

# Collective Bargaining Agreement

Between

## The Minnesota National Guard

And

## American Federation of Government Employees

Local 2999

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AGREEMENT ADMINISTRATION

## **Article 1: RECOGNITION AND UNIT DETERMINATION**

### **Section 1: General**

The Union recognizes its responsibility to represent the interests of all employees without discrimination and regardless of Union membership. Grievances, personnel policies and practices, and other matters affecting working conditions are direct Union functions and responsibilities. These responsibilities will be administered under the constraints of applicable laws and regulations, published agency regulations and any express limitations set forth in this agreement.

### **Section 2: Applicability**

This agreement is applicable to all Air Technicians of the Minnesota Air National Guard, Minneapolis Air National Guard Base, Minneapolis-St. Paul International Airport, St. Paul, Minnesota, excluding management, supervisors, confidential employees, personnel engaged in personnel work (other than purely clerical capacity) and professional employees.

### **Section 3: Bargaining Unit List**

The Employer will provide the Union a list of employees in all bargaining unit positions upon receiving an information request from the union, with justification

## **Article 2: PURPOSE**

### **Section 1: General**

The Employer and the Union representing the employees in the bargaining unit desire to enter into a labor management agreement which will have for its purposes, among others, the following:

- a. To provide a safe and healthy work environment.
- b. To foster an environment that directly supports mission accomplishment.
- c. To promote improved programs designed to aid the employees in achieving their acknowledged and recognized objectives.
- d. To promote a culture of accountability, cooperation, non-discrimination and high morale at the Minnesota Air National Guard, Minneapolis Air Guard Base, Minneapolis – St. Paul Airport.
- e. To provide a clearly understood process to promptly address grievances or issues of interpretation.

### **Section 2: Collective Bargaining**

The parties agree that collective bargaining means the performance of the mutual obligation of the Employer and the Union representing employees in the bargaining unit to meet at reasonable times and to confer (i.e., bargain) in good faith with respect to procedures for settlement of grievances, personnel policies and practices, and other matters affecting general working conditions and other conditions of employment of employees in the unit.

## **Article 3: MATTERS APPROPRIATE FOR NEGOTIATIONS**

### **Section 1: Notice**

In the interest of maintaining a high level of labor-management cooperation the Employer will notify the union of changes in conditions of employment affecting (1) or more bargaining unit employees and may bargain in accordance with 5 U.S.C. 7106(b)(2) and (3) using the process defined in section 2 below. This notification will include the change, the reason for the change and relevant references.

### **Section 2: Bargain**

a. The Union may request, in writing, negotiations over a proposed change(s) under Section 1 above. If the Union does not request negotiations within 14 calendar days after the date of the notification, the Employer may implement the change. If bargaining is requested, the Union will submit its written proposals to the JFHQ Human Resource Office, or their designee(s) within 21 calendar days after the date of the Employer's notification letter. Changes will not be implemented until all bargaining obligations are met, except under the following infrequent situations when the head of the agency, or his designee;

- i. determines that the agency would be seriously impacted in carrying out its functions, or
- ii. that costs would be substantially increased

b. If the employer exercises this option they will provide to the Union in writing, the reason.

c. If the Union elects not to respond, or if written proposals are not submitted within the time limit, the Employer will have no obligation to bargain on the matter and may implement the change(s).

d. The obligation to meet and confer does not include matters with respect to those items which Employer retains the rights to administer in accordance with Federal statutes for example, 32 U.S.C. §709.

## **Article 4: RIGHTS OF EMPLOYEES**

### **Section 1: General**

- a. In an atmosphere of mutual respect, the Employer and Union endeavor to afford all employees with fair treatment with regard to protection of their privacy, matters of a personal sensitive nature and constitutional rights.
- b. Guidance will be given in a reasonable and constructive manner. Every reasonable effort will be made so that such guidance is given in an atmosphere that will avoid public embarrassment or ridicule.
- c. No employee should be subjected to intimidation, coercion, or harassment as reprisal nor be used as an example to threaten other employees. In the event an employee feels that they have been subjected to this type of behavior, resolution should be sought at the lowest level possible. At any point, the employee may seek out their union representative for assistance.
- d. When employees receive conflicting orders, they should follow the last order given and advise the Management official who issued the latest order that there is a conflict.

### **Section 2 : Rights to Union Membership**

Each employee shall have the right to form, join or assist any labor organization, or to refrain from any such activity freely and without fear of penalty or reprisal in accordance with 5 U.S.C. §7102.

### **Section 3: Rights to Union Representation**

- a. Employees have a right to the representation and assistance of the Union. Employees may contact and meet privately with a Union representative.
- b. Management supports an employee's right to be represented by the Union in accordance with 5 U.S.C. Management supports the ability to get assistance and representation by the Union, and meet and confer with Union representatives in private for a reasonable amount of time during duty time with supervisory approval.
- c. The Employer agrees to annually inform all employees of the right to Union representation under 5 U.S.C. 7114 (a)(2)(B) by appropriate means as determined by the Employer

### **Section 4: First Amendment Rights**

Employees have the right to present their views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights without fear of penalty or reprisal in a non-duty status in a personal capacity, when it is not inconsistent with any policy, rule/regulation.

### **Section 5: Access to Documentation**

Employees may request and receive copies of any information specific to them personally maintained under their name and/or social security number in accordance with the Privacy Act

for records which are not already available by other means (i.e. Mybiz/myworkplace, Performance Appraisal Application, and Electronic Online Personnel Files).

### **Section 6: Personal Rights**

Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by the Employer so long as such activities do not conflict with job responsibilities and are not contrary to good order and discipline or reflect negatively upon the Employer. (See reference guide for applicable resources)

### **Section 7: Dignity and Self Respect in the Work Place**

Managers and Employees will interact with each other in a professional manner, with dignity, courtesy and respect.

### **Section 8: Unlawful Orders**

In the event an employee is given an order they believe to be unlawful, that employee should immediately clarify the order and state why (s)he believes the order to be illegal. If the issue is not resolved, the employee should elevate it to a higher level management official and/or their union representative. Definition of an unlawful order: An unlawful order is one that is a violation of any law.

### **Section 9: Copies of Agreement**

The Employer will provide to each bargaining unit employee entering the Technician program a copy of this agreement upon request. This Agreement will be made available on the Employer's computer system and the employee will be able to access and print a copy of this agreement at no cost to them.

### **Section 10: Awards**

All state and local technician awards, letters of commendation, or certificates will contain the individual's name and the designation National Guard Technician and/or Air National Guard Technician.

## **Article 5: UNION RIGHTS AND RESPONSIBILITIES**

### **Section 1: Introduction**

The parties recognize that the existing relationship between the Union and the Employer as full partners is essential to foster the working environment into an efficient and effective organization that serves customer needs, employees, Union representatives, and managers.

### **Section 2: Union Rights**

a. In all matters relating to personnel policies, practices, and other conditions of employment, the parties will have due regard for the obligations imposed by 5 U.S.C. Chapter 71 and this Agreement.

b. Each party shall meet with the designated representative(s) of the other party at mutually agreeable times, dates, and places that are reasonable and convenient in accordance with 5 U.S.C. 7117.

c. The Agency will not restrain, coerce, discriminate against, or interfere with any Union representative or employee in the exercise of his/her rights as identified in 5 U.S.C. 7116.

### **Section 3: Union Representatives**

a. The Union will designate its own representatives. The Union will annually provide management at each facility with an updated list of the names, titles, and work telephone numbers of all Union officials along with the room/location of the union office and representatives as well as changes as they occur. The Employer agrees to post on sharepoint the list of union representatives within a reasonable time, preferably not later than 30 days after its receipt. Further, the Employer will provide to each bargaining unit employee entering the Technician program a copy of this list upon request.

b. Official time will be made available without charge to annual leave or loss of pay and is authorized only when the employee would otherwise be in a duty status. Union representatives use official time to carry on business that the Union and the Employer agree to be reasonable, necessary, and in the public interest as identified in 5 U.S.C. 7131. Official time is considered hours of work. Union representatives will receive official time in accordance with the appropriate Article.

### **Section 4: Formal Discussions**

a. Pursuant to 5 U.S.C. 7114(a) (2) (A), the Union shall be given the opportunity to be represented at any formal discussion (as defined by FLRA guidance) between one or more employees it represents and one or more representatives of the Agency concerning any grievance or any personnel policy or practices or other general condition of employment. This right to be represented does not extend to informal discussions between an employee and a supervisor concerning a personal problem, counseling, or work methods and assignments.

b. The union president or designated representative will be given reasonable advance notice of any formal discussion as identified in para. a, concerning any grievance or any personnel policy

or practices or other general condition of employment. This advance notice will be given unless management has been prevented from doing so due to an emergency.

c. The right to be represented at formal discussions means more than merely the right to be present. The Union representative will be permitted an opportunity to speak, comment and make statements to ask relevant questions, although it does not extend to taking charge of, usurping or disrupting the meeting. However, union representative's participation is governed by a rule of reasonableness, which requires that there be respect for orderly procedures.

### **Section 5: Investigatory Examinations**

a. As provided in 5 U.S.C. 7114 (a) (2) (B) the Union has the right to be represented at any examination of an employee in the bargaining unit by a representative of the Agency in connection with an investigation if—

i. The employee reasonably believes that the examination may result in disciplinary action against the employees; and

ii. The employee requests representation.

b. The Union will determine which representative will be assigned to any particular investigatory examination. However, the employer may reject a particular union representative due to a conflict of interest after notification to the Union President, or their designee. The notification will include the reason for the rejection.

c. The Union representative will be given a reasonable amount of time to arrive at the examination. Once the employee requests representation, management may opt to skip the interview, stop the questioning for a reasonable amount of time until the representative arrives, or if the employee agrees, to proceed with the interview without a representative present. If a representative is not available due to work schedules or other representational business, the examination will normally be postponed until the next day. In the event representation is not available within that timeline the union will provide written reason to management.

d. The Union representative will have the opportunity request the subject of the meeting as well as an opportunity meet with the employee prior to the examination.

### **Section 6: New Employee Orientation**

The Union will be afforded the opportunity to make a presentation to new employees to orient them about the Union. The presentation will be limited to 5 minutes or less. Management will provide the Union with notice of the date, time, and place of the orientation. The Union official making the presentation will request Official Time to make the presentation.

### **Section 7: E-Mail**

a. The Union may communicate with Agency officials, bargaining unit employees, neutral third parties (i.e. FSIP, FLRA), via the Agency's e-mail system. The Union will comply with all rules/regulations and security measures enforced on other users. The union will not use the internal email system for internal union business.

b. The Union may send messages to more than one recipient at a time under the same restrictions that Agency management applies to itself. However, at any time an employee can opt out of receiving any emails from the union.

c. The Union will be judicious in the use of attachments to e-mail messages.

d. The Agency will not alter the content of any direct communications between the Union and employees. However, Agency facilities will not be available for posting or distribution of libelous or defamatory material directed at Agency or Union officials or programs.

### **Section 8: Office Space, Furnishings and Equipment**

a. The Agency will continue to provide office space to the Union as it had prior to the effective date of this agreement, provided that it complies with the requirements below:

i. The Agency will provide the Union with office space that is of sufficient size to allow the Union to effectively perform its representational functions, including maintaining its files; conducting private conversations with employees, while still conducting other business. The Union will be afforded equal opportunity to reserve and use conference rooms.

ii. The Union's office space should be centrally located to allow most employees easy access

b. If a need arises that the present location of the Union office needs to be moved, the following conditions must be met:

i. The Union will be given a thirty (30) day notice;

ii. The size of the new location should be in accordance with Section 8, Paragraph a1, of this Article;

iii. The new Union office, should be in good repair. Phone hook-up with an unchanged number;

iv. computer connected to the LAN.

c. The Union understands that base agencies or other government personnel not from the base may have a need from time to time to enter the Union office. If personnel from these agencies find the need to enter the Union office in a non-emergency (emergency situations are defined to include, events that could potentially cause damage to the building or property, harm to personnel, or lapse in security), the Union President or Vice President will be notified prior to entering. If either the President or Vice President is unavailable, other Union officers may be notified.

d. The Employer will provide the Union office with a desk/work station, chairs, lockable file cabinets, and other furnishings commensurate with what is generally used in that work location.

e. Telephones will allow access to DSN and local calling. The Agency will provide, to the extent possible with current base phone system technology, conference calling capability, voice mail, and caller ID commensurate with what is provided other Agency work space.

f. The Agency will provide routine cleaning and maintenance service in Union occupied space

where it is located in Agency facilities. The Union is responsible for ensuring accessibility to its space during normal cleaning and maintenance schedules.

g. The Union will be granted reasonable access to photocopiers (for representational purposes only), internal mail (for other than mass mailings), teleconference facilities, video conference facilities, video equipment (i.e., TV and DVD player), and other office services routinely used in that work location. The Union will follow the same reservation and use procedures as all other users.

h. There will be no charge to the Union for this space, furnishings and equipment.

### **Section 9: Bulletin Boards**

The Union will be allowed a reasonable amount of space on preexisting general information bulletin boards in designated work areas, to post information which is of benefit to the bargaining unit employees. After notification to the Union, the Employer may remove information from the bulletin board if necessary. The Union will have a designated electronic bulletin board on the Employer's system that is maintained by the Union. ( i.e. SharePoint, Intranet or Website). The union will not post information that is derogatory, inflammatory, inappropriate or in violation of any Air Force rules or regulations, information on either the bulletin boards, SharePoint or websites.

## **Article 6: PUBLICITY**

### **Section 1: Telephone Listing**

The Employer will publish telephone listings of the Union representatives in the local telephone directory. The Union will notify the communications flight to ensure the telephone listing is updated.

### **Section 2: Literature Distribution**

Distribution of union literature will be permitted provided it is done during non-duty status of both the union representative and the employee receiving the literature in the non-work areas (i.e. break room). As far as this provision is concerned, mealtimes and rest breaks are not considered work time.

## **Article 7: GRIEVANCE PROCEDURES**

### **Section 1: General**

This negotiated grievance procedure is intended to provide a fair, simple and expeditious process of grievance resolution. This article shall be the exclusive procedure available to bargaining unit employees and the union for resolving such grievances. The Union has the right, on its own behalf or on behalf of bargaining unit employees, to present and process all grievances. Any employee or group of employees in the bargaining unit may present such grievances to the Employer and have them resolved without the intervention of the Union, as long as the resolution is not inconsistent with the terms of this agreement and the Union has been given the opportunity to be present during the proceedings as defined by 5 U.S.C. §7121 (b) (c) (ii). A grievance is understood to be as defined in 5 U.S.C. Section §7103 (a) (9) except that the provisions of that subsection shall not be construed to include matters as identified in section 9 of this article.

### **Section 2: Informal Grievance**

a. Most grievances arise from instances of misunderstandings. All workplace issues will be addressed promptly by the employee and/or union to the immediate supervisory level, or the appropriate level supervisor in cases where the immediate supervisor is the subject of the complaint, before they become formal grievances. The Employer and the Union agree that efforts shall be made by the Employer and the aggrieved party or parties to settle all grievances at the lowest possible level.

b. However, there will be times when a grievance may be more appropriately initiated at a higher step, for example, when an action is taken by a group commander or higher level, when the supervisor at the lower level clearly has no authority to resolve the issue, or when the Union grieves an action of a management official other than a Step 1 supervisor. In such cases justification will be included in the written grievance that explains why the grievance has been elevated to a higher level. When a grievance is initiated at a higher step, the time limits of Step 1 will apply.

c. Inasmuch as misunderstandings arise occasionally among people in any work situation, the filing of a grievance should not be construed as reflecting unfavorably on any employee's good standing, his performance or his loyalty and desirability to the organization. Similarly, the occurrence of an occasional grievance should not be construed as reflecting unfavorably on the quality of supervision or on the general Employer of the organization. To this end, the practice of candid and cordial discussion of problems between employees and their supervisors should maintain an atmosphere in which the employees can speak professionally. All grievances shall be given consideration.

### **Section 3: Formal Grievance (Step 1)**

A written grievance must be presented within thirty (30) calendar days after the occurrence or knowledge of the occurrence, whichever occurs later, on which the grievance is based. The employee(s) or union representative will put the grievance in writing and it will contain the following:

- a. Employee's name, position, title and grade.
- b. A specific detailed statement of the nature of the grievance and remedy sought.
- c. The signature of the individual initiating the grievance.

The written grievance will be submitted to the grieving employee's Unit Commander level or full-time designee. The Unit Commander or designee will give the employee(s) his written determination within thirty (30) calendar days after this meeting.

**Section 4: Formal Grievance (Step 2)**

If the grievance is not settled at the first step grievance level, the employee may submit the grievance in writing, within fifteen (15) calendar days to the Full-Time Group Commander level or Full-Time designee for further consideration. The Group Commander level or designee will give the employee his/her written answer within fifteen (15) calendar days after the union or employee advances the grievance to the second step.

NOTE: The Group Commander level for Wing Staff assigned members is fulfilled by the Vice Wing Commander or their Full-Time designee.

(if a meeting request is denied a reason will be given in writing)

**Section 5: Formal Grievance (Step 3)**

If the grievance is not settled at the second step grievance level, the employee/Union may submit the grievance in writing, within fifteen (15) calendar days to the Wing Commander or designee for further consideration. The Wing Commander or designee will give the employee her/his written answer within fifteen (15) calendar days after the grievance is advanced to the third step.

**Section 6: Formal Grievance (Step 4)**

If the grievance is not satisfactorily settled at the Wing Commander or designee level, the employee(s)/Union may submit the grievance in writing, within fifteen (15) calendar days to the Adjutant General, State of Minnesota or designee. The Adjutant General or designee will give the employee/Union his written answer within fifteen (15) calendar days after receipt of grievance. All grievances referred to the Adjutant General will be processed through the Human Resources Office (HRO).

**Section 7: Formal Grievance (Step 5)**

Any grievance not satisfactorily settled under the negotiated grievance procedure at The Adjutant General level shall be subject to binding arbitration, which can be invoked only by The Adjutant General or AFGE, Local 2999. This election must be made within forty-five (45) days of the Adjutant General's decision. In the event a grievance moves to arbitration, the cost of arbitration shall be borne equally by both the union and the employer.

NOTE: For the purposes of grievance submittal all grievances will be submitted through the Full-Time chain of command.

NOTE: All time limits set in this article may be extended by the mutual consent of the parties. The parties agree that grievances should be resolved or forwarded to the next step as soon as possible. Failure of either party to observe the processing time limits shall entitle the Agency to close or reject the grievance or for the grievant to advance the grievance to the next level.

**Section 8: Closure or Cancellation of a Grievance**

A grievance will be cancelled/closed under the following conditions:

- a. when the grievant withdraws the grievance;
- b. when the grievance is satisfactorily resolved;
- c. upon separation of the aggrieved employee, unless the grievance affects the working conditions of other bargaining unit employees;
- d. failure to adhere to established timeline in section 5 of this article without an extension;

**Section 9: Excluded from Grievance**

Nothing in the agreement shall apply with respect to any grievance concerning:

- a. Any claimed violation of prohibited political activities (Hatch Act);
- b. Retirement, life insurance or health insurance;
- c. Any examination, certification or appointment;
- d. Performance Appraisal Appeals;
- e. Any Classification action;
- f. Any EEO issue
- g. Any provision under Section 709 Title 32 U.S.C. cannot be grieved beyond The Adjutant General. However, this does not take away management's obligation to bargain. When necessary due to mandate, management will implement. If changes are agreed to during negotiations management will implement those changes at that time;  
To include but not limited to:
  - i. any adverse action (Termination, Suspension, Reduction);
  - ii. RIF;
  - iii. Furlough without pay;
  - iv. Hours of work;
  - v. Inherently military aspects;
  - vi. Military Training;
  - vii. Equipment;

## **Article 8: ARBITRATION**

### **Section 1: General**

If the Employer and the Union fail to settle grievances processed under the negotiated grievance procedure of this agreement, such grievance, upon written request by either party within forty-five (45) calendar days after issuance of the Employer's final decision, shall be submitted to arbitration.

### **Section 2: Request for Arbitrator**

Within 15 calendar days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of 7 impartial persons qualified to act as arbitrators. The parties shall meet within 30 calendar days after the receipt of such list. If they can't mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of 7 and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. The order of striking will be decided by a flip of a coin.

### **Section 3: Refusal to Select an Arbitrator**

If for any reason the Employer or the Union refuses to participate in the selection of an arbitrator in accordance with section 2, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

### **Section 4: Costs**

All costs associated with arbitration including but not limited to; the arbitrator's fees, per diem and travel expense shall be borne equally by the Employer and the Union. The Union and Employer will bear the expense of their own presentation of the case. The arbitration hearing will be held, if possible, on the Employer's premises during regular duty hours of the basic workweek. All participants in the hearing shall request approval for official time or administrative leave.

### **Section 5: Arbitrator's Award**

The arbitrator's award shall be binding on the parties. However, either party to arbitration under the law may file with the authority an exception to any arbitrator's award pursuant to the arbitration as identified under 5 U.S.C §7122 excluding those items that fall under 32 U.S.C. §709.

## **Article 9: HEALTH AND SAFETY**

### **Section 1: General**

The Employer endeavors to provide a safe and healthy work place for all employees and will comply with applicable Air Force standards relating to the safety and health of its employees. All employees are responsible for prompt reporting of observed unsafe conditions.

### **Section 2: Environmental, Safety, and Occupational Health (ESOH) Council**

The Employer and the Union will cooperate in the continuing effort to eliminate accidents, health hazards, and unsafe behavior. The Union may request official time for a bargaining unit employee(s) to attend the Environmental, Safety, and Occupational Health (ESOH) Council (or equivalent) in an official Union capacity.

### **Section 3: Job Connected Injuries or Illnesses**

Employees shall report job-connected injuries or illnesses to their supervisor and base safety as soon as possible. .

### **Section 4: Safety Concerns**

Employees are encouraged to raise safety concerns when they perceive a task to pose imminent risk of death or serious bodily harm.

### **Section 5: Dangerous Situations**

When dangerous situations are brought to management's attention, efforts should be made to mitigate the risk to the extent possible.

### **Section 6: Air Wing Instruction 48-102**

The parties agree to comply with Air Wing Instruction (AWI) 48-102, *Thermal Injury* to the max extent possible where it does not interfere with mission accomplishment. In the event the Wing/CC or designated representative approves a deviation to this instruction notification to the Union will be given as soon as practical.

### **Section 7: Physical Fitness**

Employees are encouraged to participate in the Physical Training (PT) program as set forth and/or modified by the Adjutant General.

## **Article 10: ALLOTMENT OF DUES**

### **Section 1: Authorization**

Any employee of the Union may authorize an allotment of pay for the payment of his/her dues for such membership, provided:

- a. The employee has voluntarily completed a request for such allotment of his/her pay (SF1187).
- b. The employee regularly receives a normal amount of pay on the regularly scheduled paydays of the base and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made.

### **Section 2: SF 1187**

The Union agrees to acquire and distribute to its members the prescribed allotment form (Standard Form 1187), to certify as to the amount of its dues, and to inform and educate its members on the program for allotments for payment of dues and the uses and availability of the required form. An SF 1187 may be submitted by an eligible member of the unit, through the Union to the Technician Payroll Section. The allotment should be processed No Later Than (NLT) 30 calendar days after receipt of a properly completed and signed SF 1187 in the Technician Payroll Section.

### **Section 3: Termination or Suspension of Dues**

Effective date of termination of dues withholding allotment, which is not at the request of the employee, shall be no earlier than the beginning of the first pay period following the date of the action that requires the termination of the allotment. The Union agrees to promptly notify the technician Payroll Section when a member who has authorized dues withholding is suspended or expelled from the organization, such notice to be given within seven (7) calendar days.

An allotment shall be terminated:

- a. When the agreement between the Employer and the Union involved ceases to be applicable to the employee; for example, separation, transfer or other personnel action
- b. When the employee is suspended or expelled from membership in the Union.

An allotment should be suspended:

Employees who temporarily cease dues allotment because of a temporary assignment to a position not in the bargaining unit will have their dues allotment automatically reinstated upon transfer back into a bargaining unit position.

### **Section 4: SF 1188**

The SF 1188 should be used to terminate union dues allotments and is available on the OPM website. An employee may revoke dues withholding only once a year, by submitting a timely SF 1188 to the Union representative designated for such purpose. In order for the SF – 1188 to be timely, it must be to the Union during the 10 calendar days ending on the anniversary date of his/her original allotment. The union representative must certify by date and signature the date the SF-1188 is given to the union representative or by some other appropriate date stamping device. The union official will, by

reference to the remittance listing, determine the anniversary date of the allotment. The ending date of the pay period in which the anniversary date occurs will be entered in Item 6 of the SF – 1188. The entry will be initiated by the union official, who will then deliver the form to the appropriate administrative office prior to the close of business of the Friday following the date entered in Item 6. The Union agrees to forward to the Technician Payroll Section within seven (7) calendar days after receipt, any written revocation of allotment that is received by the Union.

**Section 5: Amount to Be Withheld**

The Union agrees that the amount to be withheld shall be the amount of the regular monthly dues, initiation fees and assessments. Allotment deductions will be processed by the Technician Payroll Section each pay period in the biweekly amount shown on the SF 1187. If the amount of regular dues is changed by the Union, the Technician Payroll Section will be furnished written notification signed by the President of AFGE Local 2999 that the membership has approved such change and the amount of new deductions to be withheld. The effective date of such change shall be the beginning of the first complete biweekly pay period after receipt of the change notice, unless a later date is specified by the Union. Only one such change may be made in any 12-month period.

## **Article 11: PROMOTIONS**

### **Section 1: Merit Placement Plan**

The Merit Placement Plan MNGR 36-1 (Air) will apply to bargaining unit position hiring, upgrades, promotions, temporary promotions, details, and other selection process procedures.

## **Article 12: PERFORMANCE APPRAISALS**

### **Section 1: Administration**

The performance appraisal system shall be administered in accordance with JFMNR 690-430 as a guide. The parties are encouraged to develop performance indicators and critical elements as a cooperative effort. Supervisors should encourage Employees to participate in this effort. Employees are encouraged to communicate with their supervisors if they have questions on how to exceed the “fully successful” rating. The Employee's performance indicators should be reviewed at least once annually by the supervisor and the Employee. The employee will acknowledge the performance plan and appraisal.

### **Section 2: Performance Indicators and Elements**

Written performance indicators and critical elements should be consistent with the duties and responsibilities of assigned to the Employee. Critical elements are any elements of the Employee's job that are of sufficient importance that performance below the minimum standard established requires remedial action and may result in the denial of within-grade/step increases, reduction in grade or removal of the Employee.

### **Section 3: Requirements**

Elements should be identifiable and the performance indicators applied should be specific, measurable, attainable, realistic, and timely.

### **Section 4: Changing a Performance Indicator or Critical Element**

Changes may be made to a performance indicator or critical element during the rating period and these changes should be conveyed and discussed with the Employee. The Employee will acknowledge these changes as verification that these changes have been discussed with him or her.

### **Section 5: Continuous Feedback**

Supervisors should give continuous performance feedback or guidance throughout the rating period.

### **Section 6: Employee Signature**

Appraisal acknowledgement by the Employee does not necessarily constitute agreement with the appraisal. It is an indication that the Employee has reviewed and discussed the appraisal with the supervisor.

### **Section 7: Appeal**

Employees who are dissatisfied with their appraisal may file an appeal through the appellate procedures.

### **Section 8: Reporting Period**

A supervisor should normally have been in a position of supervisor over the Employee for a period of one year, but not less than one hundred twenty (120) days. In the event an appraisal is closed-out outside the normal annual cycle, the remaining months of that rating period will be included in the next annual rating period.

### **Section 9: Unacceptable Performance**

The Employee against whom action is being taken shall receive specific counseling concerning instances of unacceptable performance. The counseling should consist of;

- a. Prepare and present to the Employee a Performance Improvement Plan (PIP) to assist in the improvement of the Employee's performance. The PIP should include;
  - i. the deficiencies and what is expected to bring performance up to the satisfactory level;
  - ii. Identify assistance available to the Employee to enhance improvement;
  - iii. Identify a time period for demonstration of improvement. (Minimum of ninety (90) days for an unacceptable appraisal.);
  - iv. Specify that if performance is not brought up to an acceptable level, a thirty (30) day notice of proposed action will be issued;
  - v. Periodic feedback from the Supervisor as to the Employees progress towards attaining a level of acceptable performance. Employees are encouraged to seek additional performance feedback as they feel necessary;

### **Section 10: Notice of Proposed Action**

The thirty (30) day written notice of action will include all the requirements specified in JFMNR 690-430. An appeal of such action must be filed within fifteen (15) calendar days of receipt of the notice by the Employee.

## **Article 13: CONTRACTING OUT**

### **Section 1: General**

Employer agrees to notify the Union regarding any anticipated or actual contracting out that affects the bargaining unit position.

## **Article 14: PARKING**

### **Section 1: General**

Adequate parking facilities without cost to technicians will be provided within close proximity to their primary assigned work area. The parties agree that parking will generally be on a first- come-first served basis with the exception of the reserved spaces for Key Personnel, Commanders, Organizational, Special Purpose, Handicapped Personnel, Government Owned Vehicles, Motorcycles, and visitors

### **Section 2: Costs**

If an employee incurs any costs for parking while performing official business, the employer shall reimburse the employee as permitted in accordance with the Government Joint Travel Regulation

## **Article 15: IMPASSES IN NEGOTIATIONS**

### **Section 1: General**

When it has been determined that an impasse has been reached, the issue shall be set aside. After all negotiable issues on which agreement can be reached have been disposed of; the parties shall once more attempt to resolve any existing impasse issue.

### **Section 2: Federal Mediation and Conciliation Service**

If the impasse(s) cannot be resolved, either or both parties may request assistance from the Federal Mediation and Conciliation Service within thirty (30) calendar of declaration of impasse. Both parties will agree to meet within sixty (60) calendar days of the request for assistance. This meeting timeline can be extended by mutual consent.

### **Section 3: Federal Services Impasses Panel**

When voluntary arrangements, including the services of the Federal Mediation and Conciliation Service or other third party mediation, fail to resolve a negotiation impasse, either party may request the Federal Service Impasses Panel to consider the matter. The request to the Federal Services Impasses Panel must be requested within thirty (30) calendar days of the final meeting with the Federal Mediation and Conciliation Services or third party mediation. This timeline can be extended by mutual agreement. The Panel, in its discretion and under the regulations it prescribes, may consider the matter and may recommend procedures to the parties for the resolution of the impasse or may settle the impasse by appropriate action. Arbitration or third-party fact finding with recommendation to assist in the resolution of an impasse may be used by the parties only when authorized or directed by the Panel.

### **Section 4: Agreement**

The procedure described above shall not preclude the parties from agreeing on any issue or from entering into complete agreement without the assistance of the mediator or the Panel.

## **Article 16: AGREEMENT ADMINISTRATION**

### **Section 1: Effective Date**

The effective date of the new contract shall be the 31<sup>st</sup> day from the execution of signing by the Union and the Adjutant General, or the date of Agency Head Reviewer approval in accordance with 7114(c), whichever occurs first. In the event that the Agency Head does not approve any specific provisions, the remainder of the agreement shall not go into effect until the contract is approved in its entirety.

### **Section 2: Duration**

This agreement will remain in effect for a duration of 3 years from the effective date as identified in section 1 of this article.

At the expiration of the initial 3 year term, if neither party elects to reopen negotiations, the contract will automatically renew for a period of 2 years. 120-60 prior to expiration either party may elect to open negotiations "IAW the procedures in this agreement." If neither party elect to reopen negotiations the contract will automatically renew for a second period of 2 years and will continue to rollover until either party elects to open negotiations. 120-60 prior to the expiration either party may elect to open negotiations "IAW the procedures in this agreement."

### **Section 3: Agreement Precedence**

Upon approval, this collective bargaining agreement takes precedence over any conflicting provisions in Employer regulations

### **Section 4: Agreement Amendments/Supplements.**

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

i. Either party may initiate negotiations at the mid-point of this agreement, after service of notice no earlier than 120 calendar days and no later than sixty (60) calendar days prior to the midpoint of this agreement.

ii. At any time, by mutual consent, for the purpose of amending existing provisions of this agreement or providing additional/new supplements to this agreement.

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

c. Representatives of the Employer and the Union will meet within fourteen (14) calendar days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon

d. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in section 1 of this article.

### **Section 5: Negotiating a New Agreement**

a. Either party may request to begin negotiations for a new agreement no earlier than one hundred twenty (120) 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 Union will meet to initiate a Memorandum of Understanding (MOU) establishing the ground rules for the conduct of negotiations.

**In witness whereof, the parties hereto have entered into this agreement on**

**The \_\_\_\_\_ day of \_\_\_\_\_ 2015.**

FOR THE STATE OF MINNESOTA

FOR THE ASSOCIATION

\_\_\_\_\_  
Major General, Minnesota  
Army National Guard  
The Adjutant General

\_\_\_\_\_  
Regional Representative  
American Federation of Government Employees

\_\_\_\_\_  
Lieutenant Colonel, Chief Negotiator