five (5) working days after receipt to establish a meeting time/place to discuss the matter.

**Section 14-4.** Meetings:

- a. Upon notification by the LO, the Employer agrees to meet and confer as soon as practicable, at a date and time reached by mutual consent.
- b. The Employer and the LO agree to render decisions on issues not resolved at the meeting, normally within four (4) working days, unless it is mutually agreed otherwise.
- c. Consistent with the above, and within the authority to do so, the Employer agrees not to make changes in personnel policies and practices that affect working conditions without prior negotiations/consultations with the LO to include impasse procedures.

## A R T I C L E - 15

### NEW EMPLOYEE COUNSELING PROCEDURES

**Section 15-1.** Procedures:

- a. The Employer will establish procedures to assure that a new employee will be counseled on all aspects of technician employment within one (1) pay period after effective date of employment.
- b. New employee briefs normally will be conducted the first Tuesday of each pay period. The LO may participate in the counseling.
- c. The LO will be included on distribution of the new hire list.

**Section 15-2.** Checklist:

- a. A checklist will be used.
- b. After the employee has been counseled, the employee and the counselor will sign the checklist and it will be maintained in the HRO.

## A R T I C L E - 16

### DETAILING OF TECHNICIANS

**Section 16-1.** Definition:

- a. A detail is an official personnel action temporarily assigning a technician to a different established or pending position for a specified period of time, with the technician 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.

**Section 16-2.** Procedures: The Employer realizes and acknowledges that details of technicians out of their assigned position must be used 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. When more than the required number of volunteers are available the highest Montana TSD seniority will be used to determine the volunteer(s).
- b. When an inadequate number of qualified technicians volunteer for a detail, the Employer agrees to rotate the assignment among the qualified individuals in the area of concern. Lowest Montana TSD seniority will be used to determine rotation.
- c. To the extent possible, the Employer agrees to fill all technician position vacancies that may impact on bargaining unit members rather than use details.

d. It is recognized that there may be isolated instances when management cannot apply these procedures. In those instances, the Employer agrees to explain the circumstances to the affected employees and the LO.

**Section 16-3.** Recording of Details: Official details will be recorded on an SF 52.

**Section 16-4.** Temporary Promotion: When the Employer requires the duties of a higher graded position to be performed for greater than one (1) pay period, the employee will be temporarily promoted rather than detailed. A SF 52 will be submitted no later than ten (10) working days prior to the requested action. If the temporary promotion, to a bargaining unit position, is to last for one hundred and twenty (120) days or longer, the position must be competed (See Article 7).

**Section 16-5.** Job Enhancement: The Employer 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.

## A R T I C L E - 17

### PERTINENT INFORMATION AND DIRECTIVES APPLICABLE

#### TO THE EMPLOYER AND THE LABOR ORGANIZATION

**Section 17-1.** Employer Information: The Employer agrees to place the LO on distribution for all pertinent Technician Personnel Regulations and assure that additional policies and directives of the agencies (DOD, NGB and OPM) are made available.

**Section 17-2.** LO Information: The LO agrees to provide the Employer with any pertinent labor/management relation's publications and directives that they receive. They also agree to provide changes, as they occur, of the LO officers/stewards.

**Section 17-3.** Technician Manning Document: The Employer agrees to furnish the LO, upon request, a copy of the Technician Manning document and voucher for the MTARNG. The document will be redacted of any internal security/military data prior to release to and upon release the LO will comply with any internal security requirements related to access and control of the document.

**Section 17-4.** Technician Bargaining Unit Status: The Employer shall provide to the LO a listing of all Bargaining and Non-Bargaining Unit Positions by Job Number, Title, and Name when requested or as updated.

## A R T I C L E - 18

### DUTY UNIFORMS

**Section 18-1:** Issue: The Employer will furnish at no cost to the employee (to include Indefinite Appointment employees) a number of serviceable 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. Number of uniforms to be determined by the current annual MOA.

**Section 18-2:** Hazardous Material Cleaning:

a. The employer will provide washers or adequate laundry services 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 technician duties. This will be at no cost to the employee, and will be subject to restrictions that may apply from the MTARNG Environmental office. Any restrictions that apply will be posted within the area, so employees are aware of the prohibitions.

b. Issued work clothing that is severely contaminated with hazardous materials, fuel, oil, grease etc. will be replaced by the issuing activity.

## ARTICLE - 19

### JOB PERFORMANCE PLANNING AND APPRAISALS

**Section 19-1.** Introduction: The Employer and the LO recognize the vital nature of the performance evaluation process to the entire MTARNG. The effectiveness of the performance evaluation system is a combined responsibility of each employee and their supervisor. The employee's performance plan and appraisal will be accomplished IAW current regulations.

**Section 19-2.** Appraisal Period:

- a. Technicians will be given an appraisal annually. An appraisal status report will be available upon request for review by the employee or the LO.
- b. A minimum of 120 days supervision under an established or revised critical element standard is required before an appraisal can be rendered.
- c. Technicians will receive an appraisal under their current performance plan when transferring jobs, at the time of the transfer, provided a minimum of 120 days has elapsed since the previous appraisal.
- d. A closeout appraisal will be rendered when there is a change in the immediate supervisor. When there is less than 120 days of supervision, a close out is not necessary. The new supervisor will be responsible for the Annual Performance Appraisal.

**Section 19-3.** Identification of Performance Standards and Job Elements:

- a. TPR 430 will be used as a guide in the development of performance standards and identification of critical elements.
- b. The supervisor, with employee participation, will establish performance standards and critical elements that are an accurate reflection of duties to be performed, and then sign and date the Performance Planning and Appraisal Form.
- c. When a supervisor and technician cannot agree on critical job elements and performance standards, the reviewer (that individual available within the supervisory chain of command) participating with the appraiser will attempt to resolve any disagreement.
- d. The employee has the right to grieve, the content of performance standards that are inconsistent with law, rule, regulation, or a Position Description that does not accurately reflect the actual duties performed.
- e. A completed copy of the performance plan will be provided to the technician at the beginning of the appraisal period and whenever a revision occurs.

**Section 19-4.** The Appraisal: The employer is responsible for establishing the performance plan, conducting a semi-annual review, and submitting a copy of the appraisal to the HRO. When the performance evaluation is completed the employee receives a copy of the appraisal. The original is forwarded to the HRO for placement in the employee's performance folder.

- a. At the end of the appraisal period the supervisor will review the

technician's appraisal with the technician. The technician may question the supervisor on the appraisal.

b. The employee may be given the opportunity to grieve the results of the appraisal.

c. If the technician experiences a problem receiving a timely performance evaluation or has questions concerning performance evaluation process, that employee is entitled to bring the matter to the supervisor's attention, contact the HRO, or LO.

d. Appraisals will be completed fifteen (15) days after the appraisal date. If an appraisal cannot be completed on time the technician will be notified in writing by the supervisor. This notification will include an explanation for the late appraisal. The appraisal will then be dated when the rating of record is completed and signed.

**Section 19-5.** Appraisal of LO Officials: The time spent by LO representatives in the performance of their representational duties will not be taken into account when accomplishing a performance appraisal. The appraisal should be based solely on performance of their officially assigned work.

**Section 19-6.** Unacceptable Performance:

a. Technicians will be informed when their performance is unacceptable in any element of the job. Technicians will be assisted in improving areas of unacceptable performance by counseling, increased supervisory assistance, or additional training. No action based on unacceptable performance will be taken until critical job elements and performance standards have been identified in writing, the technician has been given a copy of these standards, and the technician has been given a performance improvement plan (PIP) (Reference TPR 430).

b. If the technician's performance in any critical element continues to be unacceptable, the technician may be reduced in grade (demoted), removed, or reassigned IAW TPR 430.

## A R T I C L E - 20

### HEALTH, SAFETY AND WELFARE

**Section 20-1.** It is acknowledged that certain tasks performed involve a degree of hazard. To the extent the Employer determines 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.

**Section 20-2.** Safety Council:

- a. The MTARNG Safety Council has been established to provide a forum for discussion of safety and health problems and to make recommendations to the Director of the Joint Staff on safety related matters.
- b. The Council meets quarterly IAW Army Regulations to discuss Occupational Safety and Health (OSH) problems and to resolve hazard problems that are not resolved at a lower level.
- c. The LO will be notified of the Council agenda items that deal with employee oriented OSH matters or LO submitted Hazard Reports. The LO will be authorized two (2) representatives on the Safety Council.

**Section 20-3.** Environmental Differential/Hazardous Duty Pay: Requests will be handled IAW DMAMT Reg. 690-532 as agreed to, by the Employer and the LO.

**Section 20-4.** Worker's Compensation: Employees shall immediately report job related injuries or illness to their supervisor. The supervisor, with the employee, shall ensure 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 the Employer'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 to ensure all required procedures are accomplished. In the event of a worker's compensation claim, the Employer will advise the employee as to their entitlements and obligations under the Federal Employee's Compensation Act.

**Section 20-5.** Extreme Cold: The Employer and the LO mutually recognize the hazards of working in extremely cold temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extents even in the most extreme temperatures. It is acknowledged that it is the responsibility of each employee to ensure 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 cold weather protective gear will be furnished by the Employer at no cost to the employees, IAW current annual MOA.

- a. The Employer acknowledges that there are certain cold factors beyond which employees are incapable of performing sustained work.
- b. Therefore, the following chill factor table indicating the duration of outside work that may be performed without rotation to inside work for a fifteen (15) minute warm-up is hereby agreed to.

CHILL FACTOR EXPOSURE TEMPERATURE (F)	TIME LIMIT FOR HOURS/MINUTES
-50 and under	:05
-45	:10
-40	:20
-35	:30
-30	:45
-25	1:00
-20	1:15
-15	1:30
-10	1:45
-05	2:00

c. It is realized that tolerance between employees 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.

d. The official temperature and wind velocity will be obtained from the Local Weather Service.

**Section 20-6.** TDY Safety: When technicians are TDY, full consideration will be given by the Employer to ensure the task is accomplished in the most safe and expedient manner.

**Section 20-7.** Personal Protective Equipment (PPE).

a. All PPE authorized by regulations and the applicable Common Table of Allowances (CTA) will be provided by the Employer at no cost to the technician, IAW current annual MOA.

b. The Employer will purchase safety eye glasses and safety prescription glasses as required. The technician will furnish a current eye glass prescription and new prescriptions as their vision changes.

**Section 20-8.** Hazardous Communication (HAZCOM) Training Program:

a. HAZCOM will be made available IAW current DOD directives and Army OSH standard.

b. All personnel will receive the training required by the directives and standards detailing the hazards associated with chemicals used in their respective shops. To the extent Management determines to be feasible and practical, 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 29 C.F.R. and applicable DoD directives.

c. All training will be documented.

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

**Section 20-9.** 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, surface vehicles and equipment.
- (2) Operation and maintenance of facilities.
- (3) Training and education programs.
- (4) Work environment.

c. Hazards should be reported immediately so action can be taken. The local safety officer will be immediately notified. Oral reports for imminent danger situations are mandatory. 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, a Hazard Report (DA Form 4755) will be prepared and given to the section supervisor. Hazard Reports may be submitted anonymously, directly to the Safety Office.

d. The Safety Office will review and evaluate the report IAW current regulations.

e. If after review and processing of the report by the Safety Office, the originator is not satisfied, the employee may file a grievance.

f. The term "imminent danger" means any condition or practices in the work place which could reasonably be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient) immediately or before there is sufficient time for imminence of such danger to be eliminated through normal procedures.

(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 risk of death or serious bodily harm, 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 an imminent danger, then the Employer shall request an inspection by the Safety person 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 person decide the condition does not pose an imminent danger and or if the supervisor gives the instruction to return to work after corrective action is taken, the employee may choose between:

(a) Performing the work or;

(b) Refusing to perform the work. Refusal by the employee is justified if there is reasonable basis for the employee to believe imminent danger is still present.

**Section 20-10.** Safety Survey: Two (2) LO representatives shall be given the right to be present on official time during any safety survey.

## A R T I C L E - 21

### TEMPORARY DUTY TRAVEL

**Section 21-1.** Authorization: Temporary Duty Travel (TDY) on military aircraft shall be by those employees and persons authorized to do so under DOD Directive 4515.13-R.

**Section 21-2.** Per Diem: Per Diem for TDY as a technician shall be paid at the maximum rate authorized IAW the JTR.

**Section 21-3.** Special: Employees will use the method of transportation administratively authorized on TDY orders as most advantageous to the government. Any person traveling by a mode of transportation other than the authorized means shall be paid only for the constructive cost of the mode authorized by the transportation office. If Privately Owned Vehicle (POV) is authorized as advantageous to the government, the employee may be required to transport other passengers, tools and/or equipment. When the actual POV costs are less than the constructive costs, reimbursement will be in the amount of the actual costs.

**Section 21-4.** Seven Day TDY Notice: Prior to TDY, employee(s) shall be briefed by an Employer representative no later than seven (7) days prior to the technician's departure, when possible. The briefing will include, but not be limited to; areas concerning pay, allowances, types of leave used, use of credit cards and acceptance of them at the TDY location, and the names of supervisors in charge of all aspects of the mission.

**Section 21-5.** Travel Voucher: The employee will submit a travel voucher within five (5) workdays after completion of travel. The filing of travel vouchers and time spent obtaining per diem/travel arrangements may be accomplished on duty status.

**Section 21-6.** Travel Advance: The primary source of advance travel funds will be through the government issued credit card. The issue and use of credit cards will be IAW law, rule and regulation.

**Section 21-7.** Comp Time for travel:

a. Comp time for travel is paid leave earned for time spent in a travel status away from the employee's official duty station outside normal duty days/hours.

(1) When traveling by a common carrier:

(a) Comp time begins one hour prior to the scheduled departure from the carrier terminal of an airport in the commuting distance.

(b) Comp time is computed for travel (minus the employee's normal home-to-work/work-to-home commuting time) to arrive at an airport outside the commuting distance one hour prior to departure.

(c) Comp time ends when the employee has reached the TDY location that is designated on official orders.

(2) A technician choosing not to use a common carrier is only eligible for the amount of Comp time as computed (2) (a) (b) and (c) above.

(3) When travelling by government auto comp time is calculated for all hours travelled outside the normal duty day.

(4) When travelling by POV comp time is calculated for all hours outside the normal duty day; minus your normal commute time to work when departing from Home of Record.

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

## **A R T I C L E - 22**

### **POSITION DESCRIPTION**

**Section 22-1.** Position Description (PD)'s will be an accurate listing of the major duties required by the Employer to be performed by the affected technician(s). When a new or revised PD is implemented, the affected technician(s) will receive a copy.

**Section 22-2.** 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 employee is currently graded. This does not preclude the Employer from assigning additional, 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 law, rule, regulation or this agreement.

**Section 22-3.** Additional Duties:

a. The Employer will attempt to avoid assigning additional duty requirements that would create unnecessary hardships, potential health hazards or discrimination against any employee or group of employees.

b. Vacancies occur from time to time that are not or cannot be filled due to Employer decisions. Duties, created by these vacancies, may be equitably distributed among the remaining work force in the area of concern.

c. The Employer agrees to fill, when possible, bargaining unit vacancies in lieu of additional duties.

## ARTICLE - 23

### LEAVE

**Section 23-1.** General: DMAMT REG 690-990 establishes the basic leave policies for technicians of the MTARNG. No changes will be made by the Employer to any provision of the regulation which affects technicians in the bargaining unit without first I&I bargaining (see Article 14). The provisions of this regulation are subject to this negotiated agreement.

**Section 23-2.** Annual Leave:

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

b. Scheduled Annual Leave: Each technician 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 of the employees. In situations where mission essential employees are requesting leave for the same period, the technician(s) with the most seniority (MTARNG TSD) will be given preference.

c. Unscheduled Annual Leave: The employee will contact the supervisor before the start of the shift or prior to leaving the work place. The Employer agrees to grant the request for unscheduled annual leave, if possible. In situations where the employee finds it impossible to contact the supervisor, a two (2) hour notification period is in effect.

d. Annual leave will be charged to a technician's account in one half-hour increments.

e. A maximum of 240 hours of accumulated leave may be carried forward to the new leave year without forfeiture. Individual requests for carry-over of annual leave in excess of 240 hours will be accomplished IAW DMAMT 690-990/TPR 630. Supervisory recommendations to do so must be in writing and forwarded to the HRO three (3) pay periods 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 negotiated grievance procedure.

**Section 23-3.** Leave Transfer: The leave transfer program is a program to donate annual leave to another employee's leave account. When the need arises, this program will be implemented IAW current applicable regulations. Changes to implementing instructions will be I&I bargained.

**Section 23-4.** Sick Leave:

a. Sick leave will be charged to a technician's account in one half-hour increments. Sick Leave will be authorized only in bona fide cases. It is the responsibility of the supervisor to ascertain whether absences are properly chargeable to sick leave. Medical documentation may be required under the following conditions:

(1) For absence in excess of three (3) consecutive workdays.

(2) For absences for short periods at frequent intervals whenever there is reason to believe that the sick leave privilege is being abused. Management has the right to require documentation. Management may choose to counsel and/or advise technicians prior to imposing this requirement.

b. Sick leave is authorized upon request for medical appointments which includes reasonable travel time as necessary for both local and non-local appointments.

c. Sick leave is authorized for self or family non-serious medical conditions as provided by Family Medical Leave Act (FMLA) Employees are encouraged to contact HRO for their specific circumstances.

d. FMLA: Employees with self or family serious medical conditions contact HRO for guidance and approval procedures.

**Section 23-5.**

a. Compensatory time may be used for performance of inactive duty training or active duty for training instead of annual leave or leave without pay.

b. Compensatory time will be administered (in one half hour increments) between the supervisor and the individual concerned. Such time will be administered in the same manner as annual leave.

c. Compensatory 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 pay period, the compensatory time will be forfeited. There is no provision for the reinstatement of compensatory time not used by the end of the twenty-sixth pay period from the pay period in which it is earned. It is the technician's responsibility to request use of compensatory time to avoid its loss. Payment for unused compensatory time is not authorized.

**Section 23-6.** Maternity/Adoption Absence: The employee may choose to use any combination of sick, annual, comp, or LWOP for maternity/adoption purposes, IAW the FMLA. Employees are encouraged to contact HRO for their specific issues.

**Section 23-7.** Work Related Injury: Technicians are entitled to a Continuation of Pay (COP) status for a period not to exceed forty-five (45) days for any covered incapacitating injury or recovery period required by a medical provider.

**Section 23-8.** Leave Without Pay (LWOP): 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 or situations.

**Section 23-9.** Excused Absences (paid leave) may be granted when work requirements allow for employee(s) to be released to participate in the following:

a. Blood Donation, the period of absence normally will not exceed four (4) hours.

b. An employee be granted reasonable travel time to and from Officer/Enlisted conventions.

c. An employee is entitled to seven (7) work days each year to serve as a bone marrow donor.

d. An employee is entitled to (30) work days each year to serve as an organ donor.

e. An employee may be granted up to three (3) work days a year to participate in emergency response for a volunteer program.

f. An employee is entitled to complete required military medical and dental examinations.

**Section 23-10.** Military Leave:

a. 120 hours Military Leave: Military leave is paid leave granted to government employees for the purpose of performing military duty. The employer agrees that no employee may be required to use military leave, prior to use of other appropriate leave. Technicians are provided the option of using other available leave first or combining types of leave. The employee may carry-over up to 120 hours of unused military leave from one fiscal year to the next. Available military leave is limited to a maximum of 240 hours.

b. 44 Days Additional Military Leave (OCONUS) is available for a specific call up order number (contingencies only).

c. 22 Day Military Leave is available for a specific call up order number (contingencies only).

d. 176 Hours of Law Enforcement Leave (LEL) is available for a specific call up order number (state active duty).

**Note:** Use of Section 23- 10 b., c., and d. above must be coordinated with the Human Resource Office, Employee Relations section.

**Section 23-11.** Award Leave: Time-off award leave can be used for any type of approved absence. Award leave must be used within one year from the effective date of the award.

## A R T I C L E - 24

### EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

**Section 24-1.** Policy: The MTARNG Equal Employment Opportunity (EEO) Affirmative Action Plan establishes the requirements of national policy and federal law. It assures equal employment, development, promotion and treatment of the National Guard technicians. The Employer and the LO agree to provide EEO for all qualified applicants and technicians and to prohibit discrimination because of race/color, national origin, sex, age, political affiliation, religion, genetic information, pregnancy, sexual orientation, sexual identification, marital status, disability, or any employee's previous exercise of an appeal, complaint, grievance right or charge of discrimination, harassment or utilizing the EEO process. Both parties agree to promote and support all programs for EEO through a positive and continuing effort.

**Section 24-2.** EEO Complaint Procedures: Any technician who believes they have been discriminated against in any matter because of race/color, national origin, sex, age, political affiliation, religion, genetic information, pregnancy, sexual orientation, sexual identification, marital status, disability, or 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 from the occurrence or when the complainant became aware of the occurrence.

**Section 24-3.** The Employer and the LO agree that sexual harassment in the workplace will not be tolerated.

**A R T I C L E - 25**

**CLASSIFICATION ACTIONS**

**Section 25-1.** GENERAL: Before the Employer assigns an effective date for any action downgrade resulting from reclassification, the Employer will, after I&I bargaining (see Article 14) provide the affected employee with the following:

- a. A thirty (30) day notice (in advance of the effective date), of the action
- b. A copy of the assigned Position Description (PD).
- c. Availability to the OPM - Civil Service Classification Standards that the position was graded by.
- d. Information and assistance on rights and appeal preparation.

**NOTE:** The effective date is established after the above provisions are met.

**Section 25-2.** Reclassification Downgrade:

- a. No employee will be downgraded until a desk audit (if required) has been accomplished. 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.
- b. The Employer will not utilize classification actions for the purpose of either awards or punishment.

**Section 25-3.** Grade Retention: During the grade retention period (2 years) if a vacancy of equal or intervening grade 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 7). For any other positions that become available that no employee on the grade retention roster is fully qualified for, the merit promotion plan will be utilized. Qualified employees on the grade retention roster shall be given priority consideration.

**A R T I C L E - 26**

**EMPLOYEE ASSISTANCE PROGRAM**

**Section 26-1.** General: The parties recognize the importance of programs established for the welfare of employees and their families. The Employer and the LO agree to encourage employee participation in appropriate programs.

**Section 26-2.** Objectives: The objective of the Employee Assistance Program (EAP) is to identify and assist employees and their families with behavioral or personal problems.

## A R T I C L E - 27

### AGREEMENT ADMINISTRATION

**Section 27-1.** Effective Date: The effective date of this agreement shall be thirty-one (31) days after execution by the parties or approval by the Agency, whichever occurs first. Both dates will be made a part of the agreement prior to distribution.

**Section 27-2.** Agency Approval: Upon conclusion of negotiations, all articles will be typed in final draft format. A ten (10) work day period will be provided for an overall review and ratification by the LO and review by management.

a. Execution (formal signing) of the new agreement shall occur after the ten (10) day review and ratification period referenced in this article. Any items not ratified by chapter membership or approved by the Employer/Agency will require the parties to renegotiate those items. Re-negotiation of any such article(s) will be accomplished within the guidelines of the established MOU.

b. At the end of the review period, the agreement will then be executed within five (5) workdays by affixing the signature of the Adjutant General and all members of the respective negotiating teams. The new agreement will then be forwarded to the Agency for approval IAW the procedures established in the Statute.

c. The effective date of the new contract will be the thirty first (31<sup>st</sup>) day from the execution by the parties, or the date of Agency Head approval, whichever occurs first. In the event any specific article(s) are not approved by the Agency Head, the remainder of the contract will go into effect.

d. In the event that the Agency disapproves the locally negotiated agreement, the LO and Employer agree that renegotiations will commence, as soon as practicable. Renegotiations will be limited to the Article or Articles, which the Agency found objectionable and disapproved. No further negotiations will be conducted on any other portion of the agreement unless mutually agreed to by the parties.

**Section 27-3.** Agreement Administration: This agreement will remain in effect for four (4) years from the date of approval by the Agency, or, under the provisions of the Statute whichever is applicable.

**Section 27-4.** Agreement Precedence: Upon approval, this collective bargaining agreement takes precedence over any conflicting provisions in Agency regulations which predate, as well as those that postdate this agreement.

a. Existing or Future Laws. In the administration of all matters covered by this agreement, the parties are governed by existing or future laws; and government wide rules and regulations in effect upon the effective date of this agreement. In the administration of this agreement should any conflict arise between the terms of this agreement and any present or future laws, provisions of such laws shall supersede conflicting provisions of this agreement.

b. Government Wide Rule or Regulation. Should any conflict arise in the administration of this Agreement between the terms of this Agreement and any government wide administration of this agreement between the terms of this Agreement and any government wide rule or regulation, such rules or regulations shall supersede conflicting provisions of this Agreement.

c. Agency Policy. In any conflict between the terms of this Agreement and any provision Policy letters, Manuals, etc., issued by an Agency authority issued after the effective date of this Agreement, the terms of this Agreement will govern.

d. Effect of Invalidation. Should any part of this Agreement or any provisions contained herein be rendered or declared invalid by reason of any of the contingencies referred to in this Article, such invalidation of such provision or provisions of the Agreement shall not invalidate those unaffected parts or provisions contained in this Agreement and they shall remain in full force and effect.

**Section 27-5.** Agreement Amendments/Supplements:

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

a. 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.

**Section 27-6.** Negotiating a New Agreement:

a. Negotiations for a new agreement will commence no earlier than ninety (90) calendar days or later than sixty (60) calendar days prior to the termination of this agreement.

b. Thirty (30) 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.

c. If neither party serves notice to re-negotiate this agreement within thirty (30) days of its expiration date, the agreement will automatically be renewed for a one year period, subject to the other provisions of this article.

**TREASURE STATE CHAPTER #57  
ASSOCIATION OF CIVILIAN TECHNICANS  
UNION GRIEVANCE FORM**

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**1. Date**

**2. Grievant**

**3. Position**

---

**4. Shop/Office**

**5. Duty Phone**

---

**6. Home Address**

**7. Home Phone**

---

**8. Grievance Presented to**

**9. Date of incident**

---

**10. Contract or Regulation Reference (other reference if required)**

---

**11. Details of Grievance:** (Attach separate sheets(s) if required. State in Detail the incident or action which this grievance is based providing names, date and locations as applicable).

---

**12. Specific Relief Requested:** (Attach Separate Sheet(s) if required).

---

**13. Grievance Steps:** (Initial, date and attach previous decisions).

Informal: \_\_\_\_\_ Step #1. \_\_\_\_\_ Step #2 \_\_\_\_\_ Arbitration: Yes  
Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_ No \_\_\_\_\_

---

**14. Requests Union Representative: Yes \_\_\_\_\_ No \_\_\_\_\_**

Grievant  
Signature

---

**15. Representatives Name:**

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**16. Record of Receipt:** (Supervisor will sign and date each step) Informal discussion: \_\_\_\_\_ Date: \_\_\_\_\_

Step #1 \_\_\_\_\_ Date: \_\_\_\_\_

Step #2 \_\_\_\_\_ Date: \_\_\_\_\_

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\*Grievant will complete 1 through 14

A.C.T #57 AS OF 120907

## FORM "A"

### ADVISEMENT OF RIGHTS OF REPRESENTATION

#### ARTICLE 10

#### MT ARNG 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 10

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  
Employee