

COLLECTIVE BARGAINING AGREEMENT

between

THE ADJUTANT GENERAL,

STATE OF MAINE



and the

MaineiACTs CHAPTER #128,

of the

ASSOCIATION of CIVILIAN TECHNICIANS



2020

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GLOSSARY OF TERMS

Adverse Action: Suspension, Change to lower grade, or Removal.

Agency: The Adjutant General (TAG) and all management officials, supervisors and other representatives of management having authority to act for TAG on any matters relating to the implementation of the Agency labor-management relations program established under the statute.

Authority: Means the Federal Labor Relations Authority, (FLRA).

CFR: Code of Federal Regulations

Conditions of Employment: Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions.

Disciplinary Action: A letter of reprimand (LOR). Reference NGB-TPR752, chapters 3-7.

DOD: Department of Defense.

EDP: Environmental differential pay. EDP is additional pay authorized for a WG/WL series employee for working conditions of unusually severe nature or physical hardship.

Federal Employee: Title 32 Dual Status Technicians, and Title 5 National Guard employees.

Full Justification: Means the compelling reasons why an on-board employee is not being selected from the original placement certificate, and why it is necessary to look at additional areas of consideration.

Grievance: Any complaint as defined in Article 22,

HDP: Hazardous duty pay. HDP is additional pay authorized for a GS employee for the performance of hazardous duty or duty involving physical hardship.

HRO: Human Resource Office. This office is located in the Headquarters Building at Camp Chamberlain, Augusta, and handles all functions relating to employment of civil service Employees.

Informal Meeting/Discussion: A discussion between a representative of the Labor Organization and/or employee of the bargaining unit, and a representative of the Agency, which does not lead to disciplinary action, affect conditions of employment, or infringe on the rights of the parties.

Less than Full-Performance Level: Also known as intervening grade, less than full performance level is an appointment to a pay grade that is less than the full allowance for a position, and as advertised on the Technician Position Vacancy Announcements (e.g. WG-8852- 10/8/5).

Meet and Confer: To negotiate.

Multiple Grade Level Vacancies: Jobs announced at more than one pay grade level. This is generally done when there is a concern about the ability to find qualified applicants at the full-performance level.

Non-Disciplinary Action: A counseling and admonition is communicative step from the supervisor to stop or not repeat a particular infraction in relation to a stated offence.

Part-Time Employment: Regularly scheduled work from 16 to 32-hours per week.

Rating of Record: A numerical value and description issued for a specific type appraisal by calculating either a weighted rating (WR) or average rating (AR).

RIF: Reduction-in-Force. When an agency must abolish current positions from the full time manning document, RIF regulations and procedures outlined in Article 36 will be used to determine whether an employee keeps their present position, or whether the employee has a right to a different position.

Selective Placement Factors: Selective Placement Factors are knowledge, skills, and abilities and/or special qualifications that are in addition to general and specialized experience, but are necessary to perform the duties and responsibilities of a particular position. Applicants who do not meet a selective placement factor do not meet minimum qualifications. Example: the ability to type a minimum of forty words per minute or instructor certification for unit-equipped aircraft.

Specialized Experience: As posted on the Job Opportunity Announcements. Is the NGB qualification standard for the occupational series of the position.

Steward: An employee in the unit officially identified by the Labor Organization President in accordance with the provisions of this Agreement.

Supervisor: An individual employed by an Agency having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the Authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

Technician: A member of one of the reserve components of the armed force specified in 10 USC, Section 10101 who is assigned to a full-time position, and as a condition of employment in such position under the provisions of 32 USC, Section 709(b) shall, while so employed, be a member of the National Guard and hold the military grade specified by the Secretary concerned for that position.

Tenure group 1: Permanent Federal Employees who have completed trial/probationary period.

Tenure group 2: Permanent Federal Employees who have not completed trial/probationary period.

Tenure group 3: Indefinite Federal Employees

Tenure group 0: Temporary Federal Employees.

Tour of Duty: The hours of a day (a daily *tour of duty*) and the days of an administrative workweek (a weekly *tour of duty*) that constitute an employee's regularly scheduled workweek.

Unacceptable Performance: Means performance of an employee which fails to meet one or more critical elements in the employee's established performance plan.

USC: United States Code.

Workday: For the purpose of contract administration, workday means Monday through Friday except federal holidays.

ARTICLE 1: GENERAL PROVISIONS

1.1. Agreement

Pursuant to the policy set forth in Public Law, this agreement sets forth the respective roles and responsibilities of the parties; procedures and methods that govern the working relationship between the parties and indicates the parties have had a full and fair opportunity to bargain on all aspects of all topics contained in this agreement and that this Collective Bargaining Agreement (CBA), represents the parties' full, final, and complete agreement on all aspects of all topics included thereafter. Therefore, the following articles constitute an agreement by and between TAG, and Federal Employees of the Maine Air National Guard, who will be hereinafter referred to as the Agency, and Maine ACTs Chapter #128, Association of Civilian Technicians, hereinafter referred to as the Labor Organization. It is agreed that for the purpose of this Agreement, references to the word "Employee" is intended to include both Title 32 and Title 5 employees unless otherwise addressed therein. If a TPR or NGB regulation has been or becomes superseded, the superseding guidance will be in effect.

1.2. Bargaining Unit

It is recognized by the Agency that the Association of Civilian Technicians has been designated and selected by a majority of the employees as their representative for purposes of exclusive recognition, and that pursuant to 5 USC, Chapter 71, the said organization is the exclusive representative of all federal employees in the bargaining unit. **INCLUDED:** All wage grade and General Schedule federal employees at all locations of the Maine Air National Guard, United States Department of Defense. **EXCLUDED:** Professional employees, employees engaged in personnel work in other than a purely clerical capacity; confidential employees, management officials, and supervisors; and employees described in 5 USC, Section 7112(b)(2), (3), (4), (6), and (7).

ARTICLE 2: DURATION OF AGREEMENT

2.1. This agreement will become effective and will remain in full force and effect for 4 -years from the date of approval by the Agency head or designee.

2.2. This 4 year agreement may be subject to negotiated amendments or supplements during the agreement's lifetime under one of the following provisions:

(1) By either party at mid-point of the agreement (24 -months) by giving notice within 30-days of the mid-point of the contract.

(2) At any time by mutual consent by both parties.

2.3. Either party may give written notice to the other, not more than 90-calendar days nor less than 60-calendar days prior to the 4 -year expiration date, and each subsequent expiration date for the purpose of renegotiating this agreement. The existing agreement will remain in full force and effect during the re-negotiation of said agreement and until such time as a new agreement is approved, in whole, by the Agency or designee under the provisions of 5 USC, Section 7114(c).

2.4. If neither party serves notice to the other to renegotiate this agreement within the allotted time, the agreement shall be automatically renewed for a 4 -year period. The agreement will be subject to approval by the Agency or designee under the provisions of 5 USC, Section 7114(c).

2.4.1. Any article(s) or part(s) thereof disapproved by the Agency or designee will be revised using the ground rules previously established for negotiations of said agreement. The effective date of the renewed agreement will be the last date of approval of any revised articles by the Agency or designee.

2.5. Upon mutual agreement by both parties, the contract may be extended in one-year increments. A memorandum stating the intent to do so will be executed by both parties and forwarded with the agreement to the Agency or designee for approval under the provisions of 5 USC, Section 7114(c).

- Any article(s) or part(s) thereof disapproved by the Agency or designee will be revised using the ground rules previously established for negotiations of said agreement. The extension to the agreement will become effective on the last date of approval of any revised articles by the Agency or designee.

2.6. During the duration of this agreement, either party may notify the other in writing of their desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit employees, including court decisions and decisions of the Federal Labor Relations Authority. Any supplements will remain in effect in accordance with the provisions of this article upon approval of the Department of Defense. If during negotiations for a supplemental agreement, where impasse occurs, the procedure of 5 USC, Section 7119, as it pertains to Impasses in Negotiations, shall apply.

ARTICLE 3: PURPOSE

3.1. The parties consent to enter into an agreement that will have for its purpose, among others, the following:

- (1) To provide employees of the unit the opportunity of participating in the formulation and implementation of personnel policies and practices affecting the conditions of their employment
- (2) To advance labor-management cooperation
- (3) To define the responsibilities of the parties, establish the framework with understanding and mutual respect, thereby contributing to the efficient operation of the facilities and in turn enhancing employee morale. It is therefore agreed that the parties will *meet and confer* at reasonable times with the objective of reaching agreement on the subjects appropriate for negotiation.

ARTICLE 4: OBLIGATIONS OF THE PARTIES

4.1. In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and government wide regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations (CFR).

4.2. The parties agree to abide by the provisions set forth in this agreement. The parties will not change the conditions set forth in this agreement except by the methods provided herein.

4.3 The Agency agrees to post the CBA electronically on Maine National Guard HRO, GKO page.

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

ARTICLE 5: RIGHTS OF THE EMPLOYEES

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

- a. Being represented by an attorney or other representative, other than the exclusive representative, of the employees own choosing, not at the expense of the agency.
- b. Exercising grievance or appellate rights established by law, rule or regulation where not addressed within grievance or appeal procedures negotiated within this Agreement.

An exclusive representative of an appropriate unit in an Agency shall be given the opportunity to be represented at:

- (1) Any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
- (2) Any examination of an employee in the unit by a representative of the Agency in connection with an investigation if:
 - The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - The employee requests representation.

5.2 Employees have the right to request an opportunity to review their supervisory working folder or official personnel files. Coordination with their immediate supervisor will be obtained prior to actual review of their supervisor working folder.

5.3 The Labor Organization will not interfere with, restrain, or coerce any employee in the exercise of their rights under law.

5.4 When the Labor Organization initiates a SF 1187 for dues deductions, copy 1 will be forwarded to the Maine National Guard Labor Relations Specialist (LRS) for determination of bargaining unit status. If the employee position is determined to be in the bargaining unit, the LRS or their designee will forward the form with a memorandum to the civilian pay office indicating eligibility for dues deduction and to process the form for immediate withholding.

5.5 An employee's voluntary allotment for payment of Labor Organization dues shall be terminated with the start of the first pay period following the pay period in which any of the following occurs:

- (1) Loss of exclusive recognition by the Labor Organization.
- (2) Notification from the Labor Organization that the employee has been expelled or has ceased to be a member in good standing of the Labor Organization. Such notice shall be promptly forwarded by the Labor Organization to the Agency.
- (3) An employee may terminate authorization for the deduction of Labor Organization dues by submitting a SF 1188 (Revocation of Voluntary Authorization for Payment of Employee Organizational Dues) through the HRO/LRS to the civilian payroll office. A termination of allotment will not be effective until the first full pay period following the one year anniversary of the first deduction made by the payroll office.
- (4) The Agency agrees to make available to the Labor Organization the standard form SF1188 for use in revoking dues allotments. The form will be made available to the individual by the Labor Organization.
 - The individual will turn the completed standard form in to the civilian pay office representative.
 - The civilian pay office shall date and initial all copies of the standard form upon receipt from the individual. The second copy of the standard form shall be forwarded by the civilian pay office representative to the Labor Organization after receipt of the signed form from the employee.

5.6 HRO/LRS or their designee shall initiate termination of allotment for payment of dues when an employee's position changes from bargaining unit to non-bargaining unit.

5.7 Employees may request that a U.S. Government I.D card be issued.

5.8 It is recognized that representatives from the Labor Organization or the Agency may, as determined by either party, file an Unfair Labor Practice charge for any perceived violation of the provisions of 5 USC, Section 7116.

ARTICLE 6: LABOR-MANAGEMENT COOPERATION

6.1. The HRO, upon request from the Labor Organization, in accord with 5 USC, Section 7114(b)(4), will provide a current full-time manning document, Employment Authorizations (EA) levels, and a list of bargaining unit members.

6.2. Representatives of the Labor Organization and Agency shall meet when necessary to confer with respect to personnel policy and practices and matters affecting working conditions, subject to the provisions of the agreement. Formal meetings will be arranged upon notification of not less than 5-workdays. Agency will supply minutes of proceedings of meetings. Informal meetings may also be mutually arranged as necessary.

6.3. Equal representation between Agency and labor should occur during formal meetings.

6.4. There shall be no restraint, interference, coercion or discrimination against a Labor Organization representative because of the performance of their duties.

6.5. The Labor Organization has a right to be represented at discussions between the Agency and employees or employee representatives concerning individual employee grievances, personnel policies and practices, or other matters affecting general work conditions of employees in the unit. This right to be present does not extend to *informal meetings/discussion* between an employee and supervisory officials or to normal day-to-day working relationship between the supervisor and the employee. However, if such meetings or discussions involve decisions on personnel policies or other matters, which the Agency is obligated to discuss or negotiate with the Labor Organization, such decisions will not be made until this obligation is discharged and will not conflict with existing agreements with the Labor Organization

6.6. The Labor Organization agrees to cooperate with the Agency in truly voluntary charity drives and to lend support to these worthy causes. In conducting these drives the parties will be guided by appropriate regulations, which provide that no compulsions or reprisals will be tolerated. Contributions may be made by placing them in sealed and unmarked envelopes. It is further agreed that no lists will be kept by individuals showing the names of contributors and the amounts of their contribution for the purpose of comparing levels of giving.

6.7. The Agency agrees that the Labor Organization President or his designee shall be a member of the following panels, committees or boards:

- (1) Health and Safety.
- (2) Equal Employment Opportunity (EEO).
- (3) Incentives Award Committee.
- (4) Environment Differential Pay (EDP) / Hazardous Duty Pay (HDP).

If other committees or boards are established, that affect working conditions the Labor Organization shall have a member on such committees or boards.

6.8. The HRO will inform each new employee of their rights as described in Article 5, provide a copy of the list of Labor Organization representatives (as provided by the Labor Organization), and a copy of the CBA. The HRO shall notify the Labor Organization of newly hired bargaining unit employees.

6.9. The Labor Organization agrees to furnish the HRO/LRS a list of those designated to serve as Labor Organization representatives; such list will also include the official duty assignment of each Labor Organization representative and appropriate telephone extensions. The Labor Organization further agrees to update this listing as changes occur.

6.10 The Human Resources Officer or their designee and Labor Organization will insure that all supervisory/Agency personnel and Labor Representatives are trained as to the provisions of this agreement.

ARTICLE 7: CONSULTATION AND NEGOTIATION

7.1. The parties agree that Agency shall *meet and confer* in good faith with the Labor Organization on all Agency decisions affecting *conditions of employment* to include personnel policies, practices and matters affecting working conditions of employees.

- a. In order to promote good labor-management cooperation, supervisors should evaluate carefully the impact of any policies or procedures they may establish for possible change to conditions of employment. Consultation with the HRO/LRS could preclude possible conflicts prior to implementation.
- b. All official correspondence as it relates to this agreement, from the Labor Organization to the Agency, will be addressed from the position of the President, or designee. Likewise, all return correspondence to the Labor Organization will be addressed to the President, or designee.

7.2. Prior to implementation of any policy concerning conditions of employment that could adversely affect members of the bargaining unit; the Agency will negotiate with the Labor Organization appropriate arrangements regarding the impact of the policy(s).

7.3. The Agency agrees to refer any proposed changes to conditions of employment of unit employees, as defined, to the Labor Organization at least 30-calendar days prior to anticipated implementation.

7.4. Upon receipt of any new or proposed change to conditions of employment, the Labor Organization agrees that it will respond as soon as practical and if it does not respond with written counterproposals within fifteen (15) calendar days, the Employer will be free to proceed with implementation. If the Labor Organization wishes to negotiate proposed changes, negotiations will begin within five (5) workdays after receipt by the Labor Relations Office (subject to mission requirements) of the timely Labor Organization proposals. If necessary, the identified implementation date may be postponed by the Employer to complete negotiations in good faith.

7.5. When the Labor Organization intends to appropriately bargain the proposed change, sessions will begin within 5-workdays after receipt by the appropriate Agency official of the Labor Organization written counterproposals, subject to mission requirements. If necessary, the implementation date may be postponed to complete negotiations in good faith.

ARTICLE 8: HOURS OF WORK

8.1 The administrative workweek is established as 0001 hours on Sunday and ending at 2400 hours the next following Saturday. The basic workweek is established at 40-hours per week Monday through Friday, 8-hours per day. If the Agency determines that some employees should have an alternative basic workweek, the Agency shall determine the number, type, and qualifications of employees who should have the alternative basic work week. Alternative work weeks should be rotated and arranged to provide each employee with two consecutive days off except as required by situation governed by applicable laws and regulations.

- a. Employee work hours in each day of their basic workweek should be the same.
- b. The occurrence of holidays shall not affect the designation of the basic workweek.
- c. Normally, no more than one *tour of duty* shall be scheduled in any basic workweek.
- d. Employees will not normally be scheduled for more than seven consecutive days of work without mutual coordination of the employee and supervisor. The reason for tours of duty requiring more than seven consecutive days will be made a matter of record and will be available to the labor organization steward upon request.

8.2. Appropriate bargaining will take place with the labor organization regarding the Agency's determination of employees' hours of duty.

- a. As circumstances permit, an employee will be provided a two-week (14- calendar days) notice to any permanent change to established tours of duty. Employees will be notified of unusual work schedules or duties no less than 7-days in advance. Shift differential, when authorized, for the original shift will be paid if the proper notice period is not provided. A situation which imposes immediate and unforeseen work requirements as a result of natural phenomena or mission related circumstances beyond the Agency's reasonable control or ability to anticipate, or the Agency determines that the activity would be seriously detrimental in carrying out its functions or that costs would be substantially increased, the Agency is excluded from the 7-day notice requirement.
- b. Changes to tours of duty will be distributed and rotated among employees determined by the Agency to be equally qualified. The supervisor, within a reasonable period of time, will notify the shop steward of a change in an employee's tour of duty.

Upon request of the shop steward and within a reasonable time, the supervisor will meet with the steward to discuss the change in the employee's tour of duty. Time schedules shall be maintained by the Agency and periodically reviewed. The review period will not exceed one year. Upon request, shop stewards will be provided time schedules.

8.3 Temporary changes of assignments to tours of duty shall be in accordance with applicable laws and regulations. The employee(s) affected will normally be given at least 7-calendar days of notification orally, and if requested by the employee, in writing. If 7-days are not possible, qualified volunteers will be solicited and assigned first.

8.4. Each shift shall be allowed a 15-minute rest period at approximately the middle of the first and the last half of each shift. Rest periods will be regulated to maintain adequate coverage of essential functions at all times, and will not be accumulated. Employees receive pay for time spent in rest periods and such periods are considered as duty time and are included in the daily *tour of duty*.

8.5. Each shift shall be allowed a ½-hour lunch period at approximately the middle of the work period. Employees do not receive pay for lunch and such periods are not considered as duty time.

8.6. The Agency will provide a reasonable amount of time consistent with the nature of work performed, for employees to clean up prior to the lunch period and at the end of the workday. In the same manner, a reasonable amount of time will be allowed for employees for the storage, clean up and protection of property, equipment and tools prior to the end of the workday.

8.7. Flexitime and credit hours are available to employees to adjust hours of work. They may be beneficial to both the Agency and employee. They build morale and increase productivity as well as decrease tardiness and short-term leave usage. The negotiated Flexible Work Schedules (Flexitime) regulation is a supplement to this agreement.

- Core hours will be a minimum of 4-hours and a maximum of 6-hours. Supervisors set core hours to meet mission requirements and the needs of employees.
- Flexitime establishes periods of the day during which a technician has the option to select and/or vary starting and quitting times within the established limits.
- Employees may request to earn a maximum of 2-credit hours per day in ¼-hour (15-minute) increments during the normal duty day. Earned credit hours may be used in the same manner as annual leave, comp time, or sick leave. However, they should be used

within the pay period earned, or the following pay period. If mission requirements prevent the use of credit hours, they will be carried forward until a mutually agreeable time.

8.8 Managers and supervisors will have final approval or disapproval of flexi-time and credit hours. If the request is denied, the appropriate supervisor must explain in specific terms why the request was denied. Technicians may also request that the explanation for disapproval be in writing with a courtesy copy going to the next level supervisor.

8.9 The negotiated compressed work schedule (CWS) Plan is a supplement to this agreement.

ARTICLE 9: DRESS AND APPEARANCE STANDARDS

9.1. The wear of a military uniform of any kind will not be required to and from work or to any personal appointment. Federal Employees are required to wear appropriate military uniforms or civilian attire while in duty status, unless otherwise excused.

9.2. The Agency will provide uniforms to employees in accordance with existing procedures and supply regulations. If the method that employees receive uniforms changes, the Labor Organization will be notified and appropriate bargaining will occur.

9.3. The Agency agrees to clean, at no cost to the employee, work clothing that becomes contaminated with hazardous material or substances. Bioenvironmental Engineering will determine contaminants that fall within hazardous substances guidelines and will recommend action for cleaning or replacement in accordance with this article and local, state, and federal guidelines.

ARTICLE 10: LEAVE

10.1. The provisions of this article establish the basic leave policies for employees of the Maine Air National Guard. Leave requests will be requested in the Automated Time and Attendance System (ATAAPS). Annual Leave, Sick Leave, Leave without Pay, and Administrative Leave will be administered in accordance with applicable laws, rules and regulations. Every reasonable attempt consistent with the workload will be made to satisfy the desires of the employee, with respect to the approving of appropriate leave for special vacations, birthdays, religious holidays, funerals, etc.

10.2. Supervisors will establish annual leave schedules as far in advance as possible to ensure that all employees are given the opportunity for a reasonable vacation period and for using all leave which cannot be carried forward to the next leave year. Employees are responsible for scheduling vacations in advance and scheduling sufficient annual leave so as to prevent forfeiture at the end of the leave year. Any dispute between employees desiring the same vacation period, which cannot be equitably resolved by any other means, shall be resolved by granting the disputed vacation time to the employee with the most continuous seniority in grade in the section/shop the first year and alternating the disputed period in succeeding years with the other employee(s) involved.

- **Unscheduled annual leave:** The employee will contact the supervisor before the start of the shift. Supervisors shall establish and inform employees the procedures to be followed for acceptable means of notification.

10.3. Any employee who is a Labor Organization representative may request leave without pay for up to one year to serve with the exclusive representative consistent with appropriate guidance. Requests for an extension of leave without pay will be considered by the appropriate approving official under the same criteria. When an employee is on leave without pay under the provisions of this section, they shall be entitled to return to a job of like status and pay as if they had not left.

10.4. A block of no more than 80-hours of administrative leave (referred to as excused absence) per calendar year is available to Labor Organization representatives for attendance at Association of Civilian Technician (ACT) sanctioned training, conferences, seminars, or workshops to receive information, briefing or orientation concerning conditions of employment. The training conference, seminar, or workshop for which excused absence is requested will be held to the test of being of mutual concern to the government and the employee in his capacity as a Labor Organization representative. Written coordination with the supervisor of the employee through the chain-of-command to the HRO/LRS or their designee is required prior to attending the conference, seminar, or workshop.

- A request to attend ACT sanctioned events per above will be submitted on an OPM Form 71 in ATAAPS to the supervisor(s) for each person requesting to attend as soon as possible after initial notification.
- The form will include the name of the Labor Organization representative that will attend a copy of the agenda as submitted to MaineACTs Chapter representatives, and location and dates of the event including travel dates.
- A The HRO/LRS or their designee will review the request and determine compliance with this agreement and applicable directives. The HRO/LRS or their designee will notify the Labor Organization President as soon as practical of approval to attend.

10.5. Sick leave is a benefit to all employees and should be used judiciously in order to accommodate days lost to short or long-term illnesses, medical, dental, and optical examinations or treatment, care for family members, death of family member, and adoption. Sick leave will be granted to all employees IAW applicable laws or regulations.

- (1) The employee will provide a request in the ATAAPS on a OPM Form 71, for sick leave use for the purpose of receiving medical, dental, or optical examination or treatment prior to the actual day used.
- (2) The employee is responsible for notifying their immediate supervisor or next in chain-of-command, of an incapacitating illness or injury, normally within one hour after the start of the employee's scheduled duty day. In extraordinary circumstances, the employee will notify the supervisor as soon as possible. Supervisors shall establish and inform employees the procedures to be followed for acceptable means of notification.
- (3) A leave request (OPM Form 71) should be provided for the care of a family member, arrangements necessitated by the death of a family member, and adoption prior to the actual day used if possible.
- (4) The supervisor may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. Normally, the supervisor may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. The supervisor may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence in excess of 3 workdays; or for a lesser period when determined necessary, such as the abuse of sick leave. *When the supervisor has determined self-certification is,*

1) an insufficient method of providing acceptable evidence for the use of sick leave, and 2) a medical certificate or other administratively acceptable evidence is required to support the use of sick leave, the supervisor will advise the employee of the time limits to provide such evidence and the necessary elements that make up a medical certificate or other administratively acceptable evidence, such as evidence in support of care for a family member. Additionally, the reasons why the deviation from self-certification process is necessary and the duration such requirement is in effect should be provided to the employee. Such actions will be documented in the Supervisors Work Folder or other system of record to insure consistency of application. Sick leave restrictions will normally not exceed 6-months in duration, although a supervisor may extend the restriction as necessary. The employee will be entitled to a review of the restriction every thirty days, to determine if this requirement is to continue.

10.6. Advance sick leave may be authorized by the Human Resources Officer or their designee for an employee not to exceed 30-days at any one time subject to the following conditions:

- a. A medical certificate will support request for advancement of sick leave.
- b. All available accumulated sick leave will be exhausted before advancement.
- c. Annual leave that would otherwise be forfeited is used.
- d. There is reasonable assurance the employee will return to duty to earn and repay advance credits.

10.7. If an employee due to injury or sickness requests light duty, the Agency shall consider the request. The Agency shall determine whether the request is feasible and consistent with any other consideration deemed relevant by the Agency in deciding whether to grant the request. If the Agency denies the request, the Agency within a reasonable time after the denial shall prepare and deliver to the employee a written statement of the facts and reasons on which the denial is based.

10.8. *The Family Medical Leave Act (FMLA)* provides employees with an entitlement to 12-workweeks of LWOP during any 12-month period for the following purposes:

- a. The birth of a son or daughter of the employee and the care of such son or daughter.
- b. The placement of a son or daughter with the employee for adoption or foster care.
- c. The care of spouse, son, daughter, or parent of the employee who has a serious health condition.

- d. Serious health condition of the employee that makes the employee unable to perform the essential functions of his or her positions.
- e. Under certain conditions, leave may be taken intermittently, or the employee may reduce their work Schedule. Employees may elect to substitute annual leave and/or sick leave, consistent with the current laws and regulations, for any leave without pay under the FMLA. Employees that use this leave will not adversely affect their job security or have their health insurance coverage interrupted. Additional information is available at the Human Resource Office.

Employees anticipating use of this provision should notify their supervisor as soon as practicable.

10.9. An employee should request leave for emergency reasons as early as practical.

10.10. The Agency agrees, to the maximum extent consistent with efficiency of operations and employee morale, to arrange work schedules of individual employees so that technicians Employees will not be required to use annual leave for attendance at military drills.

10.11. Military leave is a special form of leave granted to government employees to perform military duty/training. The Agency agrees that no employee may be required to use military leave, prior to use of other appropriate leave. Employees are provided the option of using other available leave first or a combination of types of leave.

- 5 USC, Section 6323(a) provides 15-days per fiscal year for active duty, active duty training, inactive duty training, and funeral honors duty. An employee can carry over a maximum of 15-days into the next fiscal year.
- A full-time employee will accrue 120-hours of military leave in a fiscal year. Military leave will be prorated for part-time employees and for employees on uncommon tours of duty based proportionally on the number of hours in the employee's regularly scheduled biweekly pay period.
- Military leave should be credited to a full-time employee on the basis of an 8-hour workday. The minimum charge to leave is 1-hour. An employee may be charged military leave only for hours that the employee would otherwise have worked and received pay.

- Employees who request military leave for inactive duty training will be charged the amount of military leave to cover the period of training and travel. Members will not be charged military leave for weekends and holidays that occur within the period of military service.

5 USC, Section 6323(b) provides 22-workdays per calendar year for emergency duty as ordered by the President, the Secretary of Defense, or a State Governor. This leave is provided for employees who perform military duties in support of civil authorities in the protection of life and property or who perform full-time military service as a result of a call or order to active duty in support of a contingency operation as defined in section 101(a)(13) of title 10, United States Code.

5 USC, Section 6323(d) provides that National Guard technicians are entitled to 44-workdays of military leave for duties overseas under certain conditions.

10.12. Leave without pay (LWOP) is an approved absence without pay. The Agency agrees to consider LWOP upon the request of the employee on a case-by-case basis. Employees should be aware that LWOP affects their entitlements to or eligibility for certain federal benefits.

ARTICE 11: WORK CANCELLATION

11.1. Work cancellation or early release for inclement weather, will be administered in accordance with current Law, Regulations, and local policies. In the event Work cancellation or early release for inclement weather is revised during the term of this agreement, the Employer agrees to conduct appropriate Impact and Implementation (I&I) bargaining with ACT Maine iACTs chapter #128.

11.2. Employees, who are necessary to continue operations, may be required to perform their duties regardless of the weather conditions. When required, supervisors may also direct an employee to report for and remain on duty if the employee is needed to complete a task or assignment that cannot be delayed. Supervisors will ensure these employees are aware of the requirement to report for duty and to remain at the work site regardless of announcements stating otherwise.

ARTICLE 12: OVERTIME

12.1. Overtime Work will be administered in accordance with current Law, Regulations, and local policies. In the event Overtime Work Plan is revised during the term of this agreement, the Employer agrees to conduct appropriate Impact and Implementation (I&I) bargaining with ACT Maine/ACTs chapter #128.

12.2 Title 32 employees under either the General or Wage Schedule are not entitled to pay for overtime work. If overtime work is required, the employee will be granted an amount of compensatory time off from their scheduled tour of duty equal to the amount of any time spent by them in regular or irregular overtime work in accordance with applicable regulations.

12.3 Title 5 employees under either the General or Wage Schedule **entitled** to Overtime pay for overtime work, will be paid at the employee's overtime rate of pay, in accordance with applicable regulations. Title 5 employees may request comp time in lieu of overtime pay.

12.4 Title 5 employees under either the General or Wage Schedule **not entitled** to Overtime pay for overtime work, may only earn compensatory time off from their scheduled tour of duty equal to the amount of any time spent by them in regular or irregular overtime work, in accordance with applicable regulations.

12.5 Overtime work will be held to a minimum and be restricted to only those skill requirements essential to meet operational needs. Although Chapter 71 of Title 5, United States Code (5 USC) retains unto the Employer the right to assign work, the Employer agrees to a fair distribution of overtime work within specific operating units where overtime is required.

12.6 In the event that the employee is recalled back to work, the employee will receive Overtime pay or compensatory time for no less than two (2) hours.

12.7 The Agency will notify employees, as far in advance as possible when overtime is required.

12.8 When an employee agrees to work two or more hours of overtime following his 8-hour shift, the employee may be granted up to a 1-hour break of non-duty time, if requested.

12.9 Employees who work overtime shall be allowed a 15-minute paid break for each 4-hour period worked.

12.10 Supervisor approval is required for all overtime work and all compensatory time used. Overtime Work and comp time used will be recorded and approved in ATAAPS.

12.11 Employees who work on a holiday that falls on a regularly scheduled workday or a designated “in lieu of holiday”:

1. Will be paid at the holiday rate, not to exceed 8 hours.
 2. Will earn compensatory time for work performed in excess of 8 hours.
 3. Will be credited with a *minimum* of two hours work.
- a. Title 32 employees who work on a holiday that falls outside their regularly scheduled workdays (non-duty day) will earn compensatory time for ALL hours worked. They do not receive pay at the holiday rate.
 - b. Title 5 employees who work on a holiday that falls outside their regularly scheduled workdays (non-duty day) will earn overtime pay for ALL hours worked. They do not receive pay at the holiday rate. Title 5 employees may request comp time in lieu of overtime pay.

ARTICLE 13: *STANDBY – ON CALL*

13.1. Standby-On call will be administered in accordance with current Law, Regulations, and local policies. In the event Standby-On call Plan is revised during the term of this agreement, the Employer agrees to conduct appropriate Impact and Implementation (I&I) bargaining with ACT Maine/ACTs chapter #128.

ARTICLE 14: *TRAVEL*

14.1. The travel should be scheduled on a rotating basis in a manner to meet the needs of the Agency. Employees should request their travel orders sufficiently in advance to ensure that the necessary arrangements for obtaining transportation will be accomplished. It is important for supervisors to utilize the capabilities of Labor Organization representatives to assure equitable distribution during the trip selection process. Mission requirements may dictate selection.

14.2. Travel will be scheduled during the regular work schedule of the employee unless the Agency determines that it will be scheduled during another time. The Agency will inform the employee of the desire to schedule travel during a time other than the employees regular work schedule. Any time traveling outside the regular work schedule will be logged in accordance with applicable regulations.

14.3. Transportation for official duties of temporary duty (TDY) personnel will be in compliance with DOD regulations.

14.4. An employee selected for assignment involving travel may request to be excused and such request will be considered by the Agency. Any such request denied by the Agency will be delivered in writing to the employee in a reasonable period of time.

14.5. Prior to departure of employee on TDY, the Agency will take necessary steps to ensure that, to the maximum extent possible, adequate billeting as defined in Air Force Travel and Lodging Directive will be provided.

14.6. Information regarding the Government Travel Card program will be made available to employees. Local changes within the program will necessitate impact and implementation bargaining.

ARTICLE 15: MERIT PLACEMENT PLAN

15.1. General

15.1.1. This plan establishes procedures and provides information on the merit placement program for Federal employees in the Maine Air National Guard (MEANG). To provide procedures that will insure that each employee receives full consideration for all bargaining unit position vacancies for which they qualify. In the event law, rule or regulations are revised during the term of this agreement, the Employer agrees to conduct appropriate Impact and Implementation (I&I) bargaining with ACT Maine/ACTs Chapter #128.

ARTICLE 16: INCENTIVE AWARDS

16.1 Incentive awards are an effective means to achieve greater efficiency, economy, and improvement of operations in the Federal Employee program by encouraging active participation of employees. The program recognizes and rewards employees, individually or collectively, for achievements and suggestions efficiency, economy, or other improvements of government operations that exceed normal job performance requirements, as well as those who perform outstanding special acts or services in the public interest in connection with official employment.

16.2 The Incentive Awards program will be administered IAW current regulations or superseding guidance. If the Incentive Awards program is revised during the term of this agreement, the Employer agrees to conduct appropriate Impact and Implementation (I&I) bargaining with ACT Maine/ACTs Chapter #128.

16.3 The incentive awards committee will be established by the Agency and will serve all Federal Employees in the State. The Labor Organization will be assigned a position on the committee to review nomination of bargaining unit employees only.

ARTICLE 17: PERFORMANCE APPRAISALS

17.1 This article establishes the performance appraisal system for employees within the bargaining unit. The performance appraisal system will be administered IAW applicable laws, rules, and regulations. In the event law, rule or regulations are revised during the term of this agreement, the Employer agrees to conduct appropriate Impact and Implementation (I&I) bargaining with ACT Maine/ACTs Chapter #128.

17.2 Performance standards should be clear, realistic, and specific, measurable, achievable, relevant and timely (SMART) to the extent possible. Each critical job element will have a performance standard. Standards will be updated to reflect significant changes in a position at any time during the appraisal period. Standards shall describe what an employee must do to be appraised at the fully successful level of performance. Standards shall be consistent with the grade level and duties of the position.

17.3 Formal performance improvement plans (PIP) will be developed and initiated by the employee's supervisor anytime during the appraisal period when performance is determined to be below the fully successful level in one or more critical job elements. Supervisors should consult with HRO prior to initiating a PIP. A PIP must specify which critical job elements/task-duty statement performance is unacceptable. A PIP must outline methods how to become fully successful (e.g. counseling, increased supervisory assistance or additional training), and provide a period of time between 30 and 90 calendar days for improvement. A copy of a PIP will be inserted in the Supervisor's Work Folder after it has been signed by supervisor and employee. A reassignment may be accomplished anytime during the PIP. The supervisor will inform the Labor Organization President when initiating a PIP. This is an informational action and does not entitle the Labor Organization to participate in any performance counseling session between the supervisor and employee. If, after completion of the formal PIP the employee continues to perform at an unacceptable level in the critical element(s) specified, a reassignment shall be considered prior to a reduction in grade or removal.

17.4 The employee is entitled to representation from the Labor Organization during the entire appeals process. The employee and their representative are entitled to present any information (evidence) they deem pertinent to the appeal to the appeals board during formal hearings. This may be orally, by presentation of witnesses, or in writing. The employee and their representative must be afforded an opportunity to hear, question, and reply to the information (evidence) or witnesses submitted by other parties. If any of the above individuals is absent during oral presentations, a written copy of the evidence must be provided to the absentee. The appeals board may not use any written information to render a recommendation until the employee, their representative, have had an opportunity to examine and reply to it. A recommendation by the board will be rendered within 10 work days of the conclusion of hearings. The recommendation will be submitted directly to TAG with an informational copy to the employee, the supervisor, the employee's representative, and HRO.

ARTICLE 18: OFFICIAL TIME

18.1 The Agency agrees to recognize Association of Civilian Technicians (ACT) officials, local representatives of the Labor Organization, and other authorized representatives designated by the Labor Organization. The parties recognize that the utilization of a reasonable amount of official time, by the employee representatives in the conduct of Labor/Management business contributes to the effective and efficient conduct of public business by facilitating and encouraging the amicable settlement of disputes between employees and their Agency involving *conditions of employment*.

18.2 A reasonable amount of official time shall be granted to designated Labor Organization representatives in connection with any matter relating to this contract. Official time is prohibited for any activity performed by an employee relating to the internal business of the Labor Organization (including, but not limited to the solicitation of membership, election of Labor Organization officials, collection of membership dues, and ratification of the labor contract and supplemental agreements).

18.2.1 A reasonable amount of time is any amount of time the Agency and the exclusive representative involved agree to be reasonable, necessary, and in the public interest.

18.3 Designated Labor Organization representative who desires to use a reasonable amount of time should adhere to the following procedures:

- a) A designated Labor Organization representative who wishes to use time under this Article will contact their immediate supervisor, to request permission to leave the job.
- b) A Labor Organization representative who wishes to use time under this Article in an organizational unit not under the direction of their own supervisor will request permission from their supervisor and will inform the supervisor of the organizational unit involved before engaging in such activity.
- c) Permission will be granted unless a critical work situation requires the presence of the Labor Organization representative. If such permission is delayed and employees' rights relative to timely filing are jeopardized, the manager or supervisor will immediately give the reasons for the delay, in writing, if requested. In any situation in which management asserts the existence of a critical work situation, which would delay the Labor Organization representative's use of time, as contained in this Article, all time limits and actions shall be extended for a time equal to the length of the delay.

- d) The Labor Organization representative or employees will return to work and report to their supervisor upon conclusion of use of time under this Article.

18.4 Labor Organization officials will report all official time in ATAAPS by the end of each pay period.

18.5 For matters falling under 5 USC 7131(a) and (c) the Labor Organization will be granted appropriate amounts of official time after submitting a written request and having it approved in advanced.

18.6 Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions. Civilian attire will be appropriate for the type of meeting concerned. These functions include but are not limited to the following:

- While engaged in negotiations of any kind with Agency officials.
- Labor/Management meetings with Agency representatives.
- Labor/Management seminars in state.
- Labor/Management seminars at commercial facilities sponsored or hosted by the National Office of the Association of Civilian Employees, U.S. Department of Labor, Department of Defense, Wage Setting Authority, etc.
- Performing representational duties on behalf of bargaining unit members, to include OSHA inspections, investigations of complaints, etc.
- When representing the Labor Organization on committees, at hearings, or at third party proceedings.

18.7 The Agency agrees to address Labor Organization representatives by their civilian title during the period they are performing representational duties. All correspondence from management concerning Labor/Management issues will be addressed to the Association representative with their civilian title. Military titles will not be used to address Labor Organization representatives during the performance of their representational duties or when receiving correspondence from management.

ARTICLE 19: MANAGEMENT- DIRECTED REASSIGNMENTS

19.1. Management directed reassignments will not be made for any reason that would violate law. Management Directed Reassignments for non-competitive placements of Title 32 into Title 5 positions, or Title 5 into Title 32 positions are not authorized.

19.2. When management reassigns an employee, it moves them to another position with the same grade and pay. A management-directed reassignment does not mean a change to lower grade with retained grade/pay. It does include the movement of an employee from a position with potential for noncompetitive promotion to a position without that potential (e.g., a GS-7 employee may be reassigned to another GS-7 position even if the current position is a target GS-9). There must be a valid reason for a management-directed reassignment. For example: management's needs for the employee's talents elsewhere; action taken to avoid a RIF; or to eliminate disruption and conflict where personal squabbles are affecting employee work relationships.

19.3. The Human Resources Officer or their designee is responsible for providing the employees written notification of management-directed reassignment. As a minimum, this notification must:

1. Explain why the management-directed reassignment is taking place (must be in sufficient detail to show that the action is for bona fide reasons).
2. Provide the effective date for reassignment.
3. Give the employee a reasonable amount of time (normally 10- calendar days) to accept or reject the reassignment.
4. Explain that if the offer is rejected, the notification letter constitutes a 30-day notice of termination.
5. Provide benefit information applicable to the employee if termination occurs.

19.4. The Labor Organization will be notified 20-days prior to notification of the employee to allow for Impact and Implementation bargaining.

ARTICLE 20: DISCIPLINARY ACTION

20.1 All non-disciplinary, disciplinary, and adverse actions will be administered in accordance with applicable laws, rules and regulations and this article. If law, rule, or regulations are revised during the term of this agreement, the Employer agrees to conduct appropriate Impact and Implementation (I&I) bargaining with ACT Maine/ACTs Chapter #128. In order to be effective, constructive discipline must be timely. Disciplinary actions should be initiated within a reasonable period of time after the offense becomes known to the individual's supervisor.

The Agency agrees that prior to issuing the formal action the appropriate supervisor will:

- Discuss with the employee and his designated representative the basis for any proposed disciplinary action. Carefully consider the employee's views.
- Inform the employee of the reasons, which may result in disciplinary action.
- Consult with Human Resources Officer or their designee prior to issuing formal disciplinary action.

20.2 At any time a bargaining unit employee is being questioned or examined in connection with an investigation by a representative of the Agency, and the employee believes that the examination may result in disciplinary action, the employee has the right under 5 USC, Section 7114 (a)(2)(B)(i) and (ii) of the Statute, to request representation from the exclusive representative (Labor Organization). A representative of the Labor Organization shall be notified and be given the right to be present.

20.2.1 If the employee invokes Weingarten representation, further questioning may take place once the representative is present within a reasonable amount of time. The Agency representative will contact the Labor Organization President for designation of a representative to be present at the examination. If contact with the President cannot be made, the Vice President, Chief Steward, or Secretary/Treasurer, in that order, shall be contacted for designation of a representative. If there is no representative of the Labor Organization at the work site, the nearest representative will be contacted in accordance with the supplied Chapter Representative Listing. The parties to this agreement will expedite the notification and release of the Labor Organization designated individual as soon as possible.

20.2.2 Questioning may only be delayed a reasonable length of time. If a representative is not available after this period of time, questioning may resume.

20.2.3 The Labor Organization representative must be allowed to advise and assist the employee in presenting the facts. When the Labor Organization representative arrives at the meeting:

1. The supervisor or manager must inform the Labor Organization representative of the subject matter of the interview (e.g. the type of misconduct being investigated).
2. The Labor Organization representative must be allowed to have a private meeting with the employee before questioning begins.
3. The Labor Organization representative can speak during the interview,
i.e. ask for clarification on a question, or help clarify the facts or suggest other employees who may have knowledge about the subject. The Labor Organization representative cannot insist that the interview be ended.
4. The Labor Organization representative can object to a confusing question and can request that the question be clarified so that the employee understands what is being asked.

20.3. The Agency recognizes that any disciplinary action decisions shall not be inconsistent with the terms of this agreement. When an employee requests Labor Organization representation in a disciplinary action, copies of all correspondence will be furnished to the employee and the Labor Organization. If the employee does not elect representation from the Labor Organization, correspondence relating to the matter will be sent to the employee.

20.4. All disciplinary actions *should be* intended to correct improper behavior rather than merely punitive in nature. It is recognized that disciplinary actions may include punitive measures but that correction, not punishment, should be the legitimate goal of such actions.

20.5. Grievances involving disciplinary actions shall be processed under the negotiated grievance procedures.

20.6 Agency officials shall annually brief employees of their “Weingarten” rights relative to any examination of an employee in the unit by a representative of the Agency in connection with an investigation.

20.7 If image capturing devices are used by the agency, the Labor Organization has the right to view the images if used for the purpose of disciplinary action, upon receipt of a written request from Labor to the agency according to 5USC, section 7114(b)(4).

ARTICLE 21: *EQUAL EMPLOYMENT OPPORTUNITY (EEO)*

21.1. The Agency and the Labor Organization agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, race, color, handicap, religion, sex or national origin and to promote the full realization of equal employment opportunity.

21.2. The Agency and the Labor Organization will continue in their efforts to eradicate every form of discrimination from the work place.

21.3. The Labor Organization may submit names to the State Equal Employment Manager (SEEM) for consideration, as an EEO Counselor. Counselors selected shall meet the criteria established by the program and will be trained in accordance with the provisions of applicable regulations. Counselors will serve under the direction of the SEEM.

21.4. The Agency will provide as many EEO Counselors and other officials as may be necessary to carry out the functions of the program. Furthermore, the Agency shall publicize the EEO officials by posting their name, work location and work telephone number, permanently on bulletin boards.

21.5. The Agency shall make reasonable accommodations to the religious needs of employees in accordance with appropriate regulations.

ARTICLE 22: GRIEVANCE PROCEDURE

22.1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

22.2. This negotiated procedure shall be the exclusive procedure available to the Labor Organization and the employees in the bargaining unit for resolving grievances. All time limits in this Article may be extended by mutual consent.

22.3. A *grievance* means any complaint:

- (1) By any employee concerning any matter relating to the employment of the employee;
- (2) By the Labor Organization concerning any matter relating to the employment of any employee; or
- (3) By any employee, the Labor Organization, or the Agency concerning:
 - The effect or interpretation, or a claim of breach, of this collective bargaining agreement;
 - Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting *conditions of employment*.

Except that it shall not include:

- (1) Any claimed violation relating to prohibited political activities; or
- (2) Retirement, life insurance, or health insurance; or
- (3) A suspension or removal for National Security reasons, reference 5 USC Section 7532; or
- (4) Any examination, certification, or appointment
- (5) A matter solely based on non-selection (reference Article 15, paragraph 15.7.1 for matters concerning merit placement actions)

- (6) The classification of any position which does not result in the reduction in grade or pay of an employee; or
- (7) Any claim arising in the course of an action against an employee taken by the Agency pursuant to 32 U.S.C. 709(f)(1), (2), or (3) that can be resolved by appeal to TAG, within the meaning of 709(f)(4)(5); or
- (8) Performance ratings; or
- (9) The award of any form of incentive pay, including cash awards; quality step increases; or recruitment, retention, or relocation payments; or
- (10) Military matters; or
- (11) Equal Employment Opportunity (EEO) discrimination complaint (reference Article 21 for EEO complaint processing); or
- (12) Matters concerning employees or positions outside the bargaining unit.

22.4. Dissatisfaction and disagreements arise occasionally among people in any work situation. An informal complaint or formal grievance as outlined in this Article (and illustrated on the attached flowchart, page 55), shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization. Employees may not use taxpayer-funded union time (official time) to prepare or pursue grievances including arbitration of such grievances pursuant to 5 U.S.C. §7121 unless authorized by law or regulation. Except to:

- To prepare for, confer with their exclusive labor representative, or present a grievance brought on the employee's own behalf; or
- To appear as a witness in any grievance proceeding.
- To challenge an adverse personnel action based on retaliation for engaging in protected whistleblower activity.

22.5. The Agency and the Labor Organization agree that every effort will be made by the appropriate Agency representative and aggrieved party(s) to settle complaints at the lowest possible level. Normally, this will be through an informal complaint. However, a complaint may be up channeled as a formal grievance for the following reasons:

- a. The complaint is not settled through the informal process, or
- b. The issue was addressed previously in accordance with this Article, but has surfaced again.
- c. The grievance impacts the bargaining unit as a whole. Grievances of this type may be submitted in accordance with procedures outlined in paragraph 22-8.

22.6. Informal Complaint

Option #1 - After a complaint has been identified by the employee or Labor Organization, and it is determined to fit the requirements of paragraph 22.2 and 22.3, the complaint must be presented to the appropriate supervisor within 15-workdays from the date the employee or Labor Organization became aware of the complaint. The supervisor will meet with the employee or Labor Organization as soon as practical in an effort to resolve the complaint. If the complaint is not resolved to the satisfaction of the employee or Labor Organization, it may be presented as a formal grievance within 15-workdays from the date of the decision from the supervisor.

Option #2 – After a complaint has been identified by the employee or Labor Organization, and it is determined to fit the requirements of paragraph 22.2 and 22.3, the employee may choose Alternative Dispute Resolution (ADR) techniques, specifically mediation, to resolve the complaint. The employee will contact the HRO-LRS for the list of trained Maine National Guard mediators, and select from the list a primary and alternate name. The employee will forward the primary name to the supervisor who will concur/not concur with the selection. If the supervisor objects to the primary name, the alternate mediator will be used. The supervisor, employee, Labor Organization and mediator will meet as soon as practical in an effort to resolve the complaint, but only after the mediator has had sufficient time to understand the basis of the grievance. Any mediated settlement reached by the parties using this option is considered non-binding. If the complaint is not resolved to the satisfaction of the employee, Labor Organization and agency official, it may be presented as a formal grievance within 15-workdays from the date of the written mediated recommendation.

22.7. Formal Grievance

- 1) After a complaint has been identified by the employee or Labor Organization, and it is determined to fit the requirements of paragraph 22.2 and 22.3, and the employee or Labor Organization determines the complaint fits a situation in paragraph 22.5, a formal grievance may be filed.
- 2) The Labor Organization representative must be present if the employee desires. In the case where an employee chooses their own representative or represents them self, the employee must provide a copy of the grievance to the Labor Organization. The Labor Organization will be provided the opportunity to be present at all formal grievance proceedings. (Reference Article 5, paragraph 5.2).
- 3) Either party may declare a grievance non-grievable or non-arbitrable at any step. The original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Step #1

- 1) Grievances must be presented in writing, using MENG Grievance Report Form, within 15-workdays from the date the employee or Labor Organization became aware of the grievance or, within 15-workdays after the decision from the supervisor in the informal complaint process, reference paragraph 22.6.
- 2) The written grievance must include sufficient detail of the issue to include:
 1. the effect or interpretation, or a claim of breach of the collective bargaining agreement;
 2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting *conditions of employment*.
 3. The written grievance will also include a desired settlement.
- 3) The supervisor will provide a copy of the written response to the employee and/or Labor Organization within 5-workdays of receipt of the grievance.

Step #2

- 1) If the grievance is not satisfactorily settled in step #1, it may be submitted to the next level supervisor within 5-workdays from date of receipt of the written response.
- 2) A copy of the written grievance will be forwarded to the HRO/LRS by the Labor Organization.
- 3) Within 5-workdays after receipt of the grievance, the next level supervisor will meet with the Labor Organization representative, any aggrieved employee, and their representative (if other than a Labor Organization representative). Other Agency representatives may be included to resolve the issue.
- 4) The next level supervisor will give the employee and/or Labor Organization representative their written answer within 5-workdays after the meeting.

Step #3

- 1) If the grievance is not satisfactorily settled at Step #2, it may be submitted to the Air Commander or Detachment Commander within 5-workdays from date of receipt of the written response.
- 2) The Commander will review the grievance and may consult with the appropriate parties within 5-days.
- 3) The Commander will give the employee and Labor Organization a written answer within 10-workdays after receipt of the grievance.

Step #4

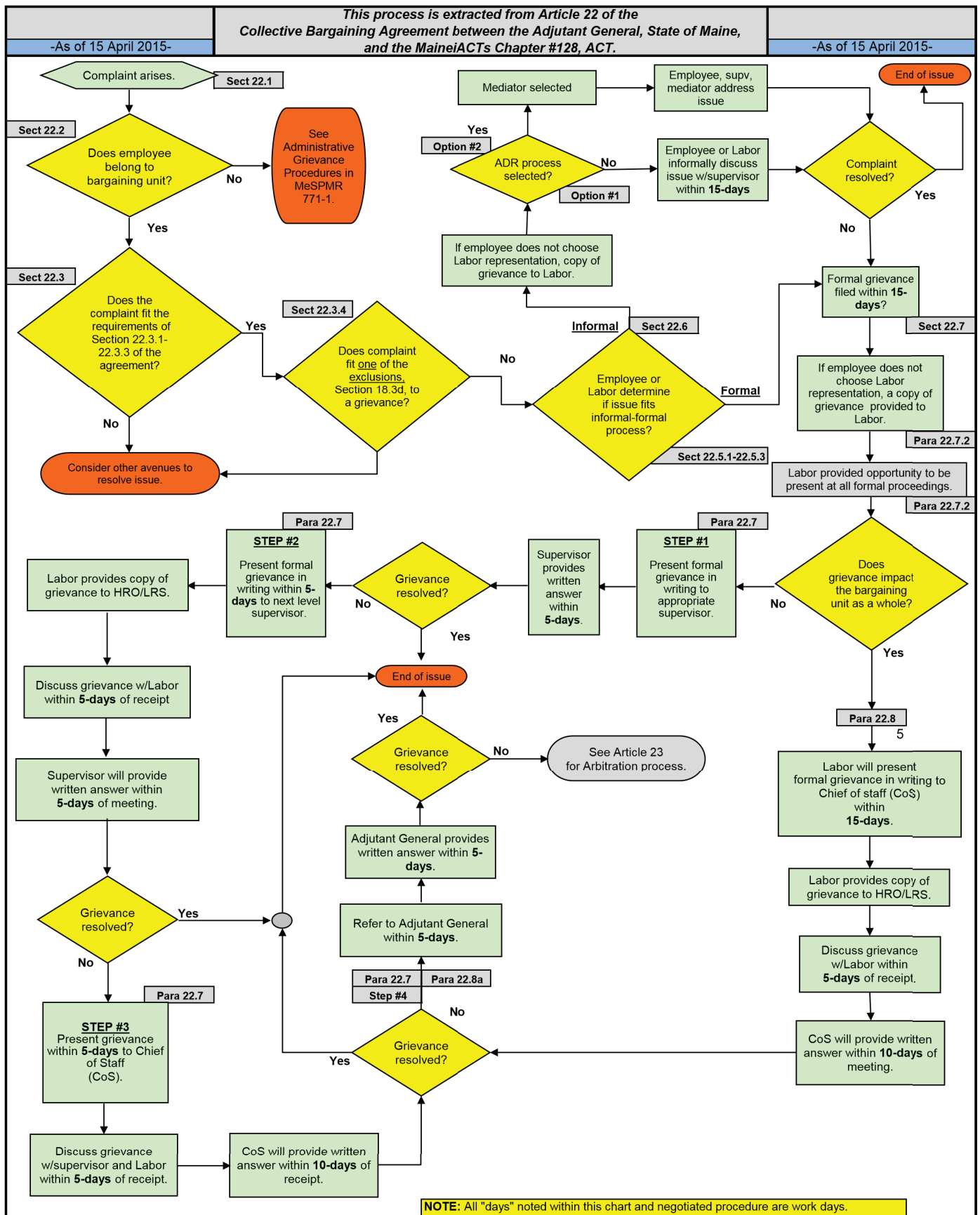
- 1) If the grievance is not satisfactorily settled at Step #3, it may be referred to TAG within 5-days from date of receipt of the written response.
- 2) If TAG does not satisfactorily resolve the grievance by his written answer within 5-workdays after receipt, the Labor Organization or the Agency may refer the matter to arbitration.

22.8. Grievances that impact the bargaining unit as a whole may be submitted in writing by the Local President (or his designee) directly to the Air Commander or Detachment Commander. A copy of the written grievance will be forwarded to the HRO/LRS by the Labor Organization. The

Commander and the President will meet within 5-workdays of receipt to discuss the grievance. The Commander shall give the President a written answer within 10-workdays after the meeting.

- If the grievance is not satisfactorily settled, it may be referred to TAG within 5-days from date of receipt of the written response. If TAG does not satisfactorily resolve the grievance by his written answer within 5-workdays after receipt, the Labor Organization or the Agency may refer the matter to arbitration.

22.9. If the Agency has a grievance with the Labor Organization that falls within the context of this article, the Agency agrees to discuss the matter with the appropriate representative within 15-workdays of date the Agency became aware of the issue. If the matter is not satisfactorily resolved after the discussion, the matter may be addressed in writing to the President of the Labor Organization within 5-workdays of the date of the discussion. The parties agree to meet and discuss the grievance within 5-workdays. If the matter is not resolved after this meeting, the Agency may proceed to arbitration in accordance with Article 23.



ARTICLE 23: *ARBITRATION*

23.1. If the Agency and the Labor Organization fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Agency or the Labor Organization within 30-calendar days after issuance of the final decision shall be submitted to arbitration.

23.2. Within 5-work days from the date of the request for arbitration, either party shall request the Federal Mediation and Conciliation Service to provide a list of 7-impartial persons qualified to act as arbitrators. The parties shall meet as soon as possible but within 10-workdays after receipt of such list. If they can't mutually agree upon one of the listed arbitrators, then the Agency and the Labor Organization will each strike one arbitrator's name from the list of seven, and will then repeat this procedure until one person remains who shall be the duly selected arbitrator. The flip of a coin shall determine who strikes first.

23.3. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard. If either party refuses to participate in the selection of an arbitrator or upon inaction or undue delay on the part of either party, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

23.4. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Agency and the Labor Organization. The arbitration hearing will be held, if possible, on the Agency's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status.

23.5. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than 30-days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

23.6. The arbitrator's decision shall be binding on the parties.

23.7. Any dispute over the interpretation or application of an arbitrator's award shall be returned to the arbitrator for settlement.

23.8. The parties may file briefs for arbitration if they so desire. Either party may elect verbatim transcripts at their own expense. If the other party wishes a copy of the transcript, it will be provided at 50% of the cost of the transcript.

23.9. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases that would involve several days of hearings.

23.10. The arbitrator has full Authority to award attorney's fees in accordance with the standards of the Civil Service Reform Act.

ARTICLE 24: HEALTH AND SAFETY

24.1. The Agency will continue to make every reasonable effort to provide and maintain safe and healthful working conditions for employees. The Agency and the Labor Organization agree that safety is a collective effort and a responsibility of the Agency and employees, and that the provisions of applicable Air Force Occupational and Environmental Safety, Fire Protection, and Health Program (AFOSH) standards, or Occupational Safety and Health Administration (OSHA) standards, and other regulatory requirements, will be complied with. The Labor Organization will cooperate to that end by encouraging employees to observe all safety rules, requirements and regulations in performance of their assigned duties. In the course of performing their assigned duties, the parties will be alert to observe unsafe practices, equipment and conditions in their immediate area, which represent safety or health hazards. When supervisors, employees, or Labor Organization representatives observe such hazards, they will be promptly reported to the appropriate official. The Labor Organization President or designee will serve as a member of the base Environmental Safety Occupational and Health (ESOH) Council, which will normally meet quarterly. The Agency agrees to compile and maintain a record of all accidents or reported possible cause of potential accidents. Any accident related drug testing will be done in accordance with applicable regulation.

24.2. Within the capability of the Agency and consistent with regulations, the Agency agrees to provide the following:

- a) Necessary emergency medical treatment for on-the-job injuries and illnesses.
- b) If injury or occupational disease is suffered in the performance of duties and such comes within the purview of the *Federal Employees Compensation Act*, an employee is entitled to all necessary medical services, appliances, and supplies at government expense.
- c) Special health examinations for specific categories of employees, whose work environment presents health hazards, including referrals to private health providers.

24.3. Safety inspection of Air National Guard facilities will be conducted under the provision of the AFOSH program as articulated in the appropriate regulation. Labor organization officials serving as members of the ESOH will be afforded time to meet with and walk around with Air Force safety inspectors during safety inspections.

24.4. Protective safety devices, and equipment when necessary, shall be provided by the Agency and used by the employees. Failure of employees to use safety devices may affect any claim against the Government if the employee is injured in an environment in which the use of safety devices is required.

24.5. Government regulations to include AFOSH and Air Force Technical Orders (TOs,) that require certain procedures and numbers of employees to perform the task (e.g. confined space entry) will be followed.

24.6. Government regulations to include AFOSH and TOs, provide guidance that will be used in determining mandatory safety orientation requirements.

24.7. Labor Organization ESOH representatives: For matters falling under 5 USC 7131(a) and (c) the Labor Organization will be granted appropriate amounts of official time after submitting a written request and having it approved in advanced.

24.8. In order to protect the rights of employees, the Agency agrees that employees who are injured while on duty shall be promptly informed by the Agency of the provisions of the Federal Employees' Compensation Act which includes options which are available under this act. An invitation will be extended to a representative from HRO to address unit employees on an annual basis.

ARTICLE 25: ENVIRONMENTAL DIFFERENTIAL PAY (EDP)

WG/WL Series Employees

25.1. The Maine Air National Guard has as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusually severe nature. When the Agency action does not overcome the unusually severe nature of the hazard, physical hardship, or working conditions, an environmental differential may be warranted. Decisions concerning EDP are to be made in a timely manner and applied equally to all employees in identical work situations.

25.2. When any employee, Labor Organization or Agency official identifies a hazardous work situation which does not currently qualify for EDP, the situation will be reported through the appropriate supervisor to the Human Resources Officer. If the hazard cannot be corrected, the Human Resources Officer or their designee will notify the EDP committee chairperson who will convene the EDP committee to evaluate the situation. The EDP Committee is composed of Agency officials, Labor Organization representatives, Safety, occupational health specialist and supervisors. The EDP Committee will conduct an annual review on the status of the existing approved situations and insure timely determinations on new situations.

25.3. Following review and evaluation by the EDP committee, if there is a disagreement or if the proposal is denied, then the parties shall meet within 10-work days to negotiate the issue if requested by the Labor Organization. Approved proposals will be forwarded to the Human Resources Officer for review and submission to OPM.

25.4. If the EDP committee does not agree to request the situation be forwarded to OPM then the parties will meet within 10 work days to negotiate.

25.5. Following review and approval by OPM, environmental pay for affected employees will be retroactive to the date of the Local EDP committee approval, or date of documented exposure consistent with applicable law and regulations.

ARTICLE 26: HAZARDOUS DUTY PAY

GS Series Employees

26.1. The Maine National Guard has as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusually severe nature. When the unusually severe nature of the hazard, physical hardship or working condition has not been overcome, a pay differential is warranted. However, supervisors have a responsibility to initiate continuing positive action to eliminate danger and risk, which contribute to or cause these conditions. The existence of a pay differential is not intended to condone work practices that circumvent federal safety laws, rules, and regulations.

26.2. Approving Authority: TAG or their designee delegates the authority to approve local *Hazardous Duty Pay (HDP)* situations to the Human Resources Officer.

26.3. Establishing Hazardous Differential Situations. Individual employees or supervisors may submit a request to establish an HDP situation. These requests will be forwarded to the Human Resources Officer through supervisory channels and the 101st ARW Safety Office. The final approval of the situation will be made by the Human Resources Officer or their designee for TAG. Intermediate supervisors should comment, and may indicate non-concurrence, but may not deny the request. Human Resources Officer does not need to be consulted again after the HDP situation has been approved. The appropriate safety office will provide guidance on the elimination or reduction of any hazards.

26.4. Authorization to Pay HDP:

26.4.1. The supporting pay branch is authorized to pay HDP when:

- The HDP situation has been approved by Human Resources Officer.
- The supervisor has processed all required documentation in accordance with applicable DOD regulations or other regulations, which may replace them.

26.4.2. HDP may only be paid to employees who are assigned hazardous duty or duty involving physical hardship that is not taken into account in the position classification. HDP is not authorized for volunteers who undertake a duty without proper authorization, either orally or in writing.

26.4.3. HDP will be discontinued when safety precautions have reduced the element of hazard to a less than significant level of risk. Such a determination will be consistent with generally accepted standards, such as those published by the Occupational Health and Safety Administration.

26.5. Payment of HDP.

26.5.1. HDP may not exceed an amount equal to 25% of the employee's rate of basic pay. HDP is in addition to any other pay or allowance. It is not used to compute any additional pay or allowance payable under another statute. If an employee is being paid a retained rate, that rate is the rate of basic pay for purposes of computing HDP.

26.5.2. When an employee performs duty for which HDP is authorized the employee will be entitled to a differential for all hours in a pay status on the day in which the duty was performed.

ARTICLE 27: DISABILITY BENEFITS

27.1. It is agreed that in the event a technician is determined to be militarily unfit for duty due to medical reasons and as a result is separated from employment as a technician, the person affected is considered to be eligible for disability benefits as may be adjudicated by appropriate Federal agencies.

27.2. The Agency agrees to process necessary applications and provides all assistance on behalf of an employee being separated for an on-the-job injury or other medical reason. All appropriate information, forms and documents relating to the separation will be submitted to the appropriate authorities to obtain all benefits that may be due.

27.3. Affected employees may be accompanied and assisted by a Labor Organization representative if requested by the employee.

ARTICLE 28: EMPLOYEE REFERRAL

28.1. The parties recognize alcoholism and drug abuse, and potentially violent behavior as conditions which are treatable. It is also recognized that it is for the best interest of the parties that these conditions be treated and controlled. Our concern is not only limited to alcoholism and drug problems which cause poor attendance and unsatisfactory performance on the job, but also for potential work place violence.

28.2. The Agency will maintain an Employee Assistance Program (EAP), which will provide for referral of employees to a counselor for problems involving alcoholism, drug abuse, and potential violence. The program shall also provide for referral to resources outside the Agency for treatment and for treatment follow-up. Any employee who participates in this program will be entitled to all of the rights and benefits provided to other employees who are sick, in addition to specific services and assistance that this program may provide. The Agency is not responsible for any bills incurred by the employee while enrolled in this program.

28.3. It shall be the responsibility of supervisors to follow the EAP and procedures. The procedure will not be used for purposes other than improvement of employee health and referral for treatment of conditions causing or contributing to deficiencies in job performance. It should be emphasized that all referrals should be made on an objective and factual basis rather than on any unsupported assumptions of the employee's situation. The employee's option to have Labor Organization representation will be in accordance with the provisions of Article 5 of this agreement.

28.4. The program (EAP) procedures will adhere to requirements established by applicable Agency-wide rules and regulations.

28.4.1. No employee will have their job security or promotion opportunities jeopardized simply by the fact that they have requested counseling or referral for treatment.

28.4.2. Employees having alcoholism or problems related to the abuse of alcohol, drugs, or potential violence, will receive the same careful consideration and offer of assistance that is presently extended to employees having any other illness.

28.4.3. The confidential nature of all records of the identity, diagnosis, prognosis and/or treatment of any employee will be preserved in accordance with Applicable laws and regulations.

28.4.4. Utilizing the objectives and philosophy contained in applicable Agency-wide rules and regulations, the Agency will issue and keep current applicable memoranda and bulletins to set out the detailed procedures, constraints, and objectives of the program.

28.5. Nothing in this article will prevent an employee from availing himself of the program's services on his own initiative.

28.6. The program supplements, but does not replace, existing procedures for dealing with troubled employees. It is to be carried out as a non-disciplinary program aimed at rehabilitation; however, it is not to be used as a means of tolerating inefficiency, absenteeism, or poor performance.

28.7. An employee will be referred to an EAP in accordance with applicable laws, Executive Orders, and government wide regulations.

ARTICLE 29: TRAINING

29.1. The Agency and the Labor Organization agree that the training and development of employees within the unit is a matter of major importance to the parties. Through the procedures established for Agency-Labor Organization cooperation, the parties shall seek the maximum training and development of all employees. Consistent with its needs, the Agency agrees to develop and maintain meaningful and effective policies and programs designed to achieve this purpose.

29.2 The Employer will, to the maximum extent practical, establish training opportunities in those areas where training is needed and make employees aware of opportunities for training.

29.3 When advance knowledge of the impact of pending changes in function, organization and mission is available, it shall be the responsibility of the Agency to plan for the maximum retraining of employees involved whenever necessary. Maximum use will be made of the Authority to waive qualification requirements and to request approval for training with OPM, Military service schools and other Government agencies in order to place employees in lines of work where their services can be utilized.

29.4 The Employer may provide on-the-job cross-training for the purpose of ensuring mission accomplishment.

29.5 Selection for training or on-the-job cross-training and training that is intended to prepare employees for promotional opportunities shall be in accordance with the Merit Placement Plan.

ARTICLE 30: CLASSIFICATION

30.1. The Agency agrees to abide by the principle that equal pay should be provided for work of equal value.

30.2. The Agency agrees to provide each employee with a copy of the position description (PD) for which the employee is assigned. PDs will be an accurate listing of the major duties that are required by the Agency to be performed by the affected employee(s). When a new or revised PD is implemented, the affected employee(s) will receive a copy prior to implementation.

30.3. Employees shall be given the opportunity at least once each year to review their PD and discuss it with their supervisor or other appropriate Agency official. If, after reviewing the PD, an employee believes that something should be added or deleted, a written request may be submitted by the employee and submitted to the immediate supervisor. Changes will be forwarded through supervisory channels to the Human Resources Officer for action and response.

30.4. Employees shall have the right to appeal, in accordance with applicable laws and regulations; any position classification which the employee feels has been improperly classified. Employees will be informed of their rights regarding the appeal upon their initiation of an appeal action. The Agency and the Labor Organization are available to assist the employees with filing their classification appeals.

30.5 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 graded. This does not preclude Agency from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the performance standards should be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, or Agency wide regulation.

30.6 The Agency will exercise its efforts in good faith, subject to requirements of efficient operations, to avoid establishing additional duty requirements that would create unnecessary hardships, potential health hazards or discrimination against any bargaining unit employee(s).

ARTICLE 31: USE OF OFFICIAL FACILITIES

31.1. At the request of the Labor Organization, and subject to safety and security regulations, the Agency will provide adequate facilities for official meetings of the Labor Organization during the non-duty hours of the employees involved. When the Agency furnishes such space, it will be maintained without damage and restored to a state of good order by the Labor Organization after use.

31.2. Officers and *stewards* of the Labor Organization will have access to government telephones for the purpose of making local calls or calls at no expense to the government when necessary to resolve any matters relating to this agreement. Labor Organization purchased equipment (i.e. computers, phones, FAX machines, etc.) may be used on Government owned phone lines and switching equipment. Any Labor Organization equipment must be approved and authorized by the agency before use on government owned equipment.

31.3. The Agency agrees to provide an office of sufficient size and furnishings to the Labor Organization to conduct labor-management business. The Labor organization agrees to reimburse the agency at the *prevailing rate* for these services. The Labor Organization agrees to maintain the office and furnishings in good repair. If (due to mission related requirements) Agency needs the office space; sufficient notification will be given to Local President so that alternate facilities can be agreed upon. A reasonable amount of time (normally 90-days) will be provided to relocate to another office, as long as it does not impact on the mission.

31.4. The Agency agrees (within existing security arrangements) to try and provide adequate storage space or other secure areas for required military uniforms and organizational clothing that may be issued to a technician so they may perform their assigned duties.

31.5 Reasonable use of Agency copier equipment will be limited to materials as they relate to this agreement, and not for internal Labor Organization business as defined. Use of copier machines will be coordinated with the owning shop supervisor.

31.6 Incidental use of government printers is acceptable for printing official correspondence communicated through government computer systems.

31.7 A mail distribution box will be provided to the Labor Organization for official correspondence.

ARTICLE 32: PUBLICITY

32.1. The Agency agrees to make available to the Labor Organization adequate space on designated bulletin boards, including electronic bulletin board, for posting official Labor Organization Bulletins. The Labor organization agrees to reimburse the agency at the *prevailing rate* for these services. The Labor Organization President or their designee will normally post this information. Information posted or distributed within an activity, however, must not violate any law, the security of the activity, or contain scurrilous or libelous material. Violation of standards concerning content and distribution of information will be grounds for revocation of this privilege. Posting or distributing information by the Labor Organization does not mean that management agrees with the accuracy of or any statements made in the material.

32.2. The existing federally financed military distribution system may not be used for distribution of Labor Organization publications to employees. The distribution of Labor Organization publications and materials will be the responsibility of the Labor Organization at their expense and accomplished during non-duty hours of the employees involved.

32.3. Existing official publication files maintained by the Agency affecting personnel policies, practices, and working conditions that will be made available to employees when requested.

32.4. The Human Resources Officer or their designee agrees to provide access to all pertinent Technician Personnel Regulations, policies and directives of the Agency (DOD), (to include NGB and OPM), and the CBA between TAG and the MaineiACTs Chapter. Access will be made available through MENG web sites

ARTICLE 33: PART-TIME EMPLOYMENT

33.1. Part-time positions may be established with a scheduled *tour of duty* of not less than 16-hours a week, if necessary to carry out the mission. No exception may be made to employ part-time workers regularly for more than 32-hours per week.

33.2. Principal/senior managers will evaluate request from employees to switch from full-time to part-time and forward recommendation for approval/disapproval (with justification) through the Human Resources Officer to TAG.

33.3. The HRO or their designee will serve as the part-time program coordinator.

33.4. Part-time permanent employees, whose positions are within the bargaining unit, are afforded the same privileges as full-time permanent employees to join or not join.

33.5. Permanent part-time employees are eligible for retirement and health benefits and life insurance. Benefits could be affected by *part-time employment*.

33.6. PROCEDURES

33.6.1. All employee positions are full-time positions unless specifically identified as part-time career. Positions occupied by full-time technicians will not be abolished in order to create part-time positions, nor shall full-time technicians be required to accept *part-time employment* as a condition of continued employment. Full-time employees may submit, through supervisory channels, a written request and receive consideration in converting to part-time.

- *Job sharing* may be considered when two or more part-time employees could be assigned to accomplish the requirements of a single full-time position.

33.7. Supervisors and management officials should evaluate request against the following criteria:

- 1) *Part-time employment* could assist management in fulfilling only absolute minimum essential work when employment ceiling prohibits additional hiring.
- 2) Regular and peak workloads.
- 3) Adaptability or flexibility of the work to be performed on a part time basis.

- 4) Special space and equipment requirements.
- 5) Benefits to employee.
- 6) Benefits to Agency.

33.8. Management retains the right to make a decision to:

- 1) Increase the hours of work of part-time employees to the maximum of 32- hours per week or,
- 2) Reassign part-time employees back to their former full-time status.

When such a decision is made, an affected employee will be given not less than seven (7) calendar day advanced notice, except when the head of the agency determines it would be detrimental to carrying out the functions of the agency or the cost would be substantially increased.

33.9. In many cases the current position description (PD) could be identified as part-time and be fully acceptable. In other cases, the full-time PD may have to be modified or a new PD developed. The HRO part-time program coordinator should be contacted to resolve any questions concerning PD for part-time work.

ARTICLE 34: WAGE SURVEYS

34.1. The Agency recognizes the value of the contributions that can be made by its employees in developing wage policies and in conducting wage surveys, and will continue to seek the benefits that accrue from keeping the employees informed on wage matters. Every reasonable opportunity will be afforded the Labor Organization to make comments, suggestions, and recommendations pursuant to the development of wage policy.

34.2. The Agency agrees to notify the Labor Organization as soon as possible after receipt of a notification of a pending wage survey from DOD.

34.3. In response to the notification of a Wage Survey, the Labor Organization will appoint primary and alternate representatives, as requested by the chairperson of the Wage Survey Committee, to participate on the Wage Survey Committee. The Committee chairperson will notify management officials and supervisors of affected employees.

34.4. When requested to do so by the Area Wage Survey Committee, the Agency and the Labor Organization will nominate employees as data collectors for the Area Wage Survey Committee on the basis of their qualifications to assist in the collection of wage data (each party to nominate their own, with alternates). Selectees will be released from their normal duties in coordination with their supervisors.

34.5. Management recognizes the benefit to the organization of Area Wage Surveys. Costs associated with travel and per diem will be borne by the Agency. When reimbursement for specific costs is in doubt, individuals should query the Agency for clarification of authorized expenses. For the purposes of time accounting, all time spent as a member of the Wage Survey Committee or as a data collector is to be considered regular duty hours. Labor Organization representatives will not record this as official time.

ARTICLE 35: *CONTRACTING OUT*

35.1. The Agency shall give the Labor Organization 30-days advance notice of its intention to solicit bids for contract work, which could result in a reduction-in-force, demotion of any employee, or loss of positions. Such advance notice will give a full explanation of the reasons for making this change. The Agency will meet and confer with the Labor Organization with regard to any impact on unit employees.

ARTICLE 36: REDUCTION-IN-FORCE, REORGANIZATION, TRANSFER OF FUNCTION

36.1. Policy

(1) TAG or their designee is responsible for declaring a reduction in force (RIF).

(2) Management agrees to inform employees and the Labor Organization, as fully as possible, of any plans or requirements for a RIF that may affect them. In no event, will the Labor Organization be notified later than 14-calendar days after knowledge and/or receipt of notice from TAG or their designee of an impending RIF, reorganization, or transfer of function. Thereafter, the Agency agrees to provide the Labor Organization with a detailed explanation of the procedures it will use to implement any of the aforementioned actions. A reasonable opportunity will be afforded the Labor Organization to prepare and negotiate arrangements relative to the impact and implementation of the decision being taken by the Agency.

(3) All actions pertaining to reductions in force, reorganizations, and transfers of functions will be in accordance with the applicable laws, rules and regulations.

36.2. Management Responsibilities.

(1) Meet with the Labor Organization to explain the need for a RIF and the procedures to be used for implementation.

(2) Provide briefings and counseling, as appropriate, to keep the employee work force informed.

(3) Assure that applicable regulations are available for review by the Agency, the Labor Organization, and employees concerned.

(4) Develop an aggressive placement program for adversely affected employees.

(5) Consider all reasonable actions to avoid or minimize a RIF by restricting recruitment or promotion, by meeting ceiling limitations or budgetary curtailments through normal attrition and by reassignment of surplus employees to any vacant position for which they may be qualified.

36.3. Competitive Area: The boundary within which employees compete for retention and receive placement offers. A competitive area may be defined in terms of organizations and/or geographic locations. It may be restricted to the commuting area or one organization or expanded to cover the entire state. The area may also include both the Army and Air National Guard or be restricted to one service. The competitive area should be identified during advance planning RIF.

36.4. Competitive Level.

A group of identical or similar positions for which employees compete for retention. Like positions should be grouped by competitive levels within each competitive area. Generally, each competitive level consists of positions which:

- (1) Have the same grade and occupational series.
- (2) Are similar enough in qualification requirements, working conditions, duties, and pay so that the incumbent of one position can perform the duties of another position without significant training or interruption of work operations.
- (3) Supervisory positions will not be placed in the same competitive level as non-supervisory positions.
- (4) During a RIF, non-bargaining unit employees may compete with bargaining unit employees for bargaining unit positions.

36.5. Establishing of Retention Registers

36.5.1. Management will establish a retention register before releasing employees from their competitive level. The register will show competing employees in descending order starting with the highest score first.

36.5.2. When a retention register is established, it will list all competing employees in descending order by *tenure groups 1, 2, and 3*. The employee's correct tenure group is shown on the SF 50.

36.5.3. Retention standing within each tenure group is established by using the following criteria:

36.5.3.1. Employees Performance Appraisals: At the time a RIF is declared, the Human Resources Officer or their designee must establish a cut-off date for receipt of any new appraisals. Receipt of a new performance appraisal after the cutoff date will not affect the employee's retention standing. However, if a decision on an appealed performance appraisal is issued before the effective date of the technician's release from the competitive level, the performance appraisal resulting from the appeal will be used. To compute the retention standing:

- The three most current performance appraisals on record will be used to determine retention standing.
- To compute the retention standing, use the average score of the last three official performance appraisals. For example, an employee may have received a performance rating of record of 4 (2013), 4 (2012) and 3 (2011). Divide the total score of all three appraisals ($4+4+3=11$) by 3 which equates to 3.67, rounded to the second decimal place (if 3rd decimal is equal to 5, round up, if 3rd decimal is equal to 4, round down). The employee's score of 3.67 is then placed on the retention register. Employees who should, but do not have three appraisals on file will be credited with same rating(s) as the last appraisal on file. Employees with less than three years of service, the divisor will be the appropriate number of years.
- The Labor Organization will be given the opportunity to review the retention register(s) established in conjunction with any RIF.

36.5.3.2. Tiebreakers: The service computation date (SCD) will be used as a tiebreaker if two or more employees in the same tenure group have the same retention score. Employees service date (TSD) will only be used as a second tiebreaker in the event two or more employees have the same retention score and the same service computation date.

36.5.3.3. The Labor Organization will be given the opportunity to review the retention register(s) established in conjunction with any RIF.

36.6. Order of Release from Competitive Levels.

- 1) Employees will be released in the order in which their name appears on the retention register; i.e. beginning with the lowest score in *tenure group 3*, and if necessary, continue with *tenure group 2 and 1*.
- 2) When a major RIF is declared, employees who work in the area affected by the RIF may qualify for and accept voluntary retirement.

- 3) Management will tender placement offers if available to those employees affected by RIF in accordance with applicable laws and regulations.

36.7. RIF Notices.

GENERAL NOTICE: When it cannot be determined what specific personnel actions will take place during a RIF, general notices may be issued. A general notice must be supplemented by a specific notice before an employee can be released from their competitive level.

SPECIFIC NOTICE: Before releasing an employee from their competitive level, they must be given a specific notice that states clearly what action will be taken and the effective date of such action. The employee must receive the notice at least 60-calendar days before the date of release. The 60 day advanced written notice period may be shortened in the event the RIF occurs as a result of unforeseen circumstances. A Saturday, Sunday, or legal holiday may not be counted as the last day of the period. Likewise, specific notices may not be issued or made effective during the period 15 December through 3 January.

SPECIFIC NOTICE INFORMATION: The following information, as applicable, is to be included when preparing a specific notice RIF:

- (1) Reason for the RIF.
- (2) Specific action to take place (e.g., separation, furlough, offer of change to lower grade, etc.).
- (3) Title, grade, and salary of current position.
- (4) Competitive area and competitive level designated.
- (5) Service computation date, employee service date.
- (6) The position title, grade, salary, and location of a position offer or the reason why no offer can be made. Also, include the military grade requirements.
- (7) Reasons for any exception to order of retention
- (8) Effective date of proposed RIF (other than 15 December through 3 January).

- (9) Where the employee may review retention registers and RIF regulations and the HRO personnel specialist to contact for information.
- (10) Appeal rights, how to file them, and any time limits imposed.
- (11) A clear explanation of the employee's grade and/or pay retention entitlements.
- (12) Severance pay eligibility.
- (13) Placement information and eligibility for reemployment priority list.
- (14) Discontinued service retirement eligibility.
- (15) A requirement for the employee to acknowledge receipt of the notice and to accept or decline any offer.

36.8. Placement Action.

36.8.1. Placement offers and competition for occupied positions will occur in the following order:

- (1) Placement in vacant positions at the same grade or pay.
- (2) Competition for occupied positions at the same grade or pay.
- (3) Placement in vacant positions at lower grades levels or pay.
- (4) Competition for occupied positions at lower grade levels or pay.

36.8.2. Reemployment priority list. A reemployment priority list must be maintained for *tenure groups 1 and 2* employees separated in a RIF. Upon receipt of a specific notice of separation, employees will be placed on this list, but only if they have not declined an offer that preserves a non-temporary, full-time position in their present grade, or representative rate. Employees will remain on this list for two years, unless they decline in writing, accept a full-time position, or decline the offer of a full-time position in the Federal Government.

36.8.3. Priority Placement. All employees entitled to grade retention as a result of reeducation in force will be afforded priority placement for vacant positions. Such placement action will be in accordance with applicable laws, rules, and regulations.

36.8.4. In the event of a RIF, part-time employees can compete only for part-time positions. Offers of part-time positions are not considered to be valid job offers for full-time technicians.

36.9. Appeals and Corrective Actions.

36.9.1. A employees or representative of the Labor Organization, who believes that the provisions of governing regulations were improperly applied, may appeal the action to the TAG

(1) The appeal must be in writing and be submitted no later than 30-calendar days after the receipt of the specific notice.

(2) The appeal must be in writing and must include the following:

- First, MI, Last name
- Last four of SSN (e.g., xxx-xx-1234)
- Position Description number, position title, pay plan (e.g. WG or GS), occupation code and grade.
- Place of employment
- How the action failed to comply with the procedures in NGB or local directives.

(5) The appeal must clearly state the reason the employee believes the action affecting them is incorrectly applied, and must show that the Employer failed to comply with the RIF procedures. (e.g., insufficient notice, improper tenure grouping, or errors in SCD/TSD).

36.9.2 Extension of Time Limit. TAG or their designee may extend the appeal time limit when the employee indicates circumstances beyond their control prevented them from submitting the written appeal according to paragraph a(1) above. A written request for the extension must be received by TAG or their designee prior to the expiration of the 30 calendar day period following issuance of the specific notice.

36.9.3 Decision on Appeal. TAG or their designee will issue a written decision, and where applicable, direct the HRO or their designee to take any necessary corrective action. A copy of the decision is provided to the Employee and Labor Organization. The decision of TAG is final and there is no further right of appeal.

36.9.4 Corrective Action. The decision of TAG may require HRO or their designee to take corrective action as follows:

- (1) Correct the retention register.
- (2) Correct the employee's specific notice.
- (3) Restore the employee to their former grade or pay level or one of like seniority, status, and pay prior to the employee's reduction-in-grade or separation.
- (4) Reimburse the employee for all pay lost as a result of any improper RIF action.

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

36.10. Negotiations.

The Labor Organization reserves its right to discuss and negotiate any negotiable matter pertaining to a particular RIF, reorganization or transfer of function not contained in the article.

ARTICLE 37: Details

37.1 A detail is an official personnel action temporarily assigning a technician to a different established position or, an un-established position (one whose duties and responsibilities have not been officially allocated under an appropriate classification system) for a specified period of time, with the technician returning to his regular assignment at the conclusion of the detail. Technically, a position is not filled by a detail, because the technician continues to be the incumbent of the position from which detailed. It must be emphasized that details must be used in a judicious manner, because only then will they contribute to the efficiency of the National Guard and the morale of the Federal Employee work force. Details will be rotated among qualified employees in the unit for periods not to exceed 120-days. A detail will not be used in lieu of a temporary promotion in the case of a fully qualified employee.

*Detail actions for non-competitive placements of Title 32 into Title 5 positions, or Title 5 into Title 32 positions are not authorized.

37.2 The Employer will record details in excess of thirty (30) calendar days on SF 52, and details for less than thirty (30) calendar days in a Memorandum for the Record, addressed to the employee, in Supervisor's Work Folder in order that employees may receive credit towards qualification for the work performed.

37.3 Details that involve enhanced duties of a higher graded position (e.g., supervisory duties that include assigning and / or directing work, recording time and attendance data, scheduling leave) that exceed 50% or more of the duty time of the employee, shall entitle the employee to temporary promotion.

37.4 Other Information: Details that exceed 120-days or more to a higher graded position with known promotion potential will be made under competitive procedures set forth in Article 15, Merit Promotion.

APPENDIX

For Reference Use Only

If law, rule, regulation or Instructions are revised during the term of this agreement, the Employer agrees to conduct appropriate Impact and Implementation (I&I) bargaining with ACT MaineiACTs Chapter #128.

1. Human Resources Regulation (HRR)610:Flexible Work Schedule and Credit Hours
2. Human Resources Regulation (HRR)610-C1: Compressed Work schedule Plan
3. DVEM Policy 14-02: Policy on Appropriate Civilian Employee Attire in the Work Place
4. DVEM Policy 17-02: Inclement Weather
5. Human Resources Regulation (HRR)550: Compensatory time and Overtime for Federal Employees
6. Human Resources Regulation (HRR)551: ANG Standby and On-Call
7. Human Resources Regulation (HRR)335: Merit Promotion and Placement Plan
8. TAG Policy 18-13: Technician Incentive Awards Program for Title 32 and Title 5 Employee
9. Human Resources Regulation (HRR)431:Employee Performance Appraisal Program
10. Technician Personnel Regulation (TPR)752:Discipline and Adverse Action