

**148th Fighter Wing
Minnesota Air National Guard**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MINNESOTA AIR NATIONAL GUARD

AND

ASSOCIATION OF CIVILIAN TECHNICIANS

November 2016

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**ARTICLE I
GENERAL PROVISIONS**

SECTION I - PURPOSE

1-1 AGREEMENT

Pursuant to the policy set for in Public Law, the following articles constitute an agreement by and between The Adjutant General, (STATE OF MN), hereinafter referred to as the Employer or Agency, and the Duluth Air Chapter, Association of Civilian Technicians, and hereinafter referred to as the Labor Organization. Throughout this agreement, the generic terms "employee", "Civilian Technician" or "technician" are intended to mean bargaining unit employee except where specifically stated otherwise.

Whenever contract language conflicts with Policy Letters, State Regulations or Technician Performance Regulations (TPR), the contract will take precedence, Nothing in this contract shall preclude the Agency and the Labor Organization from negotiating at the election of the Agency on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, methods, and means of performing work; and procedures which management officials of the Agency will observe in exercising any authority under this contract; or appropriate arrangements for employees adversely affected by the exercise of any authority under this contract by such management officials.

1-2 MUTUAL COVENANTS

This agreement identifies the mutual covenants of the parties hereto which have the intention and purpose to:

- a. Promote and improve the efficient administration of and the well-being of its technicians within the meaning of public law.
- b. Provide for the highest degree of efficiency in the accomplishment of the mission of the 148th fighter Wing, Minnesota Air National Guard.
- c. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Adjutant General.
- d. To provide means for amicable discussion and adjustment to matters of mutual interest.
- e. Promote technician communications and information of personnel policy and procedures.

1-3 CONTRACT DISTRIBUTION

The Employer will make the contract available from the .Base "Share Point" within 30 days after the agreement is finalized

1-4 SUPERVISOR TRAINING

Starting within thirty (30) days after contract distribution, the employer representatives and Labor Organization representatives will schedule joint training sessions. Joint sessions will include managers, supervisors, and bargaining unit employees and will be for the purpose of allowing them to become familiar with the agreement. When an individual is promoted to a supervisor or manager level, he will receive additional training on the labor management agreement for clarity and its intent.

SECTION II - BARGAINING UNIT/EXCLUSIVE RECOGNITION

1-5 BARGAINING UNIT

It is recognized by the employer that the Association of Civilian Technicians has been designated and selected by a majority of the Civilian Technicians of the 148th Fighter Wing, Minnesota Air National Guard, as their representative for purposes of exclusive recognition, and that pursuant to Public Law 95-454, the said organization is the exclusive representative of all Civilian Technicians in the bargaining unit

INCLUDED: All permanent and indefinite Air National Guard Civilian Technicians employed by the 14⁸th Fighter Wing, Minnesota Air National Guard.

EXCLUDED: All managerial and supervisory technicians, to include those technicians involved with Federal personnel work in other than purely clerical capacity, temporary employees, and professional employees (i.e., doctors, nurses and lawyers),

NOTE: In applying this paragraph,* 7112 Public Law 95-454, pertaining to supervisors and others who must be excluded from the bargaining unit, will prevail. In addition, changes to the bargaining unit will be through mutual consent or a labor department classification of unit. Also, those excluded may be Union members, but not bargaining unit members nor may they use Agency dues withholding.

1-6 APPLICATION

This agreement, to include all articles herein, is applicable to bargaining unit technicians, both permanent and indefinite, as employed by the 148th Fighter Wing, Minnesota Air National Guard.

1-7 GENDER REFERENCES

It is agreed that for the purpose of this agreement, reference to the word "he" is intended to include both the masculine and feminine genders, unless otherwise specifically addressed therein.

SECTION III - CIVILIAN TECHNICIAN RIGHTS

1-8 5 USC CHAPTER 71

Parties to this agreement recognize that, "each technician shall have the right to form, join, or assist any Labor Organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each technician shall be protected in the exercise of such right." Nothing in this agreement shall require a technician to become or to remain a member of a Labor Organization, or to pay money to the Labor Organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In addition, the technician is not precluded from:

- a. being represented by an attorney or other representative, other than the Labor Organization, of the technicians own choosing; or
- b. exercising grievance or appellate rights established by law, rule or regulation except in cases of negotiated grievance or appeal procedure, negotiated within this agreement.

1-9 TECHNICIAN PARTICIPATION

The employer recognizes the right of technicians to organize and express their views collectively or to refrain from such activity; that collective technician participation in the formulation and implementation of personnel policies affecting the technicians contribute to the effective conduct of operations and the efficient administration of the 148th Fighter Wing Minnesota Air National Guard; and the well-being of its technicians require that orderly and constructive relationships be maintained. Technicians in the Bargaining unit will not be required to wear the military uniform while appearing as a grievant, or as a Labor Organization official in a third party proceeding, i.e., impasse, arbitration, FLRA or adverse action hearings. I.A.W, 56 FLRA 33, April 27, 2000.

SECTION IV - MANAGEMENT RIGHTS

1-10 MANAGEMENT RIGHTS

Management officials of the Agency retain these rights, in accordance with 5 USC* 7106:

- a. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any Agency -
 1. to determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
 2. in accordance with applicable laws -
 - (A) to hire, assign, direct; layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (B) to assign work, to make determinations with respect to contracting out, mid to determine the personnel by which Agency operations shall be conducted;
 - (C) with respect to filling positions, to make selections for appointments from
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - (D) to take whatever actions may be necessary to carry out the Agency mission during emergencies.
- b. Nothing in this section shall preclude any Agency and any Labor Organization from negotiation;
 1. at the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 2. procedures which management officials of the Agency will observe in exercising any authority under this section; or
 3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

1-11 NEGOTIATED PROCEDURES

Nothing in this agreement shall preclude the parties from normal negotiating procedures. Nothing in this agreement precludes negotiating appropriate arrangements for technicians adversely affected by the exercise of any authority of the above rights by the employer.

SECTION V · LABOR ORGANIZATION AND AGENCY RIGHTS AND DUTIES

1-12 EXCLUSIVE REPRESENTATION

The Labor Organization is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering, all Civilian Technicians in the bargaining unit. The Labor Organization is responsible for representing the interests of all Civilian Technicians of the bargaining unit it represents without discrimination and without regard to Labor Organization membership. The Labor Organization may represent technicians in adverse action hearings and appellate reviews. The Labor Organization will also have the rights of 5 U.S.C. 7114 in obtaining information for adverse action hearings or appellate reviews.

1-13 REPRESENTATION RIGHTS

An exclusive representative of the local Labor Organization shall be given the opportunity to be represented at any formal discussion between one or more representatives of the employer and one or more employees concerning any grievance or any other personnel policies or practices, or other general conditions of employment. An exclusive representative of the local Labor Organization shall be given the opportunity to be represented at any examination of an employee in the bargaining 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. The supervisor will inform the technician of his Weingarten Rights before a counseling session that could lead to disciplinary actions or action described under Weingarten Rights.

1-14 INDIVIDUAL RIGHT TO REPRESENTATION

A Civilian Technician is not precluded from:

- a. being represented by an attorney or other representative, other than the Labor Organization, of the technicians own choosing; or
- b. exercising grievance or appellate rights established by law, rule or regulation; except in the case of grievance or appeal procedures negotiated within this agreement.

1-15 TECHNICIAN RIGHTS

The Agency and the Labor Organization will not interfere with, restrain, or coerce any technician in the exercise of their rights under law. The Agency and the Labor Organization will not coerce, discipline, fine, or attempt to coerce a member of the Labor Organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as a technician, or the discharge of the member's duties as a technician. The Agency and the Labor Organization will not discriminate against a technician with regard to the terms or conditions of membership in the Labor Organization on the basis of race, color, creed, national origin, sex, age, political affiliation, marital status,

1-16 PROHIBITED PRACTICES

The Labor Organization will not call or participate in, a strike, work stoppage, or slowdown, or in the picketing of the employer in a labor management dispute if the intent of such picketing is to interfere with the Agency's operations. The Labor Organization will not condone any such activity and should attempt to prevent or stop such activity.

1-17 CONTRACT ENFORCEMENT

The Labor Organization recognizes the joint responsibility with the employer for the administration and enforcement of this agreement.

1-18 BULLETIN BOARDS

The employer agrees that in all activities with four (4) or more bargaining unit employees the Labor Organization shall be afforded bulletin board space for the display of Labor Organization material as follows:

- a. On existing "consolidated" bulletin boards, sufficient space to allow for posting of Labor Organization material.
- b. On other existing bulletin boards, if required to identify the area shop steward.
- c. If a shop/work area does not have a bulletin board, wall space will be made available in a high visibility area for the purpose of identifying the shop steward. The Union agrees that if such additional space is required, agreement will be reached with the area supervisor(s) and the shop steward as to appropriate location, size and type.
- d. The Union will use existing bulletin boards.
- e. The Union will have space on the 148th Base "Share-point" page for the dissemination of information to bargaining unit members.

1-19 STANDARD OFFICE EQUIPMENT USE

The employer agrees to allow the Labor Organization use of standard office equipment if beneficial to employer and employees IAW written policy and budgetary constraints.

ARTICLE 2
PERTINENT INFORMATION AND DIRECTIVES
APPLICABLE TO THE EMPLOYER AND THE LABOR ORGANIZATION

2-1 EMPLOYER INFORMATION

The employer agrees to make available to the Labor Organization all pertinent Technician Personnel Regulations and assure that additional policies and directives of the agencies (NGB and OPM) are made available during normal duty hours.

2-2 LABOR ORGANIZATION INFORMATION

The Labor Organization agrees to provide the Vice Commander with any pertinent labor/management relations directives that they receive.

2-3 STAFFING DOCUMENT

When requested by the Labor Organization, the employer agrees to furnish a copy of the Technician Manning document,

2-4 FLYING/ COMPRESSED SCHEDULE

The Union will have full involvement with the Flying and Compressed Scheduling process.

**ARTICLE 3
LABOR ORGANIZATION SHOP STEWARDS**

3-1 SHOP STEWARDS

The shop steward is an official Labor Organization representative. The supervisor of the section concerned will consult with the steward designated for an area on any matter that will affect the conditions of employment of the technicians within the section prior to any notification of the technicians concerned. It is understood that the steward may speak for the technicians of the section, but will not make decisions on contractual intent.

3-2 NUMBER OF STEWARDS

Twelve (12) stewards may be designated by the Labor Organization. The Labor Organization may designate a temporary steward in the event four (4) or more bargaining unit members are sent TDY. This steward will be selected from the members going TDY.

3-3 LIST OF OFFICERS AND STEWARDS

The Human Resource Office will be furnished with a complete list of officers and stewards and their designated areas after each election or anytime a change occurs.

3-4 ROLE OF STEWARDS

Where the Labor Organization president, or other officer, and a steward are assigned to the same functional area, the steward is the official Labor Organization representative for grievance processing, formal discussion and Weingarten situations. If appropriate or necessary, the steward is responsible for informing the Labor Organization president or other elected officer of matters for which they have been contacted.

3-5 NATIONAL OFFICERS AND REPRESENTATIVES

Representatives of the Labor Organization's national organization may visit the activity location at any time on official Union business, subject to the Labor Organization advising the employer (Wing Commander or representative) at a minimum of one business day or as soon as practical.

The following information will be provided to the 148th Leadership:

- a. Name of the visiting official
- b. Position held
- c. Purpose of the visit
- d. Time and duration of the visit, and
- e. Name of any employee/official to be contacted.

ARTICLE 4
LABOR ORGANIZATION BUSINESS OFFICE

4-1 OFFICE

Sole office space will be made available for Union officials in Building 212. The Union will be furnished one desk, chairs and a lockable file cabinet as well as a computer for conducting official business of the Labor Organization. The Union agrees to maintain the office in a clean and neat appearance and be responsible for all furnishings.

4-2 TELEPHONE

The Labor Organization may make use of existing local or DSN telephone service if beneficial to employer and employee. The Chapter President will be listed in the Base Telephone Directory as "President, Association of Civilian Technicians, Duluth Air Chapter". The Union will be provided two dedicated phone lines, one to be used for computer access/FAX while the other for voice communication. The Agency will provide appropriate long distance codes to Executive Board Chapter Officers for all necessary official Union calls. The Agency will provide a letter authorizing the use of a Union cellular telephone for Union officials in non-restricted areas to ensure communication with Union membership at all times.

4.3 ENVIRONMENTAL SUPPORT

The office space will be environmentally supported in the same manner as the rest of the offices in that building when feasible.

ARTICLES PAYROLL DEDUCTION

5-1 WITHHOLDING FORM

The standard form for dues deduction, SF 1187, will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues.

5-2 PROCESSING

The completed standard form will be given by the Labor Organization to the Civilian Pay Office.

- a. The standard form will be completed and certified as to the amount of withholding (0.7 percent of base pay) and that the member has been advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.
- b. The standard form may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the Civilian Pay Office. Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rate of base pay changes.
- c. An allotment shall be terminated when the technician leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Labor Organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the technician has been suspended from the Labor Organization.

When a technician is temporarily promoted or detailed to a position outside of the bargaining unit, management agrees to automatically reinstate dues withholding upon the technician's return to the bargaining unit.

5-3 DUES LIST

A listing in two (2) copies will be provided to the Labor Organization, of those persons from whom a payroll deduction was made. The listing will be prepared by DFAS and in a manner consistent with its current format. The remittance check and one copy of the listing will be forwarded to the mailing address as designated in writing by the Labor Organization.

5-4 DUES REVOCATION

The employer agrees to provide the Labor Organization with copies of the standard form for use in revoking dues allotments. These forms will be available in the Labor Organization office to those individuals wishing to revoke their dues withholding.

- a. The individual will turn the completed standard form into the Civilian Pay Office.
- b. The Comptroller office shall date and initial all copies of the standard form upon receipt from individual. The second copy of the standard form shall be forwarded by the Civilian Pay Office to the Labor Organization within one pay period after receipt of the signed form from the technician.

ARTICLE 6
OFFICIAL TIME FOR EXCLUSIVE REPRESENTATIVES

6-1 OFFICIAL TIME

- a. Official time will be made available without loss of annual leave during normal duty hours for the Labor Organization representatives to carry on business that is of mutual interest to the employing Agency and the Labor Organization. Official time provisions encompass negotiations between a Labor Organization representative and the employer, regardless of whether such negotiations pertain to the negotiations of a basic collective bargaining agreement. Labor Organization representatives' normal work schedule may have to be adjusted to provide for maximum utilization of the approved official time provisions contained within this article.
- b. Official time provisions encompass negotiations between an exclusive representative and an Agency, regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining agreement. In order to enhance the labor-management relations program, and brief conversations or miscellaneous, incidental contacts where Labor Organization business is discussed is not considered official time.

6-2 GRANTING OF OFFICIAL TIME

Official time will be granted in the following manner. The Labor Organization representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. The supervisor should 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. Official time provisions include, but shall not be limited to:

- a. Steward(s) conferring with technicians and/or supervisors on grievances.
- b. Labor/Management Partnership meetings should be held monthly on a scheduled basis, with an agenda as necessary, to meet and confer, and/or bargain procedures and implementation of policies which affect working conditions or for the Labor Organization to make recommendations to management. Additional meetings may be called by either party, as required.
- c. Preparatory time for pre-negotiation, negotiation, appeals, grievances, adverse actions, complaints or scheduled meetings.
- d. Travel time to and from pre-arranged meetings with the Adjutant General and other Labor Organization or management officials. In accordance with applicable Joint Travel Regulations (JTR), the Labor Organization representatives will receive full travel and per diem allowances when these meetings are scheduled out of the representative's immediate area. The Labor Organization will follow the JTRs for maximum per diem rates.
- c. To prepare and maintain records and reports required of the Union by federal agencies. To maintain financial records and books required to complete Department of Labor reports.

6-3 REPRESENTATIVE TRAINING

The employer agrees to grant the Union representatives 1000 hours of official time over the life of the contract to receive non-Agency/government information, briefing or orientation, relating to matters of training and mutual concerns to the employer and the technician in their capacity as Labor Organization representatives. The Labor Organization officers and officials shall be responsible for recording the use of this time and may request additional time from the HRO as needs arise. The Union bears responsibility for showing in what way representatives' participation in the meeting, conference or conversation will have the required benefit for management.

6-4 CIVILIAN ATTIRE

Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions. These functions include but are not limited to:

- a. While engaged in negotiations of any kind with Agency representatives;
- b. Labor/Management meetings with Agency representatives.
- c. Labor/Management seminars in state.
- d. 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.
- e. Performing representational duties on behalf of bargaining unit members, to include investigations and complaints
- f. When representing the Labor Organization on committees, at hearings, or at third party proceedings.
- g. Technicians in the bargaining unit will not be required to wear the military uniform, while:
 - (1) Processing a grievance at any formal step of the negotiated grievance procedure.
 - (2) Appearing as a grievant or Labor Organization official in any third party proceeding.

6-5 FULL-TIME REPRESENTATIVES

The employer agrees that when adequate advance written notice is given, a technician in the unit who has been elected or appointed to a National Labor Organization office, or as a delegate to ACT activity requiring an extended leave of absence, will be afforded such a leave of absence for a period concurrent with the term of office or appointment for that position, workload permitting. The technician's rights and privileges will be protected under the applicable provisions of the Code of Federal Regulations and other appropriate Federal Personnel directives.

6-6 LABOR ORGANIZATION PARTICIPATION

The employer agrees that representatives of the Labor Organization, if requested by the Local Wage Survey Committee, through the employer, will participate in accordance with 5 CFR in FWS wage surveys. Time required to perform required duties will be in a duty status. Senior Leadership reserves the right to approve/disapprove representatives based on mission requirements.

ARTICLE 7
NEW TECHNICIAN COUNSELING PROCEDURES

7-1 PROCEDURE

The employer agrees to maintain its present procedures to assure that a new employee will be counseled on all aspects of employment within one (1) pay period after the effective date of employment. The Labor Organization agrees that the present in-briefing for new employees is an excellent format. The employer agrees that, as part of the orientation, all new employees appointed to a position in the bargaining unit shall be informed of the Labor Organization's exclusive status of representing employees. The employee's Weingarten Rights will be included. When a new technician is hired, the Union agrees to provide a copy of the current Labor Management Agreement during the Union in briefing from a Union official.

7-2 NOTIFICATION

The employer conducts in-briefing as needed within the first pay period. The employer will notify the Labor Organization concerning the appointment of a new bargaining unit member upon receipt of the appropriate Standard Form 50 (Notification of Personnel Action).

**ARTICLE 8
BASIC WORK WEEK· HOURS OF WORK**

8-1 ADMINISTRATIVE WORK WEEK

The basic administrative work week is controlled by 5 CFR 610 et.seq, which includes the following information contained in ARTICLE 8.

The administrative workweek is established as Sunday through Saturday with Sunday as the first day.

8-2 BASIC WORK WEEK

The basic work week is established as the first forty (40) hours worked during the administrative work week by each technician. Work schedules are approved through the chain of command to the HRO. Any changes to the work schedules for employees must have prior approval (normally two weeks) through the same process prior to implementation.

8-3 SHIFTS

- n. Standard shift options are established as being: A schedule, eight and one half (8 ½) hours in length; 01- B schedule, nine and one half (9 ½) hours in length; or C schedule, ten and one half (10 ½) hours in length with one half (1/2) hour scheduled for lunch break.
- b. Each technician is authorized a one half (1/2) hour of duty free time for a lunch break each day. The lunch periods will normally be scheduled near the mid-point of tire work shift.
- c. Technicians scheduled to work through their normal scheduled lunch period will have the option to reschedule the lunch period or take a lunch break of twenty (20) minutes or less within close proximity to their work station and be available for work assignments.
- d. Management will make every effort to coordinate the workload to allow the uninterrupted lunch break. If technicians are not allowed a one half (1/2) hour uninterrupted lunch break, they will be released one half (1/2) hour prior to the end of the scheduled shift or accrue compensatory time.
- e. Areas requiring constant surveillance of telephones or equipment, when determined by the immediate supervisor to be in the best interest of the mission to continue surveillance over the authorized one half (1/2) hour lunch break, may work eight or nine hour shifts.

8-4 SPECIAL SHIFTESSIGNMENTS

The employer agrees that any technician 11 who requests to work a specific work schedule because of personal and/or family problems (i.e. to attend educational classes, single parents, sickness in the family) should be granted special consideration in work schedule selection. Work schedule changes must be requested through the supervisory chain to the HRO.

8-5 SHIFT CHANGE NOTIFICATION

Normally, technicians will be notified no less than two weeks in advance of a work schedule change. Normally, work schedules will be posted in each work area. Normally, technicians will be notified of unusual work duties no less than two weeks in advance. Shift differential, if authorized, for original shift will be paid if two week notice is not provided. Situations which impose 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 are excluded from the two week notice requirement.

8-6 SHIFT REASSIGNMENT

The employer will not arbitrarily remove an individual who has routinely worked a shift, from that shift. When there is a mission driven need to support a night flying operation, every effort should be made to establish a normal afternoon shift schedule.

8-7 STANDBY

Standby is understood to mean: "At any time a technician is directed to standby at home or another location and be prepared to respond instantly, thus limiting the technicians activities, including social activities, then it is agreed upon that person is in a standby status, thus earning compensatory time".

8-8 BREAK TIME

One fifteen (15) minute break period is authorized for each four (4) hour period of continuous work. The break will not be combined with the lunch period.

8-9 PREMIUM PAY

All shift, holiday and Sunday premium pay will be paid as authorized by law or regulation. Request for Overtime or Holiday Premium Pay (AF Form 428) must be completed by supervisor and Unit commander and approved by 148th Financial Management Budget Officer or Comptroller and HRO prior to work being completed. In selecting qualified participants, technician seniority will be used, computed by Service Compensatory Date. Personnel scheduled to work Sundays and Holidays will be briefed as to their pay status prior to the scheduled work.

8-10 OVERTIME

a. The Union agrees that the determination of the necessity for overtime work (including the nature of the work, the need for special skills, the priority of productive or support effort and the number of employees required) is a function of management. First consideration for overtime will normally be given to the employees who are currently assigned to the job. The second consideration will be given to other employees in the area who are best qualified to the job where overtime work is required. Supervisors will make every effort to make an equitable rotation of overtime among the employees of the section concerned who best perform the required work. The supervisor will consider matters of health, safety, difference in individual productivity where supervision is either restricted or absent, special skills, mission requirements and continuity of work. If individual productivity, supervision, or special skills is a contributing factor the supervisor will inform employees involved.

b. Except in emergencies, in the assignment of overtime or additional duty, the Employer agrees to provide employees with a minimum of two (2) hours' notice.

**ARTICLE 9
PERFORMANCE MANAGEMENT**

9-1 PERFORMANCE MANAGEMENT SYSTEM

Performance Management is governed by MN ANGR 40-5 and MN GR 36-1. When a new or revised Position Description (PD) is implemented, the affected technician(s) will receive a copy and the new performance plan will be reviewed and updated as necessary.

9-2 OTHER DUTIES AS ASSIGNED

The term "other duties as assigned" as part of the position description is defined to mean reasonably related duties to the job/position. This does not preclude the Agency from assigning additional, though unrelated, duties. Work assignments shall not be in violation of prohibited personnel practices or any relevant law, rule, regulation and this agreement.

9-3 ADDITIONAL DUTIES

There are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be equitably distributed among the remaining work force within the area of concern on a fair and equitable basis.

9-4 APPRAISALS OF UNION OFFICIALS

The time spent by Union representatives in the performance of their representational duties will not be taken into account when accomplishing their performance appraisal. Rather, the performance appraisal will be based solely on performance of their officially assigned work.

**ARTICLE 10
DETAILING OF TECHNICIANS**

10-1 DEFINITION

n. 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 the original position at the conclusion of the detail. A technician may be detailed for a maximum of 120 days per detail.

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

10-2 PROCEDURE

Management realizes and acknowledges that details of technicians out of their specialty must be used in a judicious manner. Therefore the following procedures are established:

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

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.

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, management agrees to explain the circumstances to the affected technicians.

10-3 RECORDING OF DET&ILS

Official details will be recorded on SF Form 52 at the time the action occurs.

10-4 TEMPORARY PROMOTION

When the employer requires the duties of a higher-grade position, to be performed for two or more full pay periods, the technician will be temporarily promoted rather than detailed. A temporary promotion will not be considered Pre-selection. HRO will approve all such temporary promotions. A SF 52 will be submitted to the HRO for approval no later than seven (7) working days prior to the first day of the temporary promotion. If the temporary promotion is to last for a period of one hundred twenty (120) days or longer, the MNGRN 36-1 (AIR) procedures will apply.

ARTICLE 11 Temporary Duty (TDY)

11-1 GENERAL

A TDY will be announced to the Union as soon as information of the assignment is available. Union/Management Pre-Decisional Involvement (PDI) will be incorporated in all deployments and TDYs. Selection of technicians for temporary duty assignments will be based upon official necessity and qualifications of the individual to best perform the mission required without regard to sex, race, religion or national origin. So far as necessary in the full performance of their position duties, technicians are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty station. The employer agrees to attempt to insure that problems created by TDY assignments will have a minimal impact on morale of the individual technician. Information on the assignment will be made known on a continuing basis to the affected technicians as it becomes available. Technician employees will be housed in accordance with AFI 34-246. (AFI 34-135)

11-2 MODE OF TRANSPORTATION

Technicians will use the method of transportation administratively authorized as per Joint Travel Regulations or other lawful regulations. Any person traveling by a mode of transportation other than the authorized means shall be paid only for the per diem for travel by that mode. A technician with a medical certification that prohibits flying shall not be required to travel by aircraft and may use other methods of transportation.

11-3 TDY ANNOUNCEMENT POSTING

When announcing a TDY of seven (7) days or more, for which bargaining unit members are required, the affected personnel will be provided the following information:

- a. Technician status or leave status.
- b. Mode of transportation.
- c. Number of technicians required.
- d. Lodging plans
- e. TDY, or site transportation (rental cars).
- f. A proposed work schedule and schedule of events.
- g. Per-diem rates.

11-4 COMPENSATORY TIME

Time spent for official travel away from the permanent duty station is considered hours worked.

ARTICLE 12
ENVIRONMENTAL DIFFERENTIAL PAY COMMITTEES

12-1 ENVIRONMENTAL DIFFERENTIAL PAY

- a.** Environmental Differential Pay (EDP)/Hazardous Duty Pay (HOP) will be paid as outlined in 5 CFR or applicable regulations when technicians are exposed to the severe nature of hazards, physical hardships or working conditions. It is recognized that all reasonable measures will be taken to practically eliminate or reduce the dangers or risks which contribute to, or cause the hazard, physical hardship or working condition.
- b.** Environmental Differential Pay (EDP) and Hazardous Duty Pay (HDP) are governed by MNGR 40-13 (Air) and by 5 CFR Parts 532 and 550.
- c.** Any changes to existing practices or policies on EDP/HDP will be governed by the Minnesota National Guard Regulation after appropriate impact and implementation bargaining.
- d.** All safety information relating to EDP/HDP shall be provided to the Union upon request.

**ARTICLE 13
HEALTH, SAFETY, AND WELFARE**

13-1 COMBINED SAFETY AND AFOSH COUNCIL MEETING

- a. The Occupational Safety and Health (OSH) Council has been established to provide a forum for discussion of OSH problems and to make recommendations to the Commander on OSH related matters.
- b. The Council meets quarterly to discuss OSH problems and to resolve Hazard Reports, AF Form 457, that are not resolved at a lower level.
- c. The Labor Organization will be notified of the Council agenda items that deal with technician orientated OSH matters or labor submitted Hazard Reports.
- d. Labor Organization Representatives will be part of the council.

13-2 WORKERS' COMPENSATION

Technicians shall immediately report job connected injuries or illness to their supervisor. The supervisor, with the technician, shall insure proper procedures are followed and that all necessary documents are completed. When the technician is incapacitated and unable to notify the supervisor of injury or illness, it shall be Management's responsibility to initiate required procedures as soon as they are aware an incident has occurred. Local processing of workers' compensation claims will be coordinated with the HRO. In all situations involving federal workers' compensation, the HRO is available to assist the technician and if necessary ensure all required procedures are accomplished. In the event of a workers' compensation claim, Management will advise the technician as to their entitlements and obligations under the Federal Employees Compensation Act.

13-3 EXTREME COLD/EXTREME HEAT

The employer and the Labor Organization mutually recognize the hazards of working in extremely cold temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. It is acknowledged that it is the responsibility of each technician to insure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. Authorized foul/cold weather protective gear will be furnished by the employer at no cost to the technician.

- a. Management acknowledges that there are certain cold factors beyond which technicians are incapable of performing sustained work.
- b. The exposure time superimposed on the National Weather Service wind-chill index table indicating the duration of outside work that may be performed without rotation will be used. A fifteen (15) minute warm-up period is agreeable.
- c. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense must be applied along with the above indicated maximum exposure time.
- d. Exposure to extreme cold or extreme heat shall be governed by the Base Instruction (DANGBI 91-208) as agreed to through the base partnership process.

13-4 TDY SAFETY

When technicians are sent to repair an aircraft or other equipment out of commission at other than home station, full consideration will be given by the employer to the method, the means, and the appropriate number of personnel by which such repair should be accomplished, to insure both expeditious job accomplishment and safety of personnel.

13-5 SAFETY GLASSES

The employer will provide safety glasses with prescription lenses to those technicians whose technician job requires safety glasses and have a medical requirement for prescription lenses. The request and justification will be approved by the technician's supervisor. The required I 48FW Form 43 is available through the ground safety office. The technician will furnish a current eye glass prescription or a new prescription as vision changes occur. The lenses and frames will meet AFOSH standards. The lens will be clear or transitional

13-6 PROTECTIVE CLOTHING

All protective clothing and equipment authorized by applicable regulations and Tables of Authority (TA) will be provided by the employer at no cost to any technician.

- a. The employer will furnish and replace as needed uniforms ready to wear, with all appropriate rank insignia, patches and any other cloth attachments properly sewn on.
- b. Coveralls will be supplied and laundered by the Agency and worn by technicians during actions that would expose the technician to a high level of dirt or grease. Coveralls and uniforms contaminated with JP-8 or other solvents and toxic substances identified by MSDSs will also be laundered by the Agency.

13-7 SAFETY FOOTWEAR

- a. The intent of this agreement is to afford an alternative avenue to acquire appropriate safety footwear.
- b. The parties do not intend to alter the appearance of the military uniform or relax militarily prescribed uniform standards.
- c. Full-time personnel, who by the nature of their duty positions, are authorized to obtain safety footwear and be reimbursed at the replacement cost. **(Personnel must first utilize the supply system prior to purchasing such footwear) (See Base Safety Boot Program)**

13-8 PHYSICAL FITNESS

Employees are authorized to participate in the physical fitness as per guide lines established by JFMN-J1-H. Supervisors should make every effort to ensure all employees have the opportunity to participate. Employees may be allowed up to 90 minutes of duty time for PT 3 times per week.

13-9 TECHNICIAN PROGRAMS

The parties recognize the importance of programs established for the welfare of technicians. The Employer and the Labor Organization agree to encourage technician participation in appropriate programs.

- a. Objectives: The objective of the Employee Assistance Program (EAP) is to identify and assist tecrucial1s with behavioral or personal problems which impact upon work performance or disrupt interpersonal relations with other technicians in the immediate work environment.
- b. Applicable Directives: TPR 752 & TPR 792 provide guidance for these programs and will be used in determining technician assistance actions.

13-10 LOSS OF ESSENTIAL SERVICES

In situations where essential services are disrupted and not expected to be restored for an extended period of time, affected employees shall be allowed to relocate to a safer working environment or be considered for placement into administrative leave status. Senior Leadership will inform Union Leadership of these situations and discuss available options.

ARTICLE 14 LEAVE

14-1 GENERAL

Joint Forces Minnesota Regulation (JFMNR) 690-990-2 establishes the basic leave policies for employees of the MN ANG. The employer will make no changes to any provision of the plan without first consulting and/or impact and implementation bargaining with the Labor Organization,

14-2 ANNUAL LEAVE

- a. Annual leave will be administered on a uniform and equitable basis within the scope of applicable regulations.
- b. Each employee will be allowed to schedule/use annual leave in the amount that will normally accrue during the current leave year. The employer will make every reasonable effort to honor the leave requests for the employees. Annual leave is an employee right, subject to the approval of the head of the department. In situations where there are more employees requesting leave for a particular period than can be approved due to mission requirements, the supervisor will consider mission accomplishment and seniority when granting leave.
- c. Requests for emergency leave will be considered on an individual basis. Employees will call their supervisor as close as possible to the start of the work shift for approval of emergency leave, stating the reason for the request and the approximate length of time he/she expects to be absent from work. In the event the leave is denied, the supervisor will advise the employee of the specific reason.
- d. Annual leave will be charged to an employee's account in fifteen (15) minute increments.
- e. A maximum of two hundred forty (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 two hundred forty (240) hours will be accomplished in accordance with JFMNR 690-990-2. Supervisory recommendations to do so must be in writing and forwarded to the HRO thirty (30) days prior to the end of the current leave year, with appropriate documentation attached.
- f. Employees who are dissatisfied with the administration of their leave may have the matter resolved under the grievance procedure established in this agreement.

14-3 SICK LEAVE

- a. Sick leave will be authorized in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the employee to provide information for the supervisor to ascertain whether absences are properly chargeable to sick leave. It is the employee's duty to inform the supervisor on a daily basis of the need for sick leave. The employee must accomplish this notification as close as possible to the start of the work shift. Medical certificates may be required under the following conditions:
 - (1) For absence in excess of three (3) workdays.
 - (2) For absences of short periods at frequent intervals whenever there is reason to believe that the sick leave privilege is being abused, in such cases, the employee will be advised that a medical certificate will be required to support any future grants of sick leave regardless of duration. This will be annotated on the employee's NGB Form 904-L. The employer will review the sick leave record of those employees required to present a medical certification for each sick absence at least every six (6) months to determine if the requirement should continue. The supervisor will inform the employee upon cancellation of the requirement to provide documentation.
- b. Sick leave is authorized upon request for all dental, optical, and doctor appointments including reasonable travel time as necessary for both local and non-local appointments.

14-4 FAMILY AND MEDICAL LEAVE

- a. The Family and Medical Leave Act (FMLA) of 1993 became effective on August 5, 1993. The FMLA provides certain federal employees with entitlement to a total of twelve (12) administrative workweeks of unpaid leave during any twelve-month period in the following situations:
 - (1) The birth of a child and the care of the newborn baby,
 - (2) The placement of a child with the employee for adoption or foster care.
 - (3) The care of the employee's spouse, son, daughter, or parent with a serious health condition.
 - (4) A serious health condition of the employee that makes the employee unable to perform the essential functions of his/her position.
- b. Under FMLA an employee may elect to substitute paid time off (i.e., annual leave, sick leave, compensatory time off, or credit hours under a flexible work schedule) for leave without pay, consistent with current laws and regulations governing these leave categories. The employer may substitute paid leave as appropriate within the

applicable regulations and consistent with the FMLA. Under certain circumstances with the employer's approval, this leave may be taken on an intermittent basis rather than all at once, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. The employee may continue health benefits while he/she is on leave and is entitled to be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

14-5 TRAUMATIC LEAVE

Federal employees 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 doctor.

NOTE: Early filing of a worker compensation claim form (Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay Compensation (CA-1) or Notice of Occupational Disease and Claim for Compensation (CA-2)) is essential to assure full coverage for any job related injury or illness.

14-6 MILITARY LEAVE

a. Military leave is a special form of administrative leave granted to federal government employees for the purpose of performing military active and inactive duty on an annual basis. Military leave is credited to a full-time employee on the basis of an eight (8) hour workday. Therefore, a full-time employee working a 40-hour workweek will accrue 120 hours each fiscal year (15 days x 8 hours = 120 hours), or the equivalent to three 40-hour workweeks. Military leave may be charged for the hours that the employee would have worked and received pay per that day's work schedule. Members will not be charged military leave for weekends, holidays or other non-scheduled workdays within the period of military service. Employees who request military leave for inactive duty for training (which is normally 4 hours) will be charged only the amount of military leave necessary to cover the period of training. Hours in the civilian workday that are not chargeable to military leave must be worked or charged to another leave category, as appropriate. If all accrued military leave is not used, a maximum of 240 hours may be carried over to the next fiscal year. Employees are not required to use military leave prior to the use of other appropriate leave,

b. Technicians who are required to participate in operations outside of the United States (Title 10 duty) and choose to do so on "non-pay" orders for the portions of their military work week that are the same as their technician work week (i.e. they are on non-pay military orders Monday through Friday) may use up to an additional 44 days of military leave so that they will receive their technician pay check rather than their military pay. This new category of leave is provided for by 5 U.S.C. § 6323 (D). This type of military leave is only charged for work hours and is charged in the same manner as annual leave. A technician using this type of leave must be on Title 10 "non-pay" duty when they use it. The Command of the technician can publish a series of orders that place the technician on "non-pay" orders for the technician work week and on "for pay" military orders on the weekend if appropriate. Even though the technician is being paid by the technician pay system while they are in this status, the military rules apply to all aspects of their duties.

14-7 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 that would be of benefit to the Agency.
- b. Recovery from illness and/or disability.
- c. Personal/family emergencies.

14-8 ADMINISTRATIVE LEAVE

a. Employees may be granted administrative leave to perform acts or services that the BRO has determined to be an activity that would benefit the federal government and the National Guard.

b. *Funeral Leave.* Administrative leave is granted to federal employees not in excess of four (4) hours to attend the funeral of deceased current or former members of the National Guard, current or former employees of the Minnesota National Guard and civil leaders from local communities. Employees may also be granted leave to participate as an active pallbearer, a member of a firing squad or a guard of honor if otherwise on appropriate orders. No government transportation is authorized.

c. *Leave for Blood Donation.* The employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. Administrative leave for donation of blood may be authorized up to four (4) hours at the work site if the employee is not able to return to work. Employees donating blood are not guaranteed four (4) hours off work. Employees must return to the work site. If unable to return to the work site (because they are faint or weak), the employee will stay at the donation site for up to four (4) hours.

d. Jury duty/official witness:

- (1) Court leave applies to both permanent and indefinite; either full-time or part-time employees.
- (2) Employees must be under proper summons from a court to serve on a jury. There will be no charge to leave for the entire period, regardless of the number of hours per day or days per week they actually serve on the jury. Employees that are dismissed due to non-selection for jury duty must return to their work site for the remainder of the day.

e. Voting. Administrative leave is authorized only when polls are not open at least three (3) hours before or after regularly scheduled duty hours.

f. Volunteer firefighters will be granted excused absence when responding to emergencies or medical emergencies, workload permitting.

g. Interviews. Employees who have applied for a new position will attend their interview in a duty status. There is no leave charged for the interview or the travel involved with these interviews. Employees interviewing for positions outside the Agency will use annual leave, LWOP, or compensatory leave.

14-9 COMPENSATORY TIME

a. Overtime pay is not authorized for National Guard employees. Compensatory time will be given to employees on an hour for hour basis for the amount of time spent by them in overtime work in excess of their scheduled tour of duty in accordance with applicable regulations. The employee is encouraged to document or explain circumstances that would justify a greater amount of compensatory time. Any employee called back to work outside the basic workweek shall be given a minimum of two hours compensatory time.

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

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

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

e. Compensatory time will be administered between the supervisor and the individual concerned. Such time will be administered in the same manner as annual leave. Compensatory time should be taken within twenty-six (26) pay periods from the pay period which it was earned. At the end of the twenty-sixth pay period after which it was earned, any unused compensatory time will be forfeited. It is the employee's responsibility to request use of the compensatory time to avoid its loss. Supervisors will grant compensatory time, which will be lost if not used.

14-10 LEAVE TRANSFER

The leave transfer program is a program to donate leave to another employee's leave account or transfer annual leave to other federally employed family members in leave share programs. When the need arises, this program will be implemented in accordance with applicable regulations current at the time the need exists. Changes to implementing instructions will be impact bargained.

14-11 LEAVE OF ABSENCE

The employer agrees that when adequate advance written notice is given, an employee in the unit who has been elected or appointed to a Labor Organization office, or as a delegate to a Labor Organization activity requiring an extended leave of absence, shall be granted annual leave and/or leave without pay. Such leave of absence shall not exceed one (1) year for each application.

**ARTICLE 15
MERIT PLACEMENT PLAN**

15-1 MERIT PLACEMENT

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

15-2 ABSENT DURING POSTING PERIOD

The individual who is absent is responsible for keeping informed and making applications for jobs that come open during their absence.

15-3 TRAINING

Managers, supervisors, and Union officials will be offered annual training on merit placement.

ARTICLE 16 GRIEVANCE PROCEDURES

16-1 GENERAL

Civilian Technicians within the bargaining unit are required to use this agreed to grievance procedure as a means of resolving all complaints covered by this article. The technician retains the right to request Labor Organization 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 Labor Organization will be served a copy of this waiver. However, the Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the agreement. A grievance will be formally presented normally not later than **FORTY FIVE (45) 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.

16-2 DEFINITIONS

A grievance is:

- a. Any complaint by any technician concerning any matter relating to the employment of the technician,
- b. Any complaint by the Labor Organization concerning any matter relating to the employment of any technician,
- c. Any complaint by any technician, the Labor Organization, or Agency concerning:
 - (1) The effect of interpretation, or a claim of breach, of the collective bargaining agreement;
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment as defined in 5 USC § 7103,

16-3 REPRESENTATION

The Labor Organization is assured the right to represent itself and/or each and any technician in the bargaining unit in the presentation and processing of any grievance or adverse actions.

16-4 EXCLUSIONS

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded by law (PL 95-454 & 32 USC 709) 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 Para. 7532 (National Security) of Title 5, USC
- d. Any examination, certification, or appointment.
- e. The classification of any position that does not result in the reduction in grade or pay of a technician. This matter may be appealed under other procedures.
- f. An EEO complaint.
- g. Action covered by the statutory appeals procedure contained in Section 709, Title 32 USC.

16-5 EXCLUSIVE PROCEDURE

The employer and the Labor Organization agree that the negotiated procedure is a procedure available to the Labor Organization and the technician(s) in the bargaining unit for processing of any grievance.

16-6 TECHNICIAN RIGHTS

All technicians 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 technician(s) or Labor Organization grievances. In exercising this right, the technician(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

16-7 PRESENTING A GRIEVANCE

- a. A grievance must be presented using the agreed to grievance form which is included as part of this article.
- b. The Labor Organization has the right, on its own behalf or on the behalf of the bargaining unit technician(s), to present and process grievances.
- c. Any employee or group of employees in the bargaining unit may be represented by the Labor Organization in filing a grievance under the procedures set forth in this article. It is understood an employee may decline to be represented by the Labor Organization in advancing a grievance under this article. However, it is further understood only the Labor Organization may invoke binding arbitration on behalf of an employee who claims dissatisfaction

with any settlement reached under the negotiated procedure. When an employee presents a grievance on their own behalf the Labor Organization will be given an opportunity to be represented. Any adjustment of a grievance presented under this circumstance shall be consistent with the terms of this collective bargaining agreement.

d. The appropriate supervisor or manager involved will notify the Labor Organization of grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be a Union official.

16.8 OFFICIAL TIME

A reasonable amount of official time, without charge to leave, will be afforded in accordance with the following:

- a. To the technician to discuss, informally, with his/her first line supervisor and/or their Labor Organization representative, any dissatisfaction the technician may have.
- b. To a Labor Organization representative to discuss informally or formally with the appropriate management official any complaint the Labor Organization may have concerning matters under this agreement.
- c. To the technician and the designated Labor Organization representative for preparing and presenting the grievance at all levels.

16.9 GRIEVANCE PROCESS

INFORMAL GRIEVANCE. It is agreed that settling of problems may be accomplished verbally before becoming formal. At this informal stage, the technician and the representative should meet with the supervisor/manager concerned and attempt to resolve the issue(s) that caused the grievance. This step is encouraged by both the Employer and the Labor Organization.

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

STEP 1 The grievance will be prepared in writing, on the attached form. The grievance will be presented to the lowest level employer representative with authority to resolve the grievance. The grievance will be discussed at the time of presentation. The employer representative will provide a determination of settlement, in writing, to the individual and the Labor Organization within five (5) working days.

STEP 2 If the grievant is dissatisfied with the settlement offer at step one, the grievance will be presented to the appropriate Group Director. The grievance will be discussed at the time of presentation. The Group Director will provide a determination of settlement, in writing, to the individual and the Labor Organization within five (5) working days.

STEP 3 If the grievant is dissatisfied with the settlement offered at step two, an appeal may be made to the Air Commander or designated representative. The Air Commander or designated representative will provide a determination of settlement, in writing, to the individual and the Labor Organization within seven (7) working days.

STEP 4 If the grievant is dissatisfied with the settlement offered at step three, an appeal may be made to the Adjutant General within fifteen (15) working days. A decision, in writing, will be rendered within fifteen (15) working days to the grievant and the Labor Organization. A grievance file will be maintained by the HRO,

NOTE: Timeframes will be adhered to unless extenuating circumstances require a request for an extension.

16.10 LABOR ORGANIZATION GRIEVANCE

- a. Labor Organization initiated grievances will name the Air Commander as respondent. The Labor Organization agrees to consider all attempt to informally resolve the grievance at an appropriate level prior to formal presentation.
- b. The following procedures will be utilized for all Labor Organization grievances:

STEP 1

The grievance will be prepared in writing and submitted to the Air Commander. The event(s) leading to the grievance will be discussed with the Air Commander at the time of the presentation. An information copy of the grievance as received will be forwarded to the HRO. The Air Commander will provide a decision, in writing, within seven (7) working days, to the Labor Organization Chapter President or designated representative.

STEP 2

If the Labor Organization is dissatisfied with the decision of the Air Commander, an appeal will be forwarded to the I-IRO for action within fifteen (15) working days. HRO will provide a written response to the Labor Organization within seven (7) working days.

STEP3

If the Labor Organization is dissatisfied with the decision of the Air Commander, an appeal will be forwarded to TAG within fifteen (15) working days. TAG will provide a written response to the Labor Organization within fifteen (15) working days.

NOTE: Timeframes will be adhered to unless extenuating circumstances require a request for an extension.

16-11 RIGHT TO INFORMATION

Upon request and subject to law, rule or regulation management will supply the Labor Organization with any official reports and/or documents used in the original action when denying a grievance. This is to insure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of Article 16-9 and 16-10.

16-12 ARBITRATION PROCEDURES

- a. Arbitration may be used to settle unresolved grievances.
- b. Only the Labor Organization or the employer may invoke the provisions of this section.
- c. If either party questions the need for arbitration because of alleged conflicts with applicable existing law or circumstance(s), the arbitrator will simultaneously hear the question and merit(s) of the case. The arbitrator will then rule on the question of whether or not he has the right to decide the merits of the case.

16-13 ARBITRATOR SELECTION

When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent. Within seven (7) working days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance. The party requesting arbitration will strike first. 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 falls to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.

NOTE: If the chosen arbitrator cannot hear the case within thirty (:30) days the intent of Section 16-13 is to allow the parties to select from the remaining names on the list or request a list of seven additional names.

16-14 ARBITRATION EXPENSES

Expenses incurred for the arbitrator will be shared equally by the employer and the Labor Organization.

16-15 DATE AND LOCATION

The arbitration hearing shall be held on a date and at a location mutually agreed upon by the parties. In most cases an Arbitration Hearing shall occur at the facility where the incident occurred.

16-16 FLRA EXCEPTIONS

The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrators award. The period for filing of exceptions is not later than thirty (30) days from the date the award is served on the parties. The date of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final, binding and effective on the thirty first (31st) day.

16-17 COMPLIANCE

Certificate of compliance with the decision of the arbitrator, to include corrective action where appropriate, shall be provided to the other party as soon as practical.

16-18 UNFAIR LABOR PRACTICES

Nothing shall be interpreted to exclude any rights any party to this contract has to bring any action under any procedure provided in 5 U.S.C. § 7121.

**MINNESOTA AIR NEGOTIATED
GRIEVANCE FORM**

1. DATE:	2. GRIEVANT'S NAME:	3. POSITION:
4. SHOP/OFFICE: DULUTH AIR CHAPTER# 73		5. DUTY PHONE:
6. HOME ADDRESS:4612 PHANTOM DRIVE		7. HOME PHONE :
8. GRIEVANCE PRESENTED TO:	DATE PRESENTED:	9. DATE OF INCIDENT:
10. CONTRACT/REGULATION REFERENCES:		
11. DETAILS OF GRIEVANCE:		
12. SPECIFIC RELIEF REQUESTED:		
13. GRIEVANCE STEP: (Initial, date, and attach previous answers.) Informal _____ Step 1 _____ Step 2 _____ Step 3 _____ Step 4 _____ Arbitration Date _____ Date _____ Date _____ Date _____ Date _____ Yes ____ No _____		
14. UNION REPRESENTING: Grievant Signature		15. UNION NOT REPRESENTING: Grievant Signature
16. REPRESENTATIVE:		
17. RECORD OF RECEIPT: (Supervisor at each step signature and date.) Step 1 _____ Date _____ Step 2 _____ Date _____ Step 3 _____ Date _____ Step 4 _____ Date _____		

**GRIEVANT WILL COMPLETE ITEMS 1 THROUGH 12 AND 14 OR 15
Form**

ARTICLE 17
IMPACT BARGAINING FOR APPROPRIATE ARRANGEMENTS

17-1 PURPOSE

Prior to implementation of any procedure or policy that could adversely affect one (1) or more members of the bargaining unit, management will negotiate with the Labor Organization appropriate arrangements regarding the impact of the procedure or policy. Such negotiations will take place prior to any announcement of the proposed management action, which could adversely affect a bargaining unit member's condition of employment. Pre-Decisional involvement will be used in all aspects regarding all conditions of employment, even if the conditions do not directly involve all personnel.

17-2 APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION BARGAINING

Matters appropriate for negotiations and consultation between the parties shall include, but are not limited to, personnel policies, practices and matters which affect working conditions, to include such matters as safety, labor management cooperation, technician services, methods of grievance adjustments, appeals, granting/denial of leave, promotion plans, adjustments to bargaining unit positions, hours of work and TDY assignment procedures not covered in Article 11.

17-3 CHANGES AFFECTING WORKING CONDITIONS

- a. The Employer agrees to deliver to the Labor Organization president official draft copies of appropriate regulations/policies affecting working conditions for review prior to implementation. If the Labor Organization desires formal discussion concerning contents of the drafts, management should be contacted within five (5) working days after receipt to establish a meeting time/place to discuss the matter.
- b. Failure to provide written proposals within fifteen (15) days shall constitute a waiver of the obligation to bargain. The above time limitation may be waived by both parties in those instances where scheduling constraints prevent meeting the fifteen (15) workday requirement.

17-4 MEETINGS

- a. Upon notification by the Labor Organization, management agrees to meet and confer as soon as practicable, date and time will be by mutual consent.
- b. The employer and the Labor Organization agree to render decisions on issues not resolved at the meetings, within ten (10) 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, practices, and working conditions, without prior negotiations/consultations with the Labor Organization.

ARTICLE 18
REDUCTION-IN-FORCE

18-1 GENERAL

The Adjutant General is responsible for implementing a reduction-in-force. The Union will be notified immediately upon the Adjutant General's receiving notification of a RIF. Procedures relating to reduction-in-force will be governed by provisions of National Guard Bureau Regulation TPR 351 and 5 USC. The detailed procedure to effectuate this article will be in accordance with Article 17 (IMPACT BARGAINING FOR APPROPRIATE ARRANGEMENTS) of the Labor Management 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 Adjutant General in recognizing the responsibility of the Labor Organization to represent the bargaining unit, agrees to negotiate appropriate arrangements for the bargaining unit adversely affected by implementation of this article.

ARTICLE 19
EMPLOYEE REPRESENTATIVE TITLE

19-1 TECHNICIAN TITLE

Communications, either verbal or written, when directed to a Federal Civil Service Technician in his/her capacity as a Labor Organization representative shall not include any reference to that employee's title, status or rank within any other organization outside of the recognized bargaining unit.

**ARTICLE20
CLASSIFICATION ACTIONS**

20-1 GENERAL

It is agreed that the employer will, before the employer assigns an effective date for any downgrade resulting from reclassification, inform the Labor Organization of the reclassification action and, when appropriate, negotiate implementation procedures. The employer will provide the affected employee with:

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

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

20-2 RECLASSIFICATION DOWNGRADE

- a. No individual will be downgraded until a desk audit of the duties being performed has been accomplished by the HRO. This audit shall take place before the effective date of the proposed action(s).
- b. The employer will not utilize classification actions for the purpose of either awards or punishment.
- c. Employees on grade retention status who refuse priority placement to positions outside a reasonable commuting distance (normally sixty [60] miles) will not lose their grade retention status.

70-3 GRADE RETENTION

During the grade retention period (2 years), if a vacancy of equal or intervening grades exists for which the technician is fully qualified, the technician may be offered the position. If there is more than one fully qualified eligible technician in grade retention the Merit Placement Plan MNGR-36-1 (AIR) will be utilized.

ARTICLE21
MORALE

21-1 AWARDS

Management will encourage supervisors to submit deserving technicians for awards and will promote maximum distribution of awards based on submission, JFMNR 690-451 and available funding. Annually and on the occurrence of each major funding change required in the program, the Union president will be briefed as to the funding level and status of the awards program.

21-2 LOCAL TELEPHONE CALLS

Local telephone calls, including personal calls (such as calls to speak to spouse/child or to offices that close before the end of work shift, to arrange for emergency repairs to residence or automobile) may be made during work hours. If these calls are long distance calls, they must be charged to the employee's home telephone or other non-government number. Occasional calls of this nature are acceptable. Abuse of this privilege may result in restrictions on the capability. Employees on temporary duty away from their home duty station will be allowed one brief personal phone call home per day if their absence will last longer than 24 hours. For these phone calls, government systems that allow for no additional cost will be utilized to the maximum extent possible. The 148FW Form 54 must be completed and signed by the member's supervisor prior to payment if a no-cost call cannot be made.

21-3 TOBACCO USE

All Agency buildings or areas where employees work are designated as tobacco free. Tobacco use is only permitted outside of buildings or designated smoking areas. The parties recognize that no special rules governing break time exist for tobacco users. They may take the standard fifteen (15) minute break or up to three (3) breaks of no more than five (5) minutes each.

ARTICLE 22
QUALITY GUARD PROGRAM

22-1 QUALITY PARTNERSHIPS

a. In the spirit of Labor Organization/employer quality partnerships, the Labor Organization and the employer agree that a relationship between Labor Organization and employer as partners is essential for an organization that works effectively and efficiently. With that goal in mind, the Labor Organization and the employer are committed to work over the long term as partners at all levels of the organization.

b. The parties agree that a partnership team will be established consisting of the Wing Commander, local Chapter President, and other appointed members. The team will attempt to meet at a minimum, once per month. The team will review, discuss, consult, give consideration to, and resolve matters included in the charter.

c. The Labor Organization and the employer agree to continue the partnership system. Any changes to partnership agreements must be negotiated by the partnership first; or if the partnership system is to be dissolved, all issues covered by partnership agreements will be opened for re-negotiation under this contract.

ARTICLE23
AGREEMENT ADMINISTRATION

23-1 EFFECTIVE DATE

The effective date of this agreement shall be after execution by the parties and approval by the Agency (Department of Defense IAW 5 USC 7114). Both dates will be made part of the agreement prior to distribution.

23-2 AGENCY APPROVAL

This agreement shall become effective on the 31st day after execution or submittal to the appropriate designees of the Department of Defense and shall continue in effect for three (3) years thereafter.

23-3 AGREEMENT PRECEDENCE

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in Agency regulations that predate, as well as those that postdate this agreement

23-4 AGREEMENT AMENDMENTS/SUPPLEMENTS

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

(1) At the midpoint, either party to this agreement may submit subjects for negotiations for the purpose of supplementing this agreement with provisions not covered by or contained within this agreement.

(2) Either party may initiate negotiations at any time, by mutual consent, for the purpose of amending or providing 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 Association will meet within 30 days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon.

23-5 NEGOTIATING A NEW AGREEMENT

a. Negotiations for a new agreement will commence no earlier than one hundred fifty (150) calendar days nor later than ninety (90) 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.

In witness whereof, the parties have entered into this agreement on this, the 1st day of November 2016,

FOR THE ADJUTANT GENERAL:

FOR THE ASSOCIATION:

President, Chief Negotiator