

Collective Bargaining Agreement
Between
The Minnesota National Guard
And
The Association of Civilian Technicians
Minnesota Chapter (Army)

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ARTICLE 1
GENERAL PROVISIONS
SECTION I
PURPOSE

1-1 AGREEMENT

Pursuant to the policy set forth in public law, the following articles constitute an agreement by and between The Adjutant General, Minnesota National Guard, hereinafter referred to as the Employer, and The Association of Civilian Technicians (ACT), Minnesota Chapter (Army), hereinafter referred to as the Labor Organization. Throughout this agreement the generic term “employee” is intended to mean bargaining unit employee, both Title 32 technicians and Title 5 employees, unless the text states otherwise.

1-2 AGREEMENT RELATIONSHIP TO LAWS AND REGULATIONS

a. A provision of this Agreement is valid to the extent it does not conflict with the Constitution of the United States, a federal statute, a rule or regulation implementing 5 U.S.C. § 2302, or a government-wide rule or regulation that was prescribed on or before the effective date of the provision.

b. A provision of this Agreement prevails over:

(1) any conflicting government-wide rule or regulation that was prescribed after the effective date of the provision, unless the rule or regulation implements 5 U.S.C. § 2302;

(2) any conflicting agency rule or regulation, regardless of when it was prescribed and irrespective of whether it was prescribed by the Department of Defense, the National Guard Bureau, any other Department of Defense Component, or the Employer—unless the rule or regulation implements 5 U.S.C. § 2302; and

(3) any conflicting state or local provision, of any kind.

c. The Employer shall comply with:

(1) a government-wide or agency regulation that implements 5 U.S.C. § 2302;

(2) any other government-wide rule or regulation, except to the extent it conflicts with a provision of this Agreement that was in effect before the rule or regulation was prescribed; and

(3) any other agency rule or regulation, except to the extent it conflicts with this Agreement or any amendment or supplement thereto.

1-3 MUTUAL COVENANTS

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

- a. Promote and improve the efficient administration of the Minnesota Army National Guard and the well-being of its employees consistent with Public Law.
- b. Provide for the highest degree of efficiency in the accomplishment of the mission of the Employer.
- 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 employee communications and information of personnel policy and procedures.
- f. Facilitate constructive Labor/The Employer working relations.
- g. Express the full agreement of all parties and govern those areas covered in this contract. All affected parties will be bound by the terms of this agreement.

1-4 CONTRACT DISTRIBUTION

The Employer will post the agreement, as well as any follow-on negotiated updates and changes, to the SharePoint for employees to access and print within 30 days after the agreement is finalized.

1-5 CONTRACT PROVISIONS TRAINING

CBA Joint training will be scheduled within 30 days after contract distribution for managers, supervisors, and bargaining unit employees and will be for the purpose of familiarizing all affected parties with the terms of this agreement.

**SECTION II
BARGAINING UNIT / EXCLUSIVE RECOGNITION**

1-6 BARGAINING UNIT

It is recognized by the Employer that the ACT, Minnesota Chapter (Army), is the exclusive representative of all civilian employees in the bargaining unit.

1-7 APPLICATION

This agreement is applicable to all bargaining unit employees, excluding temporary technicians with a not to exceed date (NTE), whether union members or not.

1-8 CORRESPONDENCE

Correspondence directed between the Employer and the Labor Organization will be handled in a timely manner. If a response to a written inquiry from either party cannot be transmitted within ten (10) working days of receipt, the responding party shall contact the inquiring party and obtain an extension of time in which to respond. Such extensions shall not unreasonably be withheld. Inquiries from individual employees, with respect to matters covered by this agreement, will be processed through administrative channels in a similar timely manner.

SECTION III EMPLOYEE RIGHTS

1-9 EMPLOYEE RIGHTS IN LABOR / EMPLOYER RELATIONS

Employee rights and employee participation in the Labor/The Employer relationship are specified in 5 U.S.C. Chapter 7102.

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right -

- (1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- (2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

SECTION IV LABOR ORGANIZATION RIGHTS AND DUTIES

1-10 EXCLUSIVE REPRESENTATIVE

The Labor Organization is granted the right of exclusive representation as provided for in 5 U.S.C. Chapter 7111.

1-11 REPRESENTATION RIGHTS

a. A representative of the local Labor Organization shall be given the opportunity to be present at any formal discussion between the Employer and one or more employees concerning any grievance, policies or practices, or other general conditions of employment. A representative of the Labor Organization shall also be given the opportunity to be present at any examination of an employee of the Labor Organization in connection with an investigation, if the examination is conducted by a representative of the Employer, the employee reasonably believes that the examination may result in disciplinary action, and the employee desires Labor Organization representation.

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

c. When the Employer interviews employees in preparation for an unfair labor practice hearing and/or arbitration proceeding, the Employer will (1) inform the employee who is being questioned of the purpose of the questioning, and (2) the questions will not exceed the scope of the legitimate purpose of the inquiry or otherwise interfere with the employee's statutory rights.

1-12 EMPLOYEE RIGHTS

The Labor Organization will not interfere with, restrain, or coerce any employee in the exercise of their rights under law. The Labor Organization will not discriminate against an employee with regard to the terms or conditions of membership in the Labor Organization on the basis of race, color, religion, national origin, gender, age, political affiliation, marital status or disability.

1-13 CONTRACT ENFORCEMENT

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

1-14 INTERNAL LABOR ORGANIZATION BUSINESS

It is agreed that internal Labor Organization business such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature will not be conducted on Official Time or during Duty Hours.

1-15 BULLETIN BOARDS

a. The Employer agrees that the Labor Organization shall be afforded bulletin board space or the right to place one bulletin board per building, in all activities with over five (5) employees, for the display of Labor Organization materials.

b. The bulletin board space will not be less than 24" x 36" in size, and posted items will not violate any law, regulation or security and will not contain any scurrilous or defamatory material.

c. Design and location of bulletin boards will be consistent with present building decorum.

d. A web page on the LAN or access to an electronic bulletin board will be provided to the Labor Organization upon their request.

1-16 COPIER USE

The Employer agrees to allow the Labor Organization use of copier equipment consistent with budgetary constraints.

1-17 DISTRIBUTION

The Union may use the internal e-mail distribution system. Union representatives will be provided with an e-mail address and have access to a computer at their work site.

ARTICLE 2

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

2-1 LABOR ORGANIZATION INFORMATION

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

ARTICLE 3

LABOR ORGANIZATION SHOP STEWARDS

3-1 SHOP STEWARDS

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

3-2 STEWARDS

Pursuant to this agreement, the Labor Organization will designate stewards consistent with the obligation to provide representatives to the bargaining unit.

3-3 NUMBER OF STEWARDS

Thirteen (13) stewards will be designated by the Labor Organization based on representational requirements. Additional stewards may be designated by the labor organization as required to insure adequate representation of the bargaining unit members. The Labor Organization may designate a temporary steward in the event four (4) or more bargaining unit members are sent TDY in a civilian technician status. This steward will be selected from the members going TDY.

3-4 LIST OF OFFICERS AND STEWARDS

The HRO will be furnished with a complete list of officers and stewards and their designated areas after each election, anytime a change occurs or upon request. This list will include acting and temporary officers.

3-5 NATIONAL OFFICERS AND REPRESENTATIVES

In coordination with the Employer, representatives of the Labor Organization's national organization may visit the activity location at any time on official business, subject to a one business day notice prior to any such visit.

ARTICLE 4

LABOR ORGANIZATION BUSINESS OFFICE

4-1 OFFICE

The Employer will provide the Labor Organization with adequate office space at a location agreed to by both parties. The office space shall be approximately 120 square feet, unless alternate space is deemed acceptable by both parties. The Employer agrees to provide access to a private area when necessary at other facilities. Should the Employer need the office space the Labor Organization is occupying, the Employer agrees to give written notice to the Labor Organization a minimum of ninety (90) days in advance. The Employer agrees to supply like or better office space should a move be necessary. The move of the office and its contents may be accomplished by bargaining unit members in official time status. Each office shall have lighting, heating, and air conditioning consistent with offices of similar design within the facility where the office is located.

4-2 COMMUNICATION REQUIREMENTS

The Employer will provide telephone service and access to the LAN system in the designated Labor Organization office. The Labor Organization is responsible for its own long distance charges. The following will also be provided for by the Employer:

- a. Two (2) dedicated data lines, if available, one (1) for telephone and one (1) for internet/fax.
- b. One computer and laser printer.
- c. Internet and intranet access for all Labor Organization officials and representatives. Web page will be maintained and updated by the Labor Organization.
- d. AKO E-mail accounts and access for all union officers and representatives.

4-3 FURNITURE

The Labor Organization will be afforded the opportunity to screen excess office equipment and furniture and utilize such available equipment and furniture as needed.

4-4 MAIL BOX

The Labor Organization will be afforded a secure mailbox, approximately of legal envelope size, located in close proximity to the Labor Organization's Office as identified in 4-1.

ARTICLE 5
PAYROLL DEDUCTION

5-1 WITHHOLDING FORM

The standard form for dues deduction is Standard Form (SF) 1187 (Request for Payroll Deductions for Labor Organization Dues), which will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues.

5-2 PROCESSING

The completed SF 1187 will be given by the Labor Organization to the Civilian Pay office. Such requests must be handled promptly.

- a. SF 1187 will be completed and certified as to the amount of withholding and that the member has been advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.
- b. SF 1187 may be submitted at any time. The effective date for withholding will be 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 after a member's promotion, reduction, within grade increase, or whenever base pay, as defined in the respective pay table is changed.
- c. The payroll office will make normal dues deductions in all biweekly pay periods. Dues allotments will be withheld from sick leave payments but not from lump sum leave payment or advance worker's compensation payments.
- d. Should National ACT increase or decrease dues it shall not require changing of the standard form. Upon increase or decrease the Labor Organization shall notify the HRO and payroll office and an automatic increase or decrease shall apply.
- e. Upon request, the Employer will advise the Labor Organization as to the availability of payroll deductions, within data processing limitations, for any Labor Organization-sponsored medical assistance programs. Direct costs associated with implementation of such a payroll deduction plan will be borne by the employee.
- f. An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Labor Organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense (DOD); when the employee has been suspended from the Labor Organization.
 - (1) When an employee is temporarily promoted or detailed to a position outside of the bargaining unit, the employee must resubmit a SF 1187 to reinstate the employee's dues withholding upon return to the bargaining unit. The dues withholding will begin the first full pay period the employee returns to the bargaining unit.
 - (2) It is the individual's responsibility to maintain dues payments, if the employee so desires, in order to protect Labor Organization associated insurance, or other Labor Organization benefits.

5-3 DUES REVOCATION

The Employer agrees to provide the Labor Organization with the SF 1188 for use in revoking dues allotments. These forms will be provided to individuals wishing to revoke their dues withholding by the Labor Organization.

- a. The individual will turn the completed SF 1188 into the Civilian Pay Office.
- b. The Civilian Pay Office will date and initial all copies of the SF 1188 upon receipt from individual. The Civilian Pay Office will provide the Labor Organization with the second copy of the SF 1188 within five (5) working days after receipt of the signed form.
- c. The first pay period of March shall be the annual dues revocation date established by this agreement. The Civilian Pay Office must receive all dues revocation forms not later than 1st of March. Dues revocation shall not become effective until the first full pay period in March.
- d. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Dues revocation form must be submitted to the Civilian Pay Office not later than the last workday in the month preceding the employee's anniversary date. Effective date of revocation will be the first full pay-period after the anniversary date. After the first anniversary date, revocation may only be made in accordance with paragraph 5(3)(c) above.

ARTICLE 6

OFFICIAL TIME OF LABOR ORGANIZATION REPRESENTATIVE

6-1 OFFICIAL TIME

Official time will be made available without loss of annual leave during normal duty hours for Labor Organization representatives to carry on representational duties. Official time shall be granted in any amount the employer and the labor organization agree is reasonable, necessary, and in the public interest. Official time provisions encompass negotiations between Labor Organization representatives and Employer representatives, regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining agreement. Labor Organization representatives' normal work schedule should be adjusted whenever possible with first priority being mission accomplishment to provide for maximum utilization of the approved official time provisions contained within this article.

6-2 GRANTING OFFICIAL TIME

Official time will be granted to Labor Organization officials in the following manner:

- a. In order to better enhance Labor I Management relations, the Employer agrees to authorize the Labor Organization official time for representational duties which are reasonable, necessary and in the public interest. Labor Organization representatives will obtain permission from their immediate supervisor prior to leaving their assigned area. Supervisors are responsible for authorizing the use of official time. If the labor official/steward's supervisor is not available, the authorization shall be obtained from the next higher level supervisor in the chain of command. Supervisory permission will be granted

except when there are work-related reasons which preclude such release. Ordinary workload/backlog would not normally preclude the release of the requesting labor organization official.

b. Labor Organization officers and representatives will be granted official time for joint labor/management forums. Labor Organization officers and representatives shall be responsible for recording the use of this time in the timecard system.

c. While not all-inclusive, some examples of representational functions for which official time is authorized in accordance with 5 U.S.C. 7131 are:

- (1) Conferring with or providing assistance to employees on grievances.
- (2) Preparatory time for pre-negotiation, negotiation, appeal(s), grievances, complaints, scheduled meetings and time to prepare/finalize documentation of same proceedings.
- (3) To prepare and maintain records and reports required of the Labor Organization by federal agencies.
- (4) Labor Organization officials when representing Federal Employees by visiting, phoning and writing to elected representatives about the working conditions of employees represented by the Labor Organization.
- (5) A labor official/steward desiring to discuss a work related matter with a technician that has requested assistance from the Labor Organization.
- (6) Attending formal discussions and/or investigatory interviews.
- (7) Attendance at meetings called by the Employer, Employer representative, Federal Labor Relations Authority (FLRA), Federal Services Impasse Panel (FSIP).
- (8) Attendance at grievance/arbitration, appeals, hearings and other third party proceedings.
- (9) Contract enforcement.
- (10) OSHA, safety council meetings, environmental impacts and joint committee meetings.
- (11) The chapter Secretary/Treasurer will be afforded up to eight (8) hours quarterly to prepare records for government reporting requirements.

d. A representative desiring to discuss a work-related matter with a technician shall obtain permission from the technician's supervisor, in advance, before interrupting the technician's work. If, because of mission needs, it is not practical to release the technician at that time, the supervisor shall state in writing the reason for the delay and agree to an alternate time as soon as possible. Labor Organization representatives or their replacements shall be chosen only by the Labor Organization.

6-3 REPRESENTATIVE TRAINING

Labor Organization officers, officials and stewards may be granted official time for Labor Organization sponsored training. Such requests for this training will only be denied when mission essential requirements or directives that preclude an individual or the group as a whole from attendance. All requests for training must be determined to be reasonable, necessary and in the public interest. All training requests will be coordinated with the LRS for prior approval for use of this training time. The Labor Organization officers and officials shall be responsible for recording the use of this time in the timecard system.

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 Employer officials.
- b. Labor/ Employer meetings with Employer representatives.
- c. Labor/Employer seminars.
- d. Performing representational duties on behalf of bargaining unit members, to include OSHA inspections, investigations of complaints, etc.
- e. When representing the Labor Organization at hearings or third party proceedings.
- f. During a formal grievance, a grievant in the bargaining unit will not be required to wear the military uniform when meeting with the Employer for steps in the negotiated grievance procedure or at third party proceedings.
- g. When in official travel status, traveling by commercial or private transportation.

6-5 REPRESENTATIVE TITLE

- a. The Employer agrees to address Labor Organization representatives by Mr. or Ms. during the period they are performing representational duties. All correspondence from the Employer concerning labor the Employer issues will be addressed to the Association representative with Mr. or Ms. Military titles will not be used to address Labor Organization representatives during the performance of their representational duties or when receiving correspondence from the Employer.
- b. The same consideration will be extended to a bargaining unit member who is involved in a formal grievance, ULP, or TPR 752 adverse action regarding bargaining unit member's employment. The appropriate title will be "Mr. or Ms."

6-6 TRAVEL

- a. Travel time to and from approved official time activities. In accordance with applicable Joint Travel Regulations (JTR's), Labor Organization representatives will receive full travel and per diem allowances when these activities are scheduled out of the representative's

immediate area. The Labor Organization will follow all Employer policies regarding the use of government vehicles.

b. Travel and per diem may be provided for labor organization officers, officials or stewards while on official time for labor organization sponsored training based on fiscal constraints.

6-7 FULL-TIME REPRESENTATIVES

An employee who is elected or appointed to serve full-time as a National or State representative or officer of the Labor Organization may be granted LWOP for one-hundred-four (104) weeks.

Extensions for additional time may be approved upon request. Requests for extension will be documented and submitted to the Employer not later than ninety (90) days prior to the beginning of the requested extension. Employee rights and privileges will be protected as provided for by law.

ARTICLE 7 WAGE SURVEYS

7-1 LABOR ORGANIZATION PARTICIPATION

a. Opportunity will be afforded the Labor Organization to make comments, suggestions, and recommendations pursuant to the development of wage policy.

b. The Employer agrees to notify the Labor Organization promptly after receipt of a notification of a pending wage survey from DOD. The Employer further 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 532. Time required to perform required duties will be in a duty status and civilian attire is authorized.

c. When requested to do so by the Area Wage Survey Committee, the Employer will notify the Labor Organization and the Labor Organization will nominate Labor Organization representatives to serve as data collectors of the Area Wage Survey Committee on the basis of their qualifications to assist in the collection of wage data. It is agreed that due consideration will be given to selecting bargaining unit members who have the necessary job experience and who meet the required qualifications as data collectors, outlined in the OPM instructions.

d. In the event the Minnesota Army National Guard is not the Lead Employer, a representative of the Labor Organization will be afforded time to meet with and discuss overall concerns with personnel conducting the wage survey, at the discretion of the lead Employer.

ARTICLE 8
NEW TECHNICIAN COUNSELING PROCEDURES

8-1 PROCEDURE

The Employer agrees to brief new employees on the aspects of employment within the National Guard. When a new technician is hired, the Labor Organization agrees to provide a current copy of the Labor I Management Agreement upon request. The Labor/Management Agreement will be posted on the National Guard SharePoint site.

- a. A checklist established by the Employer will be used to cover all items that each new employee must be made aware of.
- b. After the employee has been counseled, the employee and the counselor will sign the checklist. It is to be filed in the employee's personnel records at HRO as a temporary document.
- c. The employee's Weingarten Rights will be included on the checklist.
- d. The labor organization's designee may attend, in person or via teleconference, the New Employee Orientation Course to answer employee questions during the Employee Rights portion of the training.

8-2 NOTIFICATION

The Labor Organization will be notified by e-mail of all new bargaining unit employees.

ARTICLE 9
POSITION DESCRIPTION

9-1 POSITION DESCRIPTION

Position descriptions will be an accurate listing of the major duties that are required by the Employer to be performed by the affected employee(s). When a new or revised Position Description (PD) is implemented, the Labor Organization and the affected employee(s) will receive a copy.

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, and should be of the same level and classification that the individual is currently employed as. If unrelated duties are assigned on a routine basis, the PD will be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, or regulation. When a technician believes that the other duties and responsibilities performed are significantly different from the position description, the technician may request, and will not be denied through the Employer a review of the position description for title, series, and grade i.e., desk audit. Additional duties in excess of five (5) days, or portions thereof, within the appraisal period will be annotated on the employee's NGB Form 904-1 (Supervisor's Record of Technician Employment) permanently at the employee's request.

ARTICLE 10
DETAILING OF EMPLOYEES

10-1 DEFINITION

- a. A detail is an official personnel action temporarily assigning an employee to a different established or pending position for a specified period of time, with the employee returning to the original position at the conclusion of the detail.
- b. Details are intended to meet emergency situations, temporary workload situations, absences of employees, pending authorization and classification of new positions or other types of operational manpower needs that cannot be met by normal personnel placement actions.

10-2 PROCEDURE

The Employer realizes and acknowledges that details of employees out of their specialty must be used in a judicious manner to accomplish the mission. 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 employees volunteer for a detail, the Employer agrees to rotate the assignment among the qualified individuals in the area of concern to the extent possible.
- c. To the extent possible the Employer agrees to fill all position vacancies that may impact on bargaining unit members rather than use details.
- d. It is recognized that there may be isolated instances when the Employer cannot apply these procedures. In those instances, the Employer agrees to explain the circumstances to the affected employees and Labor Organization representatives.

10-3 RECORDING OF DETAILS

Official details will be recorded on SF 52 at the time the action occurs and maintained as a permanent record in the employee's Official Personnel File (OPF).

10-4 TEMPORARY PROMOTION

When the Employer requires the duties of a higher-grade position, or one with known promotion potential within the bargaining unit, to be performed for more than thirty (30) days, the assignment will become a temporary promotion, and the employee will be compensated at the higher rate of pay. A SF 52 will normally be submitted and approved no later than the first working day of the temporary promotion. If the temporary promotion is to last for a period of one-hundred-twenty (120) days or longer it will be filled competitively and Merit Placement Plan procedures will be utilized.

ARTICLE 11
BASIC WORKWEEK
HOURS OF WORK

11-1 ADMINISTRATIVE WORK WEEK

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

11-2 BASIC WORK WEEK

The basic workweek is established as the first forty (40) hours worked during the administrative workweek by each employee.

11-3 WORK SCHEDULES

Standard shifts are established as being: A schedule, eight and one half (8 1/2) hours from 0800 to 1630 hours; B schedule, nine and one half (9 1/2) from 0700 to 1630 hrs; C schedule, ten (10 1/2) hours from 0600 to 1630 hrs. Management may consider requests for non-standard shifts on a case-by-case basis. Each employee 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 between 1030 and 1300. Each separate activity will define the standard hour lunch break, subject to mission requirements. It is understood that unscheduled events may disrupt this time, but this shall not be a continual (normal) practice. Shift workers normally will be allowed their thirty- (30) minute lunch break midpoint in the shift. Subject to mission requirements, employees scheduled to work through their normal scheduled lunch period will have the option to reschedule the lunch period, or leave hour early at the end of the workday, or request comp time. The Employer will make every effort to coordinate the workload to allow a duty free lunch break.

11-4 SHIFT CHANGE REQUESTS

a. The Employer agrees that any employee who requests to work a specific shift because of personal and/or family needs (i.e. to attend educational classes, single parents, sickness in the family) will be granted consideration in shift selections. If not implemented, the employee and Labor Organization will be informed of the reason or reasons.

b. Nothing will preclude an employee from requesting a shift schedule change at any time. The Employer agrees to give due consideration.

11-5 SHIFT CHANGE NOTIFICATION

Other than in emergency situations, employees will be notified no less than two (2) weeks in advance of a shift change. Such work schedule changes will be posted, in each work area. Shift differential, when authorized, for the original shift will be paid if the proper notice period is not provided. An emergency is defined as a situation which imposes immediate and unforeseen work requirements as a result of natural phenomena or mission related circumstances beyond the Employer's reasonable control or ability to anticipate, or the Employer determines that the activity would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

11-6 SHIFT REASSIGNMENT

a. The Employer will not arbitrarily remove an individual who has routinely worked a shift or schedule from that shift or schedule.

b. When the Employer identifies a need for a "permanent" shift schedule reassignment, qualified volunteers will be asked for. If no qualified volunteers are forthcoming, the employee with the least time in technician service will be considered for the assignment. A thirty (30) day notification will be given to the affected employee and Labor Organization.

11-7 CLEANUP TIME

The Employer will provide a reasonable amount of time for employees to clean up prior to lunch break and at the end of the day. Such time will normally not exceed fifteen (15) minutes.

11-8 STANDBY

No standby at home in a non-pay status will be required of any employee.

11-9 BREAK TIME

One fifteen- (15) minute break period is authorized for each four- (4) hour period of work. The break will be scheduled in the middle of the shift and not combined with the lunch period.

11-10 PREMIUM PAY

Premium pay will be paid on Sunday and holidays in accordance with 5 U.S.C. 5546. Shift differential will be paid in accordance with 5 U.S.C 5343(f).

ARTICLE 12 PERFORMANCE MANAGEMENT

12-1 PERFORMANCE MANAGEMENT SYSTEM

Procedures for the Performance Management System will be administered IAW applicable laws, rules, and regulations and any change / update thereto. Failure to adhere to applicable laws, rules, and regulations shall entitle a bargaining unit member to bring a grievance under the negotiated grievance procedure.

ARTICLE 13
TRAVEL AND PER DIEM

13-1 AUTHORIZATION

Travel and per diem of employees will be directed when the following two criteria are met:

- a. Travel is essential to mission accomplishment; and
- b. The Defense Travel System (DTS) authorization was requested and approved prior to travel.

13-2 PER DIEM

Reimbursement of expenses will be processed via voucher submission in DTS in accordance with Joint Travel Regulation, (JTR).

13-3 ADVANCE NOTICE

Employees required to travel shall be advised as soon as possible after the decision requiring travel is made.

13-4 TRANSPORTATION AND QUARTERS

- a. Employees required to travel shall be furnished government transportation. General Services Administration (GSA) vehicles may be used if available, with permission of the senior supervisor at the facility or installation. In the event government transportation is not available, the use of Privately Owned Vehicles (POV) may be authorized with the approval of the Employer, subject to provisions of Joint Travel Regulation.
- b. Technician's TDY lodging and per diem will be reimbursed up to the amount authorized by the JTR.
- c. The Employer is responsible to provide transportation between the duty station and quarters for accomplishment of the mission.
- d. Employees shall be provided with official U.S. Government Identification Card on their request. Internal security practices at all government installations shall be followed.
- e. Except when required for completion of a work assignment, an employee shall not be required to travel by air. Technicians will be reimbursed in accordance with the JTR.

ARTICLE 14
HEALTH, SAFETY AND WELFARE

14-1 GENERAL

Certain tasks performed involve a degree of hazard, therefore, the Employer agrees that employees will not be required to perform duties of a hazardous nature until after the necessary briefings, instructions, training, or schooling have been completed and all available safety precautions and devices have been incorporated. Nothing in this section shall be construed as affecting the authority of the Employer to direct employees to execute the work of the Employer during an emergency.

14-2 JOINT SAFETY AND OCCUPATIONAL HEALTH COUNCIL

a. The Joint Safety and Occupational Health Council has been established to provide a forum for discussion of safety problems and to make recommendations on related matters. The council meets quarterly to discuss safety problems and to resolve problems that are not resolved at a lower level.

b. The Labor Organization will be notified of the council agenda items that deal with employee originated matters or labor submitted hazard reports.

c. Labor Organization representatives may be present during discussions of employee originated or labor submitted hazard reports.

d. The Labor Organization chapter president or designated representative will be a member of the Joint Safety and Occupational Health Council.

14-3 WORKERS' COMPENSATION

a. Workers' Compensation will be administered IAQ applicable laws, rules, and regulation and any change / update thereto.

b. Employees shall immediately report job connected injuries or illness to their supervisor. The supervisor, with the employee, shall ensure proper procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the supervisor of job-related injury or illness, it shall be the immediate supervisor'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 employee and if necessary ensure all required procedures are accomplished. In the event of a workers' compensation claim, the Employer will advise the employee through the use of a Federal Employee's Compensation Act (FECA) question and answer booklet as to their entitlements and obligations under the FECA.

c. Consistent with law, rule and regulation, an employee who has been injured or temporarily incapacitated and able to perform limited duty may be afforded the opportunity to perform alternate duties until they have recovered from the injury or incapacitation. Employees serving in a temporary limited duty status may apply for and will be considered for promotion, if otherwise eligible.

14-4 EXTREME COLD

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 employee to ensure the adequacy of cold weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. The Employer, at no cost to the employees, will furnish foul/cold weather protective gear through military supply channels.

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

TEMPERATURE FAHRENHEIT	WIND CHILL FACTOR	TIME EXPOSURE IN DEGREES HOURS/MINUTES
-5	-10	00:30
-10	-20	00:20
-15	-25	00:10
-20	-30	ALL EXPOSED OUTSIDE ACTIVITIES SUSPENDED EXCEPT MISSION CRITICAL ACTIVITIES

b. It is realized that tolerance between individuals differs 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. For mission-critical activities, efforts will be made to rotate employees indoors to prevent cold-weather injuries.

c. The official temperature and wind velocity will be obtained from the National Weather Service.

14-5 EXTREME HEAT

The Employer and the Labor Organization mutually recognize the hazards of working in extremely hot temperatures, while at the same time acknowledge the necessity for accomplishing certain tasks to varying degree even in the most extreme temperatures.

a. The Employer acknowledges that there are certain heat factors beyond which it is safe for employees to perform sustained work.

b. The Employer will use the current Army methods in determining exposure limitations.

c. It is realized that tolerance between individuals differ and that type of outside work being accomplished affects the body heat generated by a worker, therefore; common sense must be applied when considering the maximum exposure time. Employees and supervisors will monitor for signs of heat injury. Management will supply sufficient opportunities for proper hydration and exercise sound judgment when assigning exposed work above temperatures greater than 90°F.

14-6 SAFETY GLASSES AND PROTECTIVE CLOTHING

- a. The Employer will provide OSHA-approved safety glasses to those employees whose job requires safety eyewear in accordance with State Safety Officer instruction letters. Any additional costs in excess of those required for glasses will be the responsibility of the employee.
- b. The employee will furnish a current optical prescription or a new prescription as vision changes occur. All issued safety glasses broken on the job will be replaced at no cost to the employee.

14-7 HAZARDOUS MATERIAL COMMUNICATION TRAINING PROGRAM

- a. Hazardous material information and training will be made available IAW current DOD directives, OSHA Code of Federal Regulations 29 CFR 1900, 1910 & 1960, and other military standards.
- b. All personnel will receive the training required by the directives and standards detailing the hazards associated with chemicals used in their respective shops. Employees who handle, use, or are potentially exposed to hazardous materials in the course of official duties, will receive training on the specific hazards in their work area. This training will be conducted upon initial work area assignment and whenever a new hazard is identified or introduced into a work area.
- c. All training will be properly documented to ensure completion of required training.
- d. Material Safety Data Sheets (MSDS) will be available to all supervisors, all employees exposed to any chemical hazard, and/or the employee representative. The MSDS will be on file in a known location and accessible to all the above individuals.
- e. Nothing in this section shall be construed as affecting the authority of the Employer to direct employees to execute the work of the Employer during an emergency.

14-8 SAFETY SURVEY

A Labor Organization representative shall be given, on official time, the right to be present during any safety survey conducted by person(s) contracted by the Employer to conduct the survey.

14-9 HAZARD REPORTING

- a. A hazard may be reported by any person and may be submitted on any event or condition that affects safety.
- b. Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:
 - 1) Ground operation and maintenance of aircraft.
 - 2) Ground operation and maintenance of vehicles.
 - 3) Operation and maintenance of facilities.

- 4) Training and education programs.
- 5) Work environment.

c. Hazards should be reported to responsible supervisors so action can be taken. Oral reports for imminent danger situations are mandatory. In such situations, the Safety Office will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, an Operational Hazard Report (OHR) or DA Form 4755 (Employee Report of Alleged Unsafe or Unhealthful Working Conditions) will be prepared and given to the section supervisor. Hazard reports may be submitted anonymously, directly to the State Safety Office.

d. The State Safety Office will review and evaluate the report in accordance with OSHA 29 CFR 1900, 1910 & 1960 and other government regulations.

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

f. NOTE: Applicable Safety regulations are on file in the State Safety Office and are available to all employees.

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

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

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

14-10 HIGH RISK OPERATIONS

Under normal conditions in the absence of emergency circumstances, employees will be assigned to work in the Employer-defined high-risk operations in accordance with safety directives applicable to that operation. The type of employees assigned to work on or about moving or operating machines or equipment shall be employees who are qualified to perform the work assigned. The methods and means of performing work shall be safe. With respect to areas where unsafe conditions have been identified to the Employer and necessary corrective action has not yet been taken, the Employer shall either; (1) assign no work in that area(s) until necessary corrective action has been taken; or (2) negotiate with the Labor Organization concerning safe methods and means, if any, of performing work in that area and, pending completion of negotiations, inform employees assigned to work in that area of both the unsafe condition and the methods and means of performing work in that area that the Employer deems to be safe.

14-11 PHYSICAL FITNESS

Participation in physical fitness activities will be administered IAW applicable laws, rules and regulations and any change / update thereto. The most current policy will govern at all times.

14-12 SAFETY FOOTWEAR

- a. The intent of this agreement is to:
 - (1) Promote and enhance the safety, comfort, health and wellness of all employees whose duty positions require them to wear safety footwear.
 - (2) Improve mission accomplishment by providing a more comfortable work environment.
- b. The parties do not intend to alter the appearance of the military uniform or relax militarily prescribed uniform standards.
- c. Full-time support personnel, who by the nature of their full-time duty positions are authorized safety footwear, may purchase such footwear and be reimbursed at the replacement cost, not to exceed \$250.00 each.
- d. Extreme cold weather safety boots will be provided where needed.

14-13 SPECIFICATIONS

- a. Subject footwear must meet the following specifications, which were developed by the State Safety Officer and agreed to by appropriate employee and Labor Organization representatives.
 - (1) Safety boots and shoes will conform to the American National Standards Institute standard for personnel protection - protective footwear ANSI 241-1991. The identification of all protective footwear certified as meeting the requirements of this standard should follow a consistent pattern. One shoe of each pair shall be clearly and legibly identified in letter and numbers not less than 0.125 inches high. The identification shall be stitched in label, stamping pre-sensitized label or a combination of these methods, and shall be enclosed in a border and placed on the inside surface of either the tongue or gusset, or on the inside shaft or quarter lining.
 - (2) Safety boots will be constructed of outer materials, tan or coyote brown in color for Title 32 employees, and made of leather and/or manmade simulated leather material.
 - (3) Safety boots will have a military appearance and will be of the height suitable for blousing the upper should be a minimum of 8 inches high measured from the top of the sole to the top of the boot.
 - (4) Safety shoes (low quarters) will also be constructed of outer materials tan in color and made of leather and/or manmade simulated leather material. Canvas or soft type material is not acceptable. New safety footwear will not be tennis shoe style,

athletic shoe style, nor of athletic construction.

(5) All safety footwear must present a work shoe/military boot-like appearance and will only be worn at the employee's designated work site.

(6) Current allowances for personnel working in positions identified as requiring protection due to potential industrial hazards by the State Safety Specialist are allowed two (2) pair of safety boots, or one (1) pair of safety shoes and one (1) pair of safety boots. Employees will be reimbursed for the actual price of the safety footwear not to exceed \$250.00 each.

14-14 REIMBURSEMENT

a. Reimbursement to employees for safety footwear purchased will be accomplished in the following manner:

(1) Employee receives authorization from immediate supervisor to replace existing footwear. Upon approval, employee may purchase footwear meeting the specifications outlined in section 14-14, above, from any source that they wish.

(2) Upon obtaining authorized footwear, employee will submit the receipt to their immediate supervisor. Supervisors will initiate a SF 1164, have individual sign in block 10, certify in block 8 that items purchased meet the existing specifications, and attach the receipt. Upon completion, the SF 1164 will be forwarded to DOL for authorization of reimbursement to the individual.

b. Approximately two (2) weeks after the Claim for Reimbursement for Expenditures on Official Business (SF 1164) is received at USPFO-MN, individuals can expect reimbursement.

ARTICLE 15

HAZARDOUS DUTY PAY AND ENVIRONMENTAL DIFFERENTIAL PAY

15-1 PURPOSE

Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDP) will be administered IAW applicable laws, rules, and regulations and any change / update thereto.

ARTICLE 16

LEAVE

16-1 GENERAL

Leave policies will be administered IAW applicable laws, rules, and regulations and any change / update thereto.

16-2 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 they would normally accrue or be entitled to during the current leave year or upon approval of advanced leave if necessary. The Employer will make every reasonable effort to honor leave requests for employees. Annual leave is an employee entitlement of which use is subject to supervisory approval. 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 in 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 they expect 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 coordinated with and approved by the HRO. 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.
- f. Employees who are dissatisfied with the administration of their leave may have the matter resolved under the grievance procedure established in this agreement.

16-3 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. Scheduled sick leave requests (dental, optical, and doctor appointments) must be approved in advance by the supervisor, and it is the employee's duty to inform the supervisor on a daily basis of the need for sick leave. The employee must request sick leave as close as possible to the start of the work shift for unforeseen illness. Medical certificates may be required under the following conditions:
 - 1) For absence for any of the purposes described in §630.401(a) in excess of three (3) workdays; or
 - 2) For a lesser period for any of the purposes described in §630.401 (a) when the agency determines it is necessary. In such cases, the employee may be advised after counseling that a medical certificate may be required to support any future grants of sick leave regardless of duration. This will be annotated on the employee's NGB Form 904-1. The Employer agrees to 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. Reasonable travel time is authorized as necessary for both local and non-local appointments.

c. Under 5 C.F.R. §630.201 (b)(6), 5 C.F.R. §630.401 and 630.405, employees are allowed to use paid sick leave to take care of family members (children, spouse, spouse's parents, parents, brothers and sisters and their spouses, Domestic partner and parents thereof, including domestic partners of any individual previously indicated and others whose close association creates the equivalent of a family relationship) who have conditions for which employees would qualify for sick leave if afflicted personally. All employees are allowed to use at least forty (40) hours of leave a year for that purpose, with a maximum of one hundred four (104) hours. Sick leave also can be used to arrange or attend funerals for family members. Should there be any question concerning whether the family member's illness qualifies within the meaning of the regulation, a medical certificate concerning the disease/illness must be provided to support the granting of sick leave.

d. Maternity. The Employer acknowledges that the basis for a reasonable length of sick leave to be used for maternity shall be six (6) weeks to be given in the case of an uncomplicated birth and eight (8) weeks for the recuperation from a cesarean delivery.

1. Additional time beyond these time periods would require medical certification and/or pre- approval from HRO. This absence period may include a pre-delivery period, delivery, post-natal recovery period and bonding time. The employee may choose to use any combination of sick, annual, compensatory, or leave without pay for maternity purposes.

2. Both parents are authorized to use up to forty (40) hours of sick leave for purposes of "doing the indispensable business of caring for families." These forty-(40) hours must be taken within one (1) month of childbirth.

e. Adoption. In cases of adoption, where the adopted child has a severe medical problem, both adopting parents may use up to forty-(40) hour's sick leave for the purpose of attending to this medical problem. This grant of leave must be taken within six (6) months of the date of adoption.

16-4 FAMILY AND MEDICAL LEAVE

a. The Family and Medical Leave Act (FMLA) of 1993 became effective on August 5, 1993 and is provided in Sections 6381 through 6387 of Title 5, United States Code, as added by Title II of the Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 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 their position.

b. Under FMLA an employee may elect to substitute paidtime 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.

16-5 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.

16-6 MILITARY LEAVE

a. Military leave is a special form of paid leave granted to federal government employees for the purpose of performing military duty/training on an annual basis. Military leave is provided in hourly increments for a total of 120 hours per fiscal year. If military leave is not used, a maximum of 120 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 non-combat 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 (Le. 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.

16-7 PERSONAL LEAVE WITHOUT PAY

LWOP is an absence without pay upon the employee's request subject to supervisory pre-

approval. If the employee requests LWOP in excess of 30 days, the supervisor must get Human Resources Office (HRO) approval. 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 Employer.
- b. Recovery from illness and/or disability.
- c. Personal/family emergencies.

16-8 ADMINISTRATIVE LEAVE

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

b. Funerals. Administrative leave may be 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.

c. 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 if the employee is not able to return to the work site immediately after giving blood. Employees donating blood are not guaranteed four (4) hours off work. Employees must return to the work site after the blood donation. 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) This leave applies to all employees, permanent, temporary, full or part-time.

(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 Fire Department. Administrative leave may be granted upon written request, not to exceed eight (8) hours per month during normal duty hours for the purpose of fighting fires only.

g. Interviews. Employees who have applied for a new position within the Minnesota Department of Military Affairs 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 Employer will use annual leave, LWOP, or compensatory leave.

16-9 DUTY PERFORMED OUTSIDE DUTY DAY (Overtime / Compensatory)

a. Compensatory Time for Work. Overtime pay is not authorized for Title 32 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 work week shall be given two hours minimum time and will be excused when deemed appropriate by the supervisor upon completion of the job for which they were called in. Compensatory time off must be used within 26 pay periods from the pay period in which it was earned. Compensatory time off should be taken before annual leave, except if forfeiture of annual leave would occur.

b. Title 5 employees are entitled to overtime pay to the extent authorized by law and government-wide regulation. Title 5 employees may elect compensatory time in lieu of overtime pay.

c. Compensatory Time for Travel.

1) Compensatory time off for travel is earned by an employee for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable (i.e., when travel is required on an off-duty day for purposes of attending a training course or other official duty).

2) If an employee elects to drive to a training course in lieu of the government providing the airfare, the comp leave earned would only equal the normal time spent for a flight to the destination.

3) If travel occurs on a holiday this would not be comp leave as the employee is eligible for holiday premium pay upon request through JFMN-J1-C. Compensatory leave will not be authorized in lieu of premium pay for work performed on a holiday.

d. 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.

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

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

g. Restoration of Compensatory Time Off. The supervisor must ensure that an employee has an opportunity to use, rather than forfeit, compensatory time. A Title 5 employee who forfeits compensatory time, other than compensatory time for travel, due to an exigency of the Service beyond the employee's control (including failure by the supervisor to afford opportunity to use the time) shall be paid for the forfeited time IAW OPM standards. A Title 32 employee who forfeits compensatory time, other than compensatory time for travel, is not entitled to payment for or restoration of the forfeited time.

16-10 LEAVE TRANSFER

The leave transfer program is a program to donate annual 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 I & I bargained.

16-11 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, may be granted annual leave and/or leave without pay. Such leave of absence shall not exceed one (1) year for each application.

ARTICLE 17

MERIT PROMOTION AND INTERNAL PLACEMENT

17-1 PURPOSE

Merit Promotion and Internal Placement processes will be administered IAW applicable laws, rules, and regulations and any change / update thereto.

ARTICLE 18

DISCIPLINE

18-1 GENERAL

a. This article applies to matters of conduct only; actions that relate to job performance will be accomplished in accordance with the Employer performance appraisal system and contract modifications. It is acknowledged that in some cases, disciplinary actions are necessary; they should always be of a constructive nature, punitive only when necessary, and will not be used as a means of harassment toward personnel.

b. Subject to applicable law, rule and regulation, employees shall have the right to direct and/or 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. The standard of nexus shall apply.

c. The parties recognize that there are two types of employee disciplinary actions that may be appropriate (i.e., informal disciplinary action and formal disciplinary action). Disciplinary action will be for the sole purposes of correcting offending employees and problem situations and maintaining discipline and morale among other employees. A supervisor should consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a formal disciplinary action. Normally, disciplinary and adverse actions will not be taken against an employee in a technician status for conduct that occurred while they were in

a military status. However, certain conduct brings discredit to the National Guard or impedes the accomplishment of the mission of the National Guard. In such cases, the Employer must establish a relationship or connection between the misconduct and the efficiency of the service (i.e., the employee's ability to perform the duties of the job and/or the Employer's to fulfill its mission), before disciplinary or adverse action may be pursued.

d. In order to be effective, constructive discipline must be timely. Every effort will be made to initiate disciplinary action within sixty (60) days after the individual's supervisor knows of the offense. Justification will be provided to the employee or the Labor Organization representative when this requirement cannot be adhered to.

18-2 REPRESENTATION

a. Prior to any questioning that may lead to disciplinary or adverse actions against the employee being questioned, the supervisor or person(s) conducting the interview for the employer will inform the employee that they may have a Labor Organization representative present. If the employee reasonably believes questioning will result in disciplinary action and requests union representation, no further questioning will take place until the representative is present.

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

c. The technician who is the subject of an adverse action may choose a regional and/or local union representative (other than a member of the HRO) to represent them. A local primary and alternate representative will be designated in writing with a statement of understanding that is substantially the same as that in the example found in Appendix G. of TPR 752. Any changes of representation will be provided in writing. The alternate local representative is authorized to be present only when the primary local representative is unavailable.

When the employee designates the union as his/ her representative(s) this will be the case through the entire disciplinary process to include any appeal of the action. The union will provide a list of representative(s) with one point of contact throughout the process. Union representatives will be on official time as per this agreement.

18-3 PROCEDURE

Discipline and Adverse Actions will be administered IAW applicable laws, rules, and regulations and any change / update thereto.

18-4 INFORMAL ACTIONS

a. These types of actions will consist of a counseling or an admonition with the employee by his supervisor. The employee will be advised of the specific infraction or breach of conduct and when it occurred.

b. Counseling interviews need not be recorded on the NGB Form 904-1. If a counseling is recorded on the 904-1, it will be in pencil, and may not exceed six (6) months providing no subsequent infractions occur during this time period.

c. Admonitions will be recorded on the NGB Form 904-1, in pencil, and may not exceed nine (9) months providing no subsequent infractions occur during this time period.

d. To protect the confidentiality of the records (NGB Form 904-1) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to the Employer/employees concerned and individuals to whom the employee has given written permission.

e. The content of a counseling interview or an admonition may be grieved through the negotiated grievance procedure.

18-5 FORMAL ACTIONS

a. Formal actions consist of disciplinary and adverse actions. Disciplinary actions include written reprimands. Adverse actions consist of suspensions, reductions in grade, and removals.

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

1. A Letter of Reprimand will:
 - i. Normally be signed and issued by a person in the technician's supervisory chain of command. The supervisor should coordinate with the Human Resources Office before issuing the letter of reprimand.
 - ii. The employee may have a Labor Organization representative if so desired.
 - iii. Describe the offense in sufficient detail to enable the employee to understand why the reprimand is necessary.
 - iv. Inform the employee that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period may not exceed twelve (12) months providing no subsequent infractions occur during this time period.
2. All letters of reprimand are subject to grievance procedures, except letters of reprimand issued by The Adjutant General as a reduction of a penalty imposed in an adverse action. (Not excluded per 19-4, but agreed this is not subject to grievance procedures.) All bargaining unit technicians must use the negotiated grievance procedure.

18-6 ADVERSE ACTIONS

a. Adverse Actions are administrative actions that results in removal, suspension, or reduction in grade or compensation of an employee.

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

b. Adverse actions should not be initiated by any supervisor without consulting with the HRO before issuing proposed adverse actions and original decisions. The following, is the sequence of events for an adverse action:

1. The employee will be given a notice of proposed adverse action signed by the individual proposing the action. The employee or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the deciding official.
2. The employee will be given twenty (20) calendar days to reply to the proposed action. Time extensions may be granted upon written justification.
3. In any disciplinary or adverse action, an employee will, upon written request, be furnished a copy of all written documents in the employer's files, which contain evidence used by the employer to support any disciplinary or adverse action. Informal notes made by supervisors that allege infractions, tardiness, and the like, cannot be used in proceedings against employees, unless timely disclosed beforehand.
4. A reasonable amount of time will be provided to the employee and their representative to; (1) review all evidence and materials and (2) prepare the reply to the proposed action.

c. The employee will be given a Notice of Original Decision, signed by the Deciding Official that will state the specific action being taken. Upon receipt of the decision the employee has twenty (20) calendar days to file for an appellant review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner IAW applicable laws, rules and regulations and any change / update thereto. The Administrative Hearing process is under review. If rescinded, parties have mutually agreed to meet to discuss a MOU.

1. The employee requesting an appeal may state their dissatisfaction and may include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.
2. If the employee requests a hearing, the HRO will submit a written request to NGB-TN for a list of examiners. In-turn, the NGB-TN will provide a list of hearing examiners. Upon receipt of the list, the union will be provided the list. The agency representative and employee's representative will discuss the selection of the hearing examiner and mutually agree on the selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a

recommendation to The Adjutant General. The Adjutant General will consider the recommendation in making the final decision. The hearing examiner per diem and travel expenses will be paid by the Employer agency.

d. In those rare circumstances that may warrant removal and an appeal or hearing is requested, the Employer may, with adequate justification, impose removal following the original decision notwithstanding the appeal if the employee's presence is disruptive to the workplace, or presents a threat to the government's property or presents a threat to the wellbeing of the employee, coworkers, or the public.

1. The Technician may be placed in a non-duty status for all or part of the time it takes to process the original action.
2. An Adverse Action may be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action upheld by the appropriate authority

e. In cases where an employee is pending an adverse action and it has been determined the employee's presence may result in potential harm or danger to the organization, excused absence may be granted, with Adjutant General approval. Such excused absence may not extend beyond the original decision stage of any adverse action proceeding.

f. Management has the right to require a technician to leave the worksite on enforced leave when the technician's continued presence is highly undesirable because the employee presents an immediate threat to himself, others, or government property. Enforced leave must be terminated as soon as management determines the technician is ready, willing, and able to perform assigned duties, or the immediate emergency is resolved.

g. The technician must never be instructed to leave the worksite if his/her ability to drive is questionable.

h. In that case, the supervisor must arrange for a family member or a co-worker to provide transportation for the technician to leave the worksite.

ARTICLE 19

GRIEVANCE PROCEDURES

19-1 GENERAL

a. Federal employees within the bargaining unit are required to use this agreed to grievance procedure as the sole means of resolving all complaints covered by this article. The employee retains the right to request Labor Organization representation in the grievance procedure or to decline such representation as indicated on the grievance form.

b. When the employee proceeds with a grievance without Labor Organization representation, the Labor Organization will be given the opportunity to have a representative present during all grievance proceedings under this article to ensure that the adjustments of the grievance are not inconsistent with the terms of the agreement.

c. A grievance must be presented within forty-five (45) calendar days after the occurrence or knowledge of the occurrence on which the grievance is based. Either party may seek interpretation of the meaning or intent of the agreement from representatives of the negotiating teams.

19-2 DEFINITIONS

A grievance is:

a. Any complaint by any employee concerning any matter relating to the employment of the employee.

b. Any complaint by the Labor Organization concerning any matter relating to the employment of any employee.

c. Any complaint by any employee, the Labor Organization, or Employer concerning:

1. The effect of interpretation, or a claim of breach, of the collective bargaining agreement; or
2. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment as defined in 5 U.S.C. section 7103(a)(9).

19-3 REPRESENTATION

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

19-4 EXCLUSIVE PROCEDURE

The Employer and the Labor Organization agree that the negotiated procedure is the exclusive procedure available to the Labor Organization and the employee(s) except for those matters which have been specifically excluded from the negotiated grievance procedure. Matters specifically excluded are:

- a. Any claimed violation of subchapter III of chapter 73 of title 5 (relating to prohibited political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under chapter 7532 (National Security) of Title 5, United States Code;
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. A suspension greater than 14 days or removal;

- g. When the appeal concerns activity occurring while the member is in a military pay status, or concerns fitness for duty in the reserve components, as referenced in 32 USC § 709(f)(4); or
- h. An EEO complaint.

19-5 EMPLOYEE RIGHTS

- a. All employees have the right to present their grievances to the appropriate Employer officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of employee(s) or Labor Organization grievances.
- b. In exercising this right, the employee(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.
- c. All employees have the right to discuss, informally, with their first line supervisor and/or Labor Organization representative, any dissatisfaction the employee may have.

19-6 GRIEVANCE FILE

A grievance file will be maintained by the Employer.

19-7 PRESENTING A GRIEVANCE

- a. A grievance must be presented using the agreed to grievance form (Appendix A).
- b. The Labor Organization has the right, on its own behalf or on the behalf of the bargaining unit employee(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 that an employee may decline to be represented by the Labor Organization in advancing a grievance under this article. However, it is further understood that 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 his or her 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. When an employee presents a grievance without a Labor Organization representative, the Employer 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 chapter officer or steward.

19-8 OFFICIAL TIME

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

- a. To a Labor Organization representative to discuss informally or formally with the appropriate Employer representative any complaint the Labor Organization may have concerning matters under this agreement.
- b. To the designated Labor Organization representative for preparing and presenting the grievance.

19-9 INFORMAL GRIEVANCE

- a. It is agreed that problems should be attempted to be settled informally before becoming formal grievances. At this informal stage, the employee and the representative will meet with the supervisor concerned and an attempt will be made to resolve the issue(s) that caused the grievance. The LRS may also be involved in the resolution process. Both the Employer and the Labor Organization encourage this step.
- b. If a settlement cannot be reached informally, the formal grievance procedure will be utilized.

19-10 EMPLOYEE FORMAL GRIEVANCE

STEP 1

The grievance will be prepared in writing, utilizing the agreed to form. The grievance will be presented to the appropriate Employer Official that can resolve the grievance. An information copy of the grievance will be forwarded to HRO. The grievance and information will be discussed at the time of presentation of the grievance. The Employer Official will provide a determination of settlement, in writing, to the individual and the Labor Organization within ten (10) working days of receipt of the form.

Definition: Step 1 Employer Officials will be considered to be the CMA Superintendent, CMA South Superintendent, CMA North Superintendent, AASF Commander, the USPFO, Organizational OIC's, the Division CoS, Camp Ripley Post Commander, Directors and Maintenance Managers.

STEP 2

If the grievant is dissatisfied with the settlement offered at step one, the grievance will be advanced to the JFMN Chief of Staff within ten (10) working days. A decision, in writing, will be rendered to the grievant and the Labor Organization within ten (10) working days of receipt by the JFMN Chief of Staff.

STEP 3

If the grievant is dissatisfied with the settlement offered at step two, the grievance will be advanced to The Adjutant General (TAG) within fifteen (15) working days. A decision, in writing, will be rendered to the grievant and the Labor Organization within ten (10) working days of receipt by TAG.

Note: All time limits set in this article may be extended by the mutual consent of the parties. Timelines established in this article are maximums and the parties agree that grievances should be resolved or forwarded to the next step as soon as possible. Failure of the Employer to observe the processing time limits shall entitle the grievant to advance the grievance to the next level, to include the provisions of section 19-13.

19-11 LABOR ORGANIZATION FORMAL GRIEVANCE

Labor Organization initiated grievances will name the Chief of Staff (MN ARNG) as respondent unless the grievance is against the HRO or The Adjutant General. The Labor Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation. The following procedures will be utilized for all Labor Organization grievances.

STEP 1

The grievance will be prepared in writing and submitted to the named respondent. The event(s) leading to the grievance may be discussed at the time of the presentation of the grievance. The respondent will provide a decision, in writing, within ten (10) working days, to the Labor Organization Chapter President.

STEP 2

If the Labor Organization is dissatisfied with the decision at Step 1, an appeal will be forwarded to the Adjutant General within ten (10) working days. The Labor Organization will be provided a decision within ten (10) working days. If the Adjutant General does not sustain the grievance, a reason in writing will be provided to the Labor Organization.

a. A grievance will be canceled under the following conditions:

- (1) When the grievant withdraws the grievance.
- (2) When the grievance is satisfactorily resolved.
- (3) Upon termination of employment of the aggrieved employee, unless the grievance affects other employees.
- (4) Upon the death of an aggrieved employee unless the grievance pertains to a question of pay.
- (5) For failure to advance the grievance in accordance with this article within ten (10) working days of the last step completed by the Employer or when an employee fails to cooperate in furnishing information necessary to process the grievance within ten (10) days of the previous step.

Note: All time limits set in this article may be extended by the mutual consent of the parties. Failure of the Employer to observe the processing time limits shall entitle the grievant to advance the grievance to the next level, to include the provisions of section 19-13.

19-12 RIGHT TO INFORMATION

Upon request and subject to law, rule or regulation, the Employer will supply the Labor Organization with any official reports and/or documents used in the original action when denying a grievance. This is to ensure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of paragraph 19-13.

19-13 ARBITRATION PROCEDURES

a. The right of appeal, which may exist with respect to clause (1), (2), (3), or (4) of section 709(f)(1)-(5) shall not extend beyond The Adjutant General.

b. Arbitration may be used to settle unresolved grievances and must be initiated within 60 days of completion of the last step of the grievance process.

c. Only the Labor Organization or the Employer may invoke the provisions of paragraph 19-14.

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

19-14 ARBITRATOR SELECTION

a. 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.

b. Within seven (7) working days of receiving the list, both parties shall confer 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. A coin flip will determine which party strikes first.

c. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days the parties may, if both so desire, select a new arbitrator using the above procedures.

Note: If the chosen arbitrator cannot hear the case within thirty (30) days, the intent of paragraph 19-14 is to allow the parties to select from the remaining names on the list or request a list of seven additional names, if both parties so agree.

19-15 ARBITRATION EXPENSES

The Employer and the Labor Organization will share expenses incurred for the arbitration equally.

19-16 DATE AND LOCATION

The arbitration hearing shall be held on a date and at a location mutually agreed upon by the parties.

19-17 FEDERAL LABOR RELATIONS AUTHORITY (FLRA) EXCEPTIONS

The parties understand the FLRA has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later than thirty (30) days from the date the award is served on the parties. 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.

19-18 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.

19-19 GRIEVANCE FORM

(See Appendix A)

ARTICLE 20

APPROPRIATE BARGAINING/IMPACT AND IMPLEMENTATION BARGAINING

20-1 PURPOSE

a. Prior to implementation of a significant change to working conditions that adversely affect one or more members of the bargaining unit, the Employer will notify and negotiate with the Labor Organization appropriate arrangements regarding the impact of the event(s). Such negotiations will take place prior to any official announcement of the proposed Employer action to the workforce, which could adversely affect a bargaining unit member's condition of employment.

b. Matters appropriate for negotiations between the parties are personnel policies, practices and matters, whether established by rule, regulation, or otherwise affecting working conditions of bargaining unit members. Nothing shall preclude the Employer and Labor Organization from negotiating:

- 1) At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- 2) Procedures by which the Employer officials will observe in exercising any authority under 5 USC 7106 (a); or
- 3) Appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC 7106 (a) by such the Employer officials.

c. Matters appropriate for written proposals and negotiation between the parties shall include, but are not limited to:

(1) Personnel policies, practices, and

(2) Matters which change working conditions, to include such matters as:

- (i) Safety
- (ii) Labor I the Employer cooperation
- (iii) Reduction in force procedures (RIF)
- (iv) Hours of work

20-2 CHANGES AFFECTING WORKING CONDITIONS

The Employer agrees to email/provide to a union representative 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, the Employer will be contacted within twenty (20) calendar days after receipt to establish a meeting time/place to discuss the matter.

ARTICLE 21 REDUCTION IN FORCE

21-1 GENERAL

The Adjutant General or his / her designee is responsible for implementing a Reduction-In-Force (RIF).

21-2 PROCEDURES

It is agreed between the parties that procedures used by Employer 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. Procedures relating to a RIF will be administered IAW applicable laws, rules, and regulations and any change / update thereto.

21-3 DEFINITIONS

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

b. Competitive Areas: A competitive area is the area designated by the Employer within which technicians compete during a RIF and is described geographically, organizationally, or with a combination of both. The competitive area must be large enough to permit adequate competition among technicians.

c. Competitive Levels: A competitive level consists of all positions within a competitive area, which are in the same grade, same service (excepted or competitive) and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program. The establishment of competitive levels is the responsibility of the HRO, subject to the following:

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

- (2) Non-bargaining unit employees will not compete with bargaining unit employees for bargaining unit positions.
- d. Tenure groups: Employees are divided into three (3) tenure groups:
- (1) Group I - Employees under permanent appointment who are not serving on probation or trial periods.
 - (2) Group II - Employees serving on probation or trial periods.
 - (3) Group III - Employees who have been given indefinite appointments in the excepted service (Temporary Employees).
- e. Retention Registers:
- (1) Voluntary RIF's: Prior to issuing specific written notices, voluntary RIF's shall be sought among the bargaining unit within the competitive area to reduce the overall impact.
 - (2) Remaining affected employees will be listed in descending order on the retention register, within their competitive levels, starting with the employee with the most points. They shall be classified on the retention register on the basis of their tenure group, then length of service, then performance in descending order as follows:
 - (i) By tenure group I, group II, group III,
 - (ii) Within each group by years of service up to thirty (30) years of points and augmented by credit for performance.
 - (3) An employee's entitlement to additional service credit for performance shall be based on the employee's five (5) most recent annual performance ratings.
 - (4) The additional service credit for employee performance shall be expressed in additional years of service computed on the following basis:
 - (i) Five (5) additional years of service for each overall performance rating of outstanding.
 - (ii) No additional years of service for each overall performance rating of fully successful.
 - (iii) A loss of five (5) years of service credit for an unacceptable performance rating.
 - (5) Employees who do not have five (5) current performance evaluations on file will be credited with two (2) points for any appraisals missing due to deployment or length of time employed.
 - (6) Tie-breaker will be the Service Computation Date. This date is the total length of government service credited for retirement purposes.

21-4 HRO RESPONSIBILITIES

- a. Meet with the Labor Organization to explain the need for a RIF and, upon request, provide all documents and correspondence received relative to the RIF action. The parties will negotiate the appropriate procedures to be used.
- b. After bargaining with the Labor Organization, notification of the RIF will be in the form of a posted written general notice as far in advance as possible. In any case, however, the notice will not be less than one hundred twenty (120) days. The general notice will contain:
- (1) The established competitive area.
 - (2) The established date ratings are to be/have been frozen.
 - (3) The date personnel actions are frozen (i.e., reassignments, promotions, hiring, etc.).
 - (4) Point of contact for program counseling.
 - (5) Established date and time for appropriate separation briefings, etc.
- c. Screen the manning documents to determine which vacancies will be needed for placement action.
- d. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private employers.
- e. A separate written notice will be given to each affected employee to be RIF'd at least sixty (60) days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual. New technology that requires retraining will be provided by resident courses as available.

ARTICLE 22

EMPLOYEE PROGRAMS

22-1 GENERAL

The parties recognize the importance of programs established for the welfare of employees. The Employer and the Labor Organization agree to encourage employee participation in appropriate programs. The Employer agrees to provide assistance programs to employees IAW law, rule and regulation. Employees will not have their job security or promotion opportunities jeopardized by their request for counseling or referral assistance, providing they accept the counseling assistance and/or treatment offered.

22-2 OBJECTIVES

The objective of the Employee Assistance Program (EAP) is to identify and assist employees with behavioral or personal problems that impact upon work performance or disrupt interpersonal relations with other employees in the immediate work environment.

22-3 PROGRAM SCOPE

The scope of this program includes, but is not limited to emotional, financial, marital, legal and physical problems.

22-4 CONFIDENTIALITY

The confidential aspects of employees with medical/behavioral problems shall be maintained. Neither, EAP personnel, counselor, or Employer officials shall reveal the name of a person seeking assistance, being assisted or having been assisted, or the nature of the assistance/progress, without the employee's written consent in accordance with the Privacy Act or as deemed appropriate under the Health Insurance Portability and Accountability Act (HIPAA).

ARTICLE 23 CLASSIFICATION ACTIONS

23-1 GENERAL

It is agreed that before the Employer assigns an effective date for any downgrade resulting from reclassification, the Employer will negotiate with the Labor Organization appropriate arrangements for employees adversely affected to 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 affected.
- b. Make available the OPM - Civil Service Classification Standards that the position was graded by.
- c. Further information, knowledge and assistance on rights may be requested through the Human Resources Office Classification (NGMN-PEH-T) section.
- d. Classification appeals go to NGMN-PEH-T to determine, first, if they may be appealed, and second, if they may be forwarded to Office of Personnel Management (OPM) or Civilian Personnel Management Service (CPMS). The HRO Classification Section will assist with the preparation of classification appeals.

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

23-2 RECLASSIFICATION DOWNGRADE

- a. If any position is downgraded with a substantial change of duties and job number, such action will be considered a reduction in force (RIF) and existing contract RIF procedures (Article 21) will apply. In all other cases, downgrades resulting from reclassification will be considered as classification actions.
- b. No personnel actions resulting directly from downgrading/RIF will be taken until the Employer and the Labor Organization have negotiated appropriate arrangements for

employees adversely affected by the proposed action(s). The parties will meet within one (1) week after advance notice of the action(s) is provided to the Labor Organization.

c. No individual will be downgraded until an on-site classification desk audit of the duties being performed, has been accomplished by the Human Resource Office and immediate supervisor. This audit shall take place before the effective date of the proposed action(s). The annual position description review shall not fulfill the requirements of this desk audit.

d. The Employer will not utilize classification actions for the purpose of either awards or punishment.

e. Employees on grade retention status who refuse priority placement to positions outside a reasonable commuting distance will not lose their grade retention status.

23-3 GRADE RETENTION

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

b. For any other positions that become available that no one on the retention roster is fully qualified for, the merit promotion plan will be utilized. The people on the retention roster shall be given priority consideration.

ARTICLE 24

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

24-1 POLICY

The Minnesota Army National Guard Employee Equal Employment Opportunity Affirmative Action Plan establishes the requirements of national policy and federal law. It assures equal employment, development, promotion and treatment of the National Guard employees. The Employer and the Labor Organization agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and employees and to prohibit discrimination because of age, race, color, religion, gender, national origin or disability. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

24-2 EEO COMPLAINT PROCEDURES

Any employee who believes they have been discriminated against in any matter because of race, color, religion, gender, age, national origin or disability may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor of their choice within 45 calendar days of the occurrence.

24-3 COMPLAINTS ALLEGING SEXUAL HARASSMENT

a. The Employer and the Labor Organization agree that sexual harassment in the workplace will not be condoned.

- b. Reported cases of sexual harassment will receive prompt and decisive action.
- c. Any employee who feels they have been the victim of sexual harassment may file a complaint through the statutory procedure by contacting an EEO counselor within forty-five (45) days of the occurrence.

ARTICLE 25

ATTIRE

25-1 MILITARY UNIFORMS

- a. The Employer will provide a direct exchange program for worn, torn, or clothing soiled too badly to be rendered clean and presentable in the performance of day-to-day duties. Duty time will be authorized for the purpose of exchanging unserviceable uniforms. At all major work locations, the Employer will provide on-site exchange and maintain technician clothing records for technician issued clothing and equipment.
- b. Uniforms issued to full-time and indefinite bargaining unit employees shall supplement those issued to all guard persons. Bargaining unit employees are authorized one additional set of their duty uniform (i.e. Class C, Class B, flight suit). Where the work situation dictates that the bargaining unit employee wear a coverall, six sets will be provided.
- c. For those bargaining unit employees who are required to wear a prescribed uniform, which is furnished by the Employer, replacement uniforms will be provided on a one-for-one exchange basis.
- d. For those employees who are required to fly, special uniform items, (e.g. flight suits, helmets, survival vests, extreme cold weather flight gear, Nomex gloves, Nomex jackets, etc.), will be provided and replaced by the Employer, at no expense to the employee, IAW applicable laws, rules, and regulations and any change / update thereto.
- e. Employees who normally wear protective coveralls while performing their duties must maintain one (1) set of serviceable Class C uniform, to include appropriate hat, boots, and military accessories, at the work site in the event the mission requires a change of clothing.
- f. Where local policy requires sew on rank, the Employer will provide this service.
- g. When uniform is soiled with hazardous materials, the Employer will provide proper cleaning service.

25-2 DRESS REQUIREMENTS

If no dress requirement is stated, military uniforms shall be optional for all non-military sponsored activities. If civilian attire is worn, it shall be appropriate for the function attended.

25-3 LOCKERS

- a. Where space limitations permit, adequate lockers will be furnished to those employees that must make clothing or uniform changes in connection with their employment.
- b. Where government lockers are furnished to an employee for personal use, the user shall maintain them in a clean and orderly manner. In case of emergency, such as fire or other danger to the contents of the locker, it may be opened and the contents moved to a safe place. There is no expectation of privacy in an Employer-furnished locker. Employer intrusion will be according to applicable law.

ARTICLE 26 TOOLS AND EQUIPMENT

26-1 REQUIREMENTS

- a. The Employer recognizes its requirement to furnish all appropriate tools and equipment necessary for the accomplishment of the mission.
- b. Purchased tools shall meet OSHA standards.
- c. All Test, Measurement and Diagnostic Equipment (TMDE) used in the performance of duties will be certified, verified and/or calibrated in accordance with the provisions of applicable Army Regulations and Technical Bulletins.
- d. Employees will not use personal tools in the performance of duties.

ARTICLE 27 TRAINING

27-1 GENERAL

The Employer and Labor Organization agree that the training and development of employees is a matter of mutual interest. Consistent with program needs, the Employer agrees to provide (within fiscal limitations and availability) training required by:

- a. New equipment
- b. Changing doctrine
- c. New mission(s)
- d. Reorganization
- e. Personnel assignments, or re-assignments
- f. Mandatory training and development required by statute, presidential directive, CFR, DOD, NGB or state law.

27-2 NOTIFICATIONS

Every effort will be made to provide a notice to the employee at least ten (10) working days prior to committing the employee to training away from home station when the training is other than routine.

27-3 TRAINING NEW EMPLOYEES

If an employee is required to train new employees it may be necessary for the supervisor to provide additional help to compensate for some of the time spent training the new employee. The trainer must inform the supervisor immediately when these duties are interfering with regular duties.

27-4 SCHEDULING

a. It shall be a matter of interest and concern for the Employer and Labor Organization that appropriate training courses, seminars, conferences and meetings be scheduled during working hours whenever possible, to allow employees the opportunity to gain information and training in their respective positions.

b. Hours of Work. While in a training status as a technician, a technician's hours of work during training in technician status is determined by the training authority, school administration, rather than the technician's normal work schedule. When the training schedule is different from the regular work schedule established in the technician's workweek schedule, then the workweek will be adjusted accordingly. A day of training will reflect a duty day. If excess hours are required based on the training schedule or the schoolhouse administrator, compensatory time may be earned, with prior approval under most circumstances.

c. Compensatory Time. Claims of compensatory time based on length of duty day or homework must be supported by course office documents (e.g. school schedules, curriculum guides; course directives) and verified by school administrators. Homework assignments and additional study time or preparation outside of class assignments or preparation outside of class schedules are considered inherent conditions of training and do not meet the definition of compensatory time earned during training.

27-5 CIVILIAN EDUCATION PROGRAMS

Employees who are enrolled in a civilian education program may be permitted to request a revision of their daily/weekly work schedule in order to attend a course of instruction not normally conducted during non-duty hours. Supervisors will attempt to accommodate the employee consistent with the mission of the Employer. All requests require approval of both the supervisor and the HRO.

27-6 SPECIAL CERTIFICATES

a. When a technician's duties require special certification and licensing and an appropriate renewal of that certification, the Employer agrees to provide duty time to take the examination and fund costs as certified on the appropriate Authorization, Agreement and Certification of Training (Standard Form 182).

b. Payment and reimbursement for employees to obtain professional credentials, including expenses for professional accreditation, state imposed and professional licenses, professional certifications, testing for certifications and professional membership fees is authorized in accordance with 5 U.S.C. 4101, 4109, 5757, 5758 (a)(2)(1970), Comp General Decision B- 185341; 55 Comp Gen. 759.

27-7 ANNUAL TRAINING ON WORKERS' COMPENSATION AND RETIREMENT WORKERS' COMPENSATION BRIEFING

a. **EMPLOYEES COMPENSATION ACT BRIEFING:** The Employer will provide a briefing on an as needed basis to all bargaining unit employees and Labor Organization officials with regard to the Federal Employees Compensation Act (FECA). This briefing shall cover the list of the various forms associated with Federal Workers' Compensation. This briefing may be presented by video.

b. **RETIREMENT BRIEFING:** Individuals can access the Army Benefits Center-Civilian (ABC-C) at any time for retirement estimates. The Employer agrees to provide a retirement briefing on an as needed basis to be held during normal duty hours. The briefing may be by video or in person and alternate locations will be utilized. Dual-status technicians and their spouses may attend one briefing within three years of the technician's retirement. The briefing should consist of:

- 1) Retirement Planning
- 2) FEGLI Life Insurance
- 3) Health Insurance Including Open Season
- 4) OPM Briefing
- 5) Survivor Benefits
- 6) Total Retirement Benefits
- 7) Disability / Medical Benefits

ARTICLE 28

AGREEMENT ADMINISTRATION

28-1 EFFECTIVE DATE

This agreement is effective on the date the previous agreement expires. This date is 20 May 2019.

28-2 EXPIRATION DATE

This agreement will remain in effect for three (3) years from the date of approval by the Agency (20 May 2019), or, under the provisions of PL 95-454, 5 USC 7114, (c) (3), whichever is applicable.

28-3 EMPLOYER APPROVAL

a. The head of the Agency shall approve the agreement within thirty (30) days from the date the parties execute the agreement if the agreement is in accordance with the provisions of applicable law, rule, or regulation.

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

c. In the event that a particular article or section of an article is not approved by the

Agency, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate subsequent to approval by the Agency.

28-4 AUTOMATIC RENEWAL

a. If during the 30-day period before the expiration date neither party in writing demands negotiation of a new agreement, this agreement on the expiration date is renewed for three years.

b. If during the 30-day period before the expiration date a party in writing demands negotiation of a new agreement, this agreement on the expiration date is renewed for one year.

c. If during the paragraph b renewal year the new agreement has not been executed, this agreement on the expiration of the renewal is renewed for six months, and each six months thereafter, until the expiration of the six month period that is after the execution— unless the executed agreement timely is disapproved by the head of the agency and is not subsequently approved before the expiration of the six month period, in which case on expiration of the six month period the agreement is renewed for six months, and each six months thereafter, until the expiration of the six month period that is after the approval.

d. The new agreement is effective on the date that the paragraph b renewal year expires unless paragraph c applies, in which case the new agreement is effective on the date that the last paragraph c six-month renewal expires.

28-5 AGREEMENT PRECEDENCE

Upon approval, this collective bargaining agreement takes precedence over any conflicting provisions in negotiable Employer regulations that predate or postdate this agreement.

28-6 AGREEMENT AMENDMENTS/SUPPLEMENTS

a. This agreement may be amended or supplemented during its life by any of the following procedures:

(1) At any time, either party to this agreement may by written notice require negotiations for the purpose of supplementing this agreement with provisions not covered by this agreement.

(2) Either party may require negotiations to amend no more than 3 articles of this agreement if written notice identifying the articles proposed to be amended is provided to the other party no earlier than 16 and no later than 18 months after the date this agreement becomes effective.

(3) At any time, by mutual consent, for the purpose of amending or supplementing this agreement.

b. When a party by written notice requires negotiations under paragraph a, the other party will agree to meet within 10 business days after the notice to negotiate, unless the parties consent to meet later.

c. An amendment or supplement to the agreement will have the same expiration date as the other provisions of this agreement.

28-7 NEGOTIATING A NEW AGREEMENT

a. Negotiations for a new agreement will commence no earlier than one hundred fifty (150) calendar days or not later than ninety (90) calendar days prior to the termination of this agreement. The provisions of this agreement will remain in effect until a subsequent agreement is approved,

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 Employees will meet to Initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

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

The ____ day of _____, 2019*.

FOR THE STATE OF MINNESOTA

FOR THE ASSOCIATION

Major General, Minnesota
Army National Guard
The Adjutant General

President
The Association of Civilian Technicians
Minnesota Chapter (Army)

Colonel, Minnesota
Army National Guard
Chief Negotiator

*This agreement supersedes Collective Bargaining Agreement 4 March 2016
Negotiators and/or Advisors present:

Management

Association

APPENDIX A

**THE ASSOCIATION OF CIVILIAN TECHNICIANS
TONY KEMPENICH MEMORIAL CHAPTER 21
GRIEVANCE FORM**

1. Date	2. Grievant' s Name	3. Position

4. Shop / Office	5. Duty Phone
6. Home Address	7. Home Phone

8. Grievance Presented To (Supervisor's Name)	9. Date of Incident

10. Violation Reference (contract, regulation or other)

11. Details of Grievance: State in detail the incident/action on which this grievance is based, providing names, dates and locations as applicable. (attach separate sheet(s) if required)
Circle One: <u>Article 19-10</u> or <u>Article 19-11</u> grievance.

