

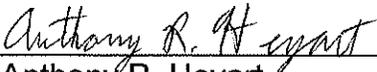
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ADJUTANT GENERAL OF MICHIGAN  
AND  
THE ASSOCIATION OF CIVILIAN TECHNICIANS

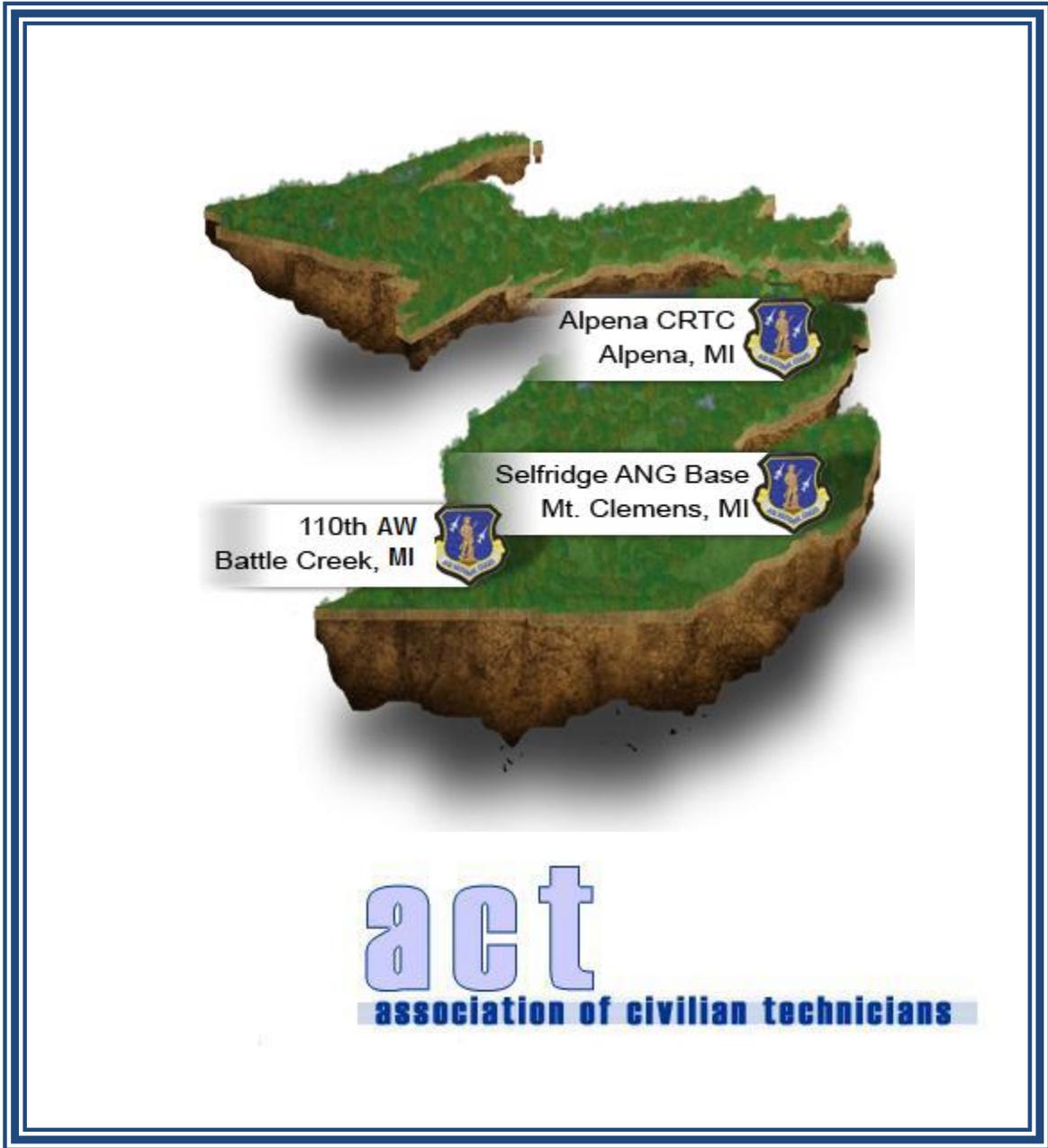
SUBJECT: Extension of the Agreement between The Association of Civilian Technicians and the Adjutant General of Michigan

1. This Memorandum of Understanding (MOU) is in effect upon approval and will remain in effect until 31 December 2017. It is understood that this agreement will terminate at any time that the Union is no longer entitled to executive representation under Title 5 USC Chapter 71.
2. As stated in the Preamble, this is a living agreement which may be reviewed and/or modified upon the consent of both parties.

  
\_\_\_\_\_  
Gregory J. Vadnais, MG  
The Adjutant General of Michigan  
2 March 2015  
(Date)

  
\_\_\_\_\_  
Kathy L. Fuller  
President, Chapter 13  
Detroit ACT  
25 February 2015  
(Date)

  
\_\_\_\_\_  
Anthony R. Heyart  
President, Chapter 15  
Battle Creek ACT  
25 February 2015  
(Date)



Agreement between

The Association of Civilian Technicians  
And  
The Adjutant General of Michigan

Expires December 2015

## TABLE OF CONTENTS

Table of Contents	i
Philosophy Statement	1

### **Article 1: General Provisions**

1.1	Preamble	2
1.2	Unit of Recognition	2
1.3	Purpose of this Agreement	2
1.4	Provision of Laws and Regulations	2
1.5	Matters Appropriate for Consultation and Negotiation	3
1.6	Joint Obligations	4
1.7	Employer Obligations	4

### **Article 2: Association Obligations, Rights, Representation, and Use of Facilities**

2.1	Association Obligations	6
2.2	Rights of the Association	6
2.3	Association Internal Business Policy	6
2.4	Association Officials Attire	7
2.5	Visiting Representatives	7
2.6	Representation During Deployments	7
2.7	Excused Absence for Association Officials	8
2.8	Official Time for Association Officials and Representatives	8
2.9	Space for Association Meetings and Training	9
2.10	Office Space and Equipment	9
2.11	Bulletin Boards and Base Entry Display Signs	9

### **Article 3: Technicians Rights**

3.1	Rights of Technicians	10
3.2	Personnel Records	11
3.3	Probationary Employees	11
3.4	Retirement	11

### **Article 4: Workweek and Hours of Work**

4.1	Basic Workweek	12
4.2	Work Schedules	12
4.3	Changes in Shift Assignments	12
4.4	Change of Work Schedules	13
4.5	Compensatory Time	13
4.6	Rest Periods	13
4.7	Lunch Periods	13
4.8	Clean Up Time	13

## **Article 5: Flexitour**

5.1	General	14
5.2	Requests for Flexitour	14
5.3	Categories	14
5.4	Procedures	14

## **Article 6: Leaves**

6.1	General	15
6.2	Scheduling Annual Leave	15
6.3	Sick Leave	16
6.4	Family and Medical Leave	16
6.5	Maternity Leave	16
6.6	Civic Responsibilities	17

## **Article 7: Voluntary Physical Fitness Program**

7.1	Purpose	18
7.2	Operational Considerations	18
7.3	Time Allotment	18
7.4	Exercise Limitations	18
7.5	Administrative Requirements	19
7.6	Responsibilities / Liabilities	19

## **Article 8: Health and Safety**

8.1	General	20
8.2	Safety committee Membership	20
8.3	Work Situations	20
8.4	Safety Publications	21
8.5	Safety Inspections and Accident Investigations	21
8.6	Medical Surveillance Program	21
8.7	Tobacco Policy	21
8.8	Heat and Cold Extremes	22
8.9	Work Area Clean Up	22

## **Article 9: Environmental Differential Pay (EDP) and Hazardous Duty Pay (HDP)**

9.1	Policy	23
-----	--------	----

## **Article 10: Performance Appraisal System**

10.1	General	24
10.2	Rating	24
10.3	Appeals	24
10.4	Performance Appraisal Committee	24

## **Article 11: Merit Promotion and Placement Opportunities**

11.1	General	25
11.2	Vacancy Announcements	25
11.3	Areas of Consideration	26
11.4	Referral of Candidates	26
11.5	Interview / Selection Board Composition and Process	26
11.6	Merit Consideration	26
11.7	Post Audit	26
11.8	Priority Placement	27
11.9	Filling Lower Graded Positions	27
11.10	Details, Promotions, Reassignments	27

## **Article 12: Position Description and Classification**

12.1	Association Recommendations	28
12.2	Notice of Change in Position Descriptions	28
12.3	Appeals	28
12.4	Review of Position Descriptions	28

## **Article 13: Travel and Temporary Duty**

13.1	Technician Temporary Duty	30
13.2	Travel	30
13.3	Seniority List for Temporary Duty	30

## **Article 14: Wage Surveys**

14.1	General	31
------	---------	----

## **Article 15: Contracting Out**

15.1	General	32
------	---------	----

## **Article 16: Reduction in Force**

16.1	General	33
16.2	Procedures	33
16.3	Job Fair and Outplacement Services	33
16.4	Reemployment Priority List	33
16.5	Furloughs	34

## **Article 17: Technician Dress and Appearance Standards**

17.1	General	35
------	---------	----

## **Article 18: Grievance Procedures**

18.1	General	36
18.2	Representation	37
18.3	Grievance Procedures	37
18.4	Time Limits	38

## **Article 19: Arbitration Procedures**

19.1	Policy	39
19.2	Procedures	39
19.3	Payment of Fees	39
19.4	Date and Location	39
19.5	FLRA Exceptions	39
19.6	Compliance	39

## **Article 20: Unfair Labor Practices**

20.1	General	40
------	---------	----

## **Article 21: Discipline and Adverse Actions**

21.1	General	41
21.2	Representation	41
21.3	Non-disciplinary, Disciplinary and Adverse Actions	41
21.4	Documentation	41
21.5	Grievability	41
21.6	Employee Response	42
21.7	Appeals	42

## **Article 22: Dues Authorization and Revocation**

22.1	Definitions	43
22.2	The Association is Responsible For	43
22.3	The Employer is Responsible For	44

## **Article 23: Terms of Agreement**

23.1	Agreement Duration	45
23.2	Negotiating a New Agreement	45
23.3	Agreement Amendment	45
23.4	Signature Page	50

## **Enclosure A**

Selection Board Procedures	46
----------------------------	----

## **Glossary of Terms**

Terms	48
-------	----

**AGREEMENT  
DEPARTMENT OF MILITARY AFFAIRS  
STATE OF MICHIGAN  
AND  
THE MICHIGAN STATE  
COUNCIL OF THE  
ASSOCIATION OF CIVILIAN TECHNICIANS, INC.**

**PHILOSOPHY STATEMENT**

We have negotiated an agreement that will accomplish the mission of the Michigan Air National Guard (MI ANG) while protecting the employees of each unit and fostering an atmosphere of partnership while practicing the efficient stewardship of the resources entrusted to each individual. We believe that all people want to be involved in decisions that affect them and their lives, care about their jobs and each other, take pride in themselves and their contributions, and want to share in the success of their efforts. We will continue to pursue solutions that promote mission accomplishment and military readiness, increased quality and productivity, customer service, efficiency, quality of work life, employee empowerment, and organizational performance, while considering the legitimate interests of both parties and the community.

Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

**ARTICLE 1**  
**GENERAL PROVISIONS**

**SECTION 1.1 PREAMBLE:** This Agreement is executed pursuant to the exclusive recognition granted the Michigan State Council of the Association of Civilian Technicians (hereinafter referred to as the Association (as defined in the Glossary) by the Adjutant General of Michigan, Department of Military Affairs (hereinafter referred to as the Employer and as defined in the Glossary).

**SECTION 1.2 UNIT OF RECOGNITION:** The Unit to which this agreement is applicable is comprised of all federal wage schedule (FWS) and general schedule (GS) technicians employed by the Michigan Air National Guard, with the exception of management officials, supervisors, professional employees and employees described in 5 USC, Section 7112 (b), in compliance with FLRA certification.

**SECTION 1.3 PURPOSE OF THIS AGREEMENT:**

a. The purpose of the parties in entering into this agreement is, but not limited to:

(1) Insure technician participation in the formulation of personnel policies and procedures through Impact and Implementation (I&I) bargaining by the Association.

(2) Promote and improve the efficiency of the administration of the Michigan Air National Guard and the well-being of its employees within the law.

(3) Provide for the highest degree of efficiency in the accomplishment of the operation of the Michigan Air National Guard.

(4) Establish a basic understanding relative to personnel policies, practices, and procedures and matters affecting other conditions of employment within the jurisdiction of the Employer.

(5) Provide a means for the amicable discussion and adjustment to matters of mutual interest.

(6) Promote employee communication and information on personnel policies and procedures.

b. The Association agrees to support the Employer in its effort to eliminate waste, combat absenteeism, conserve materials and supplies, insure timely completion of work, improve the quality of workmanship, encourage the submission of improvements and cost reduction ideas, prevent accidents, and promote the development of good will.

**SECTION 1.4 PROVISIONS OF LAWS AND REGULATIONS:**

a. The administration of all matters covered by this agreement and all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Association, will be governed by existing or future laws and regulations of appropriate authorities, including policies set forth in published agency policies and regulations in existence at the time the agreement is approved, and by subsequently published agency policies and regulations required by law.

b. The Employer retains the rights as defined in Chapter 71 of Title 5 US Code, Section 7106.

c. Nothing in this agreement will require an employee to become or remain a member of the Association, or to pay money to the Association except pursuant to a voluntary, written authorization by a member for payment of dues through a payroll deduction allotment or direct payment.

### **SECTION 1.5 MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION:**

a. It is agreed that matters appropriate for consultation and negotiations between the parties are governed by Chapter 71 of Title 5 US Code and the case law of the FLRA and its reviewing court. These matters may include but are not limited to personnel policies, practices and matters affecting working conditions including such matters as safety, Labor-Employer relations, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, reassignments, reduction in force procedures, and hours of work.

b. The Association and the Employer will meet and confer with respect to personnel policies and practices and matters affecting working conditions at both State and Local levels. Meetings will take place monthly or by mutual agreement. In matters of urgency, either party may call a meeting as necessary and mutually agreed upon.

c. Except for changes otherwise provided for by this agreement, the Employer agrees to provide an elected Association official with proposed changes which would result in substantive changes in working conditions or personnel policies. The Association agrees to respond to such changes within fourteen calendar days if they desire to bargain on the impact / implementation of such changes. If, after the expiration of fourteen calendar days, the Association has not responded the Employer may then implement the proposed changes.

### **SECTION 1.6 JOINT OBLIGATIONS:**

a. Orientation training for all employees on the Agreement will be conducted after agency head approval of and concurrent with distribution of the Agreement

b. Refresher training on the Agreement and any modifications thereto will be conducted by the Association and the Employer periodically for the life of this Agreement.

c. During formal supervisor training sessions, the Labor Organization may provide a block of instruction regarding Labor Organization issues.

d. The Employer and the Association will enter into a Partnership. The goal of the Partnership will be to create an atmosphere of mutual trust and respect which will further the agency mission and foster a more productive and cost effective service to the agency customer. This will be accomplished by recognizing and utilizing each individual's ideas and knowledge in innovative ways, thus enhancing the working conditions and morale of all members. The parties agree to establish a Partnership Council at each base consisting of equal members which will meet regularly to:

- Administer the Labor Agreement
- Resolve disputes as required.
- Negotiate, as needed in accordance with Chapter 71 of Title 5 US Code. Promote training and education to meet the needs of the Partnership.

e. The partners will pursue solutions and decisions utilizing Interest Based Bargaining (IBB) techniques and consensus decision making. Decisions pursued by the Partnership Council will promote the following points while considering the legitimate interests of both partners:

- Mission accomplishment
- Increased quality and productivity
- Customer service
- Efficiency
- Quality of work life
- Member empowerment
- Organizational performance
- Military readiness
- Community relations

#### **SECTION 1.7 EMPLOYER OBLIGATIONS:**

a. The employer agrees to furnish the Association 190 copies of this agreement plus sufficient copies for each member of the bargaining unit. The Association is then free to distribute the agreement to unit members. The Employer will also provide a copy of this agreement to every supervisor.

b. The Association will be notified by the employer (Base HRO) of the accession of new employees upon request. This notice will include the employee's name, job title, pay grade, work area, phone number, immediate supervisor, and starting date. The new employee will be provided a list of assigned stewards and their locations, phone number, , and area of responsibility at their employee orientation.

c. The Base HRO will maintain a current seniority listing for all bargaining unit employees and provide copies to supervisors and the Association upon request.

d. The Employer will annually furnish the Association a current schedule of all bargaining unit positions and personnel to include name, grade, position title, functional area, and seniority in January and upon request.

e. The employer will furnish the Association a current listing of bargaining unit personnel annually in January and upon request. The Employer will notify the Association in writing of any changes to positions on this list.

f. The employer reaffirms its obligation not to interfere with, restrain, coerce, or otherwise take detrimental action towards any Association official or steward who is performing a representational function as provided for under the terms of this agreement.

g. A health plan fair will be held before or during the OPM approved open season for health benefit changes. Employees in a duty status will attend in that status.

- h. Upon request, technicians will be issued a civilian ID Card.
- i. The Employer will provide the Association with a current listing of HRO personnel annually in January, upon change, and upon request.

**ARTICLE 2**  
**ASSOCIATION OBLIGATIONS, RIGHTS, REPRESENTATION, AND USE OF**  
**FACILITIES**

**SECTION 2.1 ASSOCIATION OBLIGATIONS:**

- a. The Association is responsible for representing the interests of all employees in the unit without discrimination or regard to Association membership.
- b. The Association agrees to furnish and maintain for the Employer a current list of all Association officers and stewards, to include information on the work area that each steward represents, name, phone number, e-mail address, and area of responsibility.
- c. The Association agrees to provide the Employer with electronic copies of the constitution and by-laws of each chapter and current changes.

**SECTION 2.2 RIGHTS OF THE ASSOCIATION:**

- a. A representative of the Association will have the right to be present in any formal discussion of personnel management policy matters between the Employer and employees.
- b. An Association representative will be in a work status to receive information, briefings, or orientations relating to matters of mutual concern to the Employer and the Association.
- c. An employee who is elected or appointed to serve full-time as a national or state representative or officer with the Association may be granted LWOP for one year, upon receipt of supervisor approval. An extension for an additional year may be granted upon request of the employee and with the approval of the Employer. The employee's rights and privileges will be protected under the applicable agency guidance in effect at the time.

**SECTION 2.3 ASSOCIATION INTERNAL BUSINESS POLICY:**

- a. The Employer recognizes elected Association officers and stewards as representatives of the Association for the purpose of consultation, conferences, and other Association responsibilities. The Association may appoint a substitute officer or steward in the event of a transfer to maintain continuity in labor management relations.
- b. The number of stewards required will be those necessary to adequately represent all employees within a work area or shop as designated by the Association in consultation with the Employer.
- c. Internal Association business such as soliciting membership, administrative duties, collection of dues, election of officers, meetings, and posting and distributing literature will be conducted during non-working hours for the employee involved.
- d. Officers, stewards and employees involved in Association activities will obtain their supervisor's approval at least twenty-four hours in advance concerning any Association activity which will require taking annual leave or LWOP unless waived by the Employer.

## **SECTION 2.4 ASSOCIATION OFFICIALS ATTIRE:**

a. Association officers and stewards will not be required to wear the military uniform while engaged in the following:

- (1) Performing representational duties during formal hearings.
- (2) Representing or appearing as a witness for the Association during third party proceedings.
- (3) While serving as a member of the Association's negotiating team.
- (4) Representing the Association during Labor-Management committee meetings.

b. Employees in the bargaining unit will not be required to wear the military uniform while engaged in grievance proceedings that have reached the arbitration level or beyond or other agency administrative hearings in which the employee is an appellant. Official time will not be used to change to or from the military uniform for bargaining unit employees.

## **SECTION 2.5 VISITING REPRESENTATIVES:**

a. Representatives of the Association's national organization may visit a unit installation at any time on official business subject to the Association informing the Employer, normally in writing, at least twenty-four hours in advance of the:

- (1) Name of Association official visiting.
- (2) Association position held.
- (3) General purpose of visit.
- (4) Time and duration of visit.
- (5) Name of any employer official to be contacted.

## **SECTION 2.6 REPRESENTATION DURING UNIT MOVEMENT IN A TECHNICIAN TEMPORARY DUTY (TDY) STATUS**

a. In the event of a temporary duty (TDY) in a technician status, the Association may designate an individual as the Association representative and will notify the Employer by letter within five working days prior to temporary duty. The Association representative will have the authority of a shop steward.

b. An Association official has the right to be present at Technician TDY briefings. Any such officials will be required to have the appropriate security clearance to attend classified briefings.

c. Before TDY in a Technician status, all affected bargaining unit personnel and Association officials will be briefed by the Employer as soon as practicable prior to departure. All attendees at all briefings will have the proper security clearance.

The briefing may include, but not be limited to; type of travel, type of quarters, types of meals and meal options, and names of the supervisors in charge of all aspects of the TDY. A briefing letter may be used in lieu of a formal briefing and will cover all topics listed above and will provide an informed source for questions and concerns. When use of government meals is applicable, the days affected will be identified. Under conditions of operational emergency requiring TDY an employee will be afforded a twenty-four hour advance notice unless the circumstances of said emergency dictates a shorter notice to meet mission requirements of the Michigan Air National Guard.

**SECTION 2.7 EXCUSED ABSENCE FOR ASSOCIATION OFFICIALS:** Association officials may request excused absence for union sponsored training, conferences and conventions must be requested in advance by sending a request in writing to the State Labor Relations Specialist. Association officials requesting excused absence to attend functions covered in this section must obtain prior approval before being coded with excused absence on their timesheet. Topics at conference/training must be of mutual interest to the agency and labor organization. Union sponsored training (exclusive of internal union training / activities) is appropriate and may be supported consistent with workload and mission when it is of benefit for professional development. Such training shall be paid for by the Association and requested at least 14 calendar days in advance of the proposed training. Moreover, a memorandum signed by the local Association President detailing the syllabus, organizational benefits, official leave requirement, as well as time and location of training shall be provided to management designee and accompany the request for training.

**SECTION 2.8 OFFICIAL TIME FOR ASSOCIATION OFFICIALS AND REPRESENTATIVES:**

a. During official time, employees, Association officials, or Association officers will obtain prior authorization from their immediate supervisor to discontinue work for the purpose of Association representation and will notify their immediate supervisor upon return to work. Approval will be given except in situations that would seriously affect the workload. In such cases, the employee, Association official, or Association officer will be released at the earliest opportunity. Representatives will notify the supervisor of the area being visited. The Association will require that employees normally utilize Association representatives in their designated shop or work area when the requirement for representation arises. However, employees will not be denied their choice of representative. An Association official granted official time for representational functions will keep their supervisor informed of their location in the event they need to be recalled for mission requirements and/or emergencies.

b. Elected or appointed Association representatives will be granted official time when:

- (1) Participating as a member of the Partnership Council.
- (2) Acting as an employee's representative to discuss an employee's grievance with appropriate officials or the grievant.
- (3) Requested by the Employer.
- (4) Participating as an Association representative in an official conference between the Employer and the Association.

(5) Presenting Adverse Action appeals and Employee grievances.

(6) Assisting the Employer in matters of mutual concern regarding working conditions, personnel policies, pay, work, schedules, employee grievance procedures, performance ratings, adverse action appeals, and other agency policies.

(7) Other occasions as approved by the Employer.

(8) Researching and formulation of information and material for all of the above.

**SECTION 2.9 SPACE FOR ASSOCIATION MEETINGS AND TRAINING:** The Employer agrees to furnish space as available at all facilities for the purpose of conducting Association business or meetings during non-work time of the employees. The Association will request such facilities a minimum of twenty-four hours in advance and will be responsible for returning the facility in the same condition received.

**SECTION 2.10 OFFICE SPACE AND EQUIPMENT:** It is agreed adequate office space will be provided to the Labor Organization. Once designated as official union space, such facilities shall not be changed or removed without prior notice from the Employer. Housekeeping responsibility of the designated office will be that of the Labor Organization. It will be secure and accessible after duty hours. Class A and Class C phone and network capability will be provided. The Association will be responsible for any toll/long distance phone charges. The Employer will provide adequate office furniture and will make every effort to obtain a network capable computer for exclusive use of the Association in the Association offices.

**SECTION 2.11 BULLETIN BOARDS AND BASE ENTRY DISPLAY SIGNS:** The Employer agrees to furnish reserved space on bulletin boards for Association purposes. Association bulletin board space will be a minimum of four feet by four feet. The base entry display sign, if available, will be made available for ACT functions in accordance with applicable regulations.

## **ARTICLE 3 TECHNICIAN RIGHTS**

### **SECTION 3.1 RIGHTS OF TECHNICIANS:**

a. The Employer recognizes that the participation of employees in the formulation and implementation of personnel policies and practices affecting the conditions of their employment, achieved through their own freely chosen organization, contributes to the employee's well being and to the efficient administration of the Michigan Air National Guard.

b. The Employer supports a free exchange of information between employees and supervisors concerning requests for information regarding their assignment or employment. An "open door" policy is encouraged by the Employer.

c. The parties to this agreement recognize that employees have and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist the Association or to refrain from such activity as provided by Title VII of the Civil Service Reform Act. This agreement does not preclude any employee, regardless of Association membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or policy, or from choosing their representative on grievance or adverse action appeal; however, matters of personal concern brought to the attention of appropriate officials by employees of the bargaining unit using the negotiated grievance procedures may only be represented by themselves or by a representative of the Association. The employee will have the right to exercise grievance or appeal procedures negotiated under this agreement. Any adjustments of grievances or appeals must be consistent with the terms and conditions of this agreement. Each employee will have the right if duly elected or appointed:

(1) To act for the Association in the capacity of representative and the right, in that capacity, to present the views of the Association to heads of agencies and other officials of the executive branch of government, the Congress, or other appropriate authorities, and

(2) To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees of the unit.

d. The Employer agrees to utilize the downward chain of command to issue directives. Employees will use the upward chain of command to address or raise areas of concern.

e. Forms, letters, e-mail addresses, documents, or correspondence relative to a technician's employment will be consistent with applicable rules and regulations.

f. Electronic copies of regulations, publications, directives, and personnel policies concerning technician employment will be made available.

g. The Employer agrees, within space and funding limitations, to furnish each employee with a personal locker.

h. Separating employees will be provided duty time to accomplish base clearance procedures.

i. If any employee is required to perform work outside of the employee's unit of assignment, all work will be coordinated through the employee's unit. Such work may be reflected in the employee's annual performance rating.

## **SECTION 3.2 PERSONNEL RECORDS:**

a. An employee will have access to records and/or information pertaining to the employee. Examination of actual records (as opposed to receipt of copies) will take place in the presence of those having custody of the records. An employee must provide written consent to the Employer before disclosure of records are made to a representative.

b. An employee or designated representative may obtain a copy of documents made available under Section 3.2a.

c. No record, file, or document pertaining to an employee will be made available to unauthorized persons.

d. Official Personnel Folders (OPF), including records maintained by employees/supervisors, will be purged in accordance with applicable regulations.

e. Employees will automatically be furnished a copy of each personnel document, adverse or laudatory, which will be made a part of the employee's OPF or supervisor's record.

f. All NGB Form 904-1 remarks in section 12 will be initialed and dated by the supervisor and employee. Initialing by the employee acknowledges the entry and does not necessarily indicate concurrence. The date block of section 12 entries will reflect the date of entry of all remarks.

**SECTION 3.3 PROBATIONARY EMPLOYEES:** The Employer agrees to advise probationary employees of their progress prior to the end of the tenth month of their probationary period. The Employer also agrees to provide a formal feedback session with probationary employees prior to the end of their sixth month. This formal feedback session will be annotated and acknowledged in the employee's NGB Form 904-1.

## **SECTION 3.4 RETIREMENT:**

a. The Employer will provide a retirement planning program to be made available on an as needed basis in which all employees may voluntarily participate without charge to annual leave. It will include individual counseling assistance, informational material, and/or information sessions.

b. Each employee who separates voluntarily or involuntarily (except by retirement) will be informed by the Employer as to their applicable rights and related benefits associated with technician separation.

**ARTICLE 4  
WORKWEEK AND  
HOURS OF WORK**

**SECTION 4.1 BASIC WORKWEEK:** The basic work tour will consist of eighty creditable hours on a biweekly pay period. Work in excess of eighty hours per biweekly pay period will be compensated in accordance with applicable government wide regulations. Each unit will negotiate its own normal and core work hours.

**SECTION 4.2 WORK SCHEDULES:**

a. Schedules must meet mission needs and not jeopardize safety or security. Employees may request one of the work schedules listed below, subject to supervisor approval.

- Five days at eight hours.
  
- Four days at ten hours.
  
- Five/four/nine.

**SECTION 4.3 CHANGES IN SHIFT ASSIGNMENTS:**

- a. When mission dictates to schedule shifts other than the normal day shift the Employer and the Association will work together to accomplish the mission.
- b. When mission requires establishment of a shift other than the normal day shift, the following procedures will be used:
- (1) Employees will indicate their requested shift in writing to their supervisor by 15 January. Shift assignments will be made as soon as practicable.
  
  - (2) Employees will be given their requested shift according to mission needs, required skill set and seniority.
  
  - (3) Employees assigned to a shift in accordance with the shift assignment system may be required to remain on that shift for twelve months. An employee may be rescheduled for another shift if a hardship or extreme conditions exist. Employees will be advised of seniority rights, if any, when bumped from a shift.
- c. Temporary employees will have seniority ranking only among other temporary employees.
- d. Bargaining unit employees will not be denied premium shifts until after all things are considered.

**SECTION 4.4 CHANGE OF WORK SCHEDULES:** The Employer will conduct impact and implementation bargaining (accommodation and appropriate arrangement), as prescribed by law, with respect to changes in the work schedule. Changes in the daily work schedule of an individual employee will be stated in writing at least seven calendar days in advance. Shift or scheduled changes for work sections will be posted seven calendar days in advance. Temporary changes to the daily work schedule as a result of unforeseen circumstances will be provided at least one workday in advance. These specific periods of advance notice for change are waived when the Employer determines that the organization would be seriously handicapped in carrying out its functions or Unit costs would be substantially increased.

**SECTION 4.5 COMPENSATORY TIME:**

a. When necessary to schedule work outside the normally scheduled workday such work will be implemented with consideration of the following factors:

- (1) Technicians who have been ordered to a military deployment will receive priority for compensation time regardless of seniority.
- (2) Voluntary assignments by seniority (high to low).
- (3) Seniority (low to high).
- (4) All employees will participate on an equal basis predicated on required skills.

b. The Employer has an obligation to provide timely notification of compensatory work assignments. Every attempt will be made to give a notification period of at least three work days. If three days are not possible, volunteers will be solicited and assigned such compensatory time first. If no volunteers are available, employees will be required to perform compensatory assignments without prior notification to accomplish critical mission essential requirements.

c. An employee recalled to work will receive compensatory time for no less than two hours provided he/she works for two hours. If recalled, the Employer will provide up to two hours of work.

**SECTION 4.6 REST PERIODS:** Break/Rest Period. A fifteen minute break/rest period will be given to employees mid-morning and mid-afternoon. If the employee is required to work during a normal break period he/she will be given a break period either before or after the normal break period.

**SECTION 4.7 LUNCH PERIODS:** The lunch period will be an uninterrupted period if possible. If these conditions cannot be met, the employee will be provided an amount of time equivalent to his/her normal lunch period. The employee, with supervisory approval, may choose to be compensated during or at the end of the normal workday. If an employee does not receive a lunch period that day, the employee will receive compensatory time equivalent to a normal lunch period.

**SECTION 4.8 CLEAN UP TIME:** The Employer agrees to allow employees who work with toxic or lubricant compounds a ten minute personal clean-up period prior to lunch and the end of the employee's work day.

## **ARTICLE 5 FLEXITOUR**

**SECTION 5.1 GENERAL:** Flexitour is a schedule in which an employee is allowed to select starting and stopping times within the flexible hours. Flexitour is established to provide technicians an opportunity for a measure of control of their hours of work by providing more than one voluntary work tour.

**SECTION 5.2 REQUESTS FOR FLEXITOUR:** Employees may request flexitour, subject to mission requirements and supervisor approval.

### **SECTION 5.3 CATEGORIES:**

a. There are three categories of consideration for flexitour:

(1) Emergency/Personal Hardship: Used for short periods of time when an emergency or personal hardship exists.

(2) Personal Needs: Priority placement based on a personal need for compelling reasons.

(3) Personal Convenience: Based solely on individual preference.

### **SECTION 5.4 PROCEDURES:**

a. Personnel will request flexitour during open season either the first two weeks of January or the first two weeks of July. Personnel requesting priority placement based on a compelling need may be required to document that need. Assignments will be effective the first pay period in February and August and will normally be for six months. Personnel authorized flexitour may choose to come off flexitour at any time, however, they may not be allowed back on flexitour until the next open season, except at the discretion of the first level supervisor. When a vacancy exists for flexitour, personnel denied flexitour earlier may be authorized to flex. When an emergency, personal hardship, or educational requirement exists, supervisors may authorize additional personnel to flex for short durations of time.

b. Supervisors may authorize flexitour based on urgency of need in the order stated in Section 5.3 above. Requests based on personal convenience will be ranked according to seniority and work center requirements. Personnel requesting a subsequent tour based on a personal need will be considered ahead of any requests based on personal convenience.

## **ARTICLE 6 LEAVES**

### **SECTION 6.1 GENERAL:**

a. Annual leave will be administered on a uniform and equitable basis. Annual leave which will be earned during the leave year and credited to an employee's leave account, including leave already accrued, may be granted at any time during the year. Normally a minimum of twenty five percent of employees in a functional work area may be granted leave at a given time. Maximum number of employees scheduled for leave on a given day will be controlled by mission requirements.

b. The employer will strive to provide early planning for a liberal leave policy in conjunction with the Thanksgiving, Christmas, and New Year holiday periods to give employees an opportunity to plan for leave use.

c. An employee may request annual leave, sick leave, or LWOP for a death of the employee's family member consistent with government-wide regulations.

### **SECTION 6.2 SCHEDULING ANNUAL LEAVE:**

a. Employees may request leave during each calendar year consistent with government wide regulations. The supervisor will endeavor to provide employees their desired leave period by seniority.

b. Insofar as practical, the Employer agrees to provide employees with the dates of all scheduled activities for the current leave year by the first working day in January of each year.

c. Employees will submit requests for periods of annual leave not later than 15 January of each year at which time the Employer will resolve conflicts and post the approved leave schedule not later than 1 February each year. When a conflict exists between employees of the same work section desiring the same leave period, the conflict will be decided by seniority. Leave changes between employees may be allowed by the Employer provided another employee's selection is not disturbed by the change. All requests for leave will be retained by the Employer. In the event that someone cancels their approved annual leave, the first option will be offered to individuals that were previously denied leave.

d. An employee may request specific periods of annual leave during the leave year which has not been previously scheduled. The supervisor will be notified at least thirty days in advance of the desired period of annual leave.

e. The employee's first line supervisor will be authorized to approve requests of unscheduled annual leave. Day to-day requests for annual leave will be given an answer as soon as practicable.

f. Employees requesting unscheduled periods of annual leave will notify their immediate supervisor at least one workday prior to the period requested. For unforeseen circumstances, employees will notify and request leave approval from their first line supervisor or his/her designated alternate supervisor by the start of the employee's scheduled shift or as soon as possible.

g. The Employer retains the right to approve or disapprove annual leave in accordance with law and government wide regulations.

h. An employee may cancel leave at any time; however, due consideration should be given to fellow employees who also wish to participate in leave during that same period. A ten day advance notice of a decision to cancel previously scheduled leave should be given to the supervisor concerned. In the last 119 days of the calendar year, an employee who is in a use or lose leave status may be restricted from canceling previously scheduled leave.

### **SECTION 6.3 SICK LEAVE:**

a. When unable to report to work due to illness or injury, the employee is responsible for notifying his/her first line supervisor or designated representative no later than forty five minutes after the duty day starts. If unable to contact either of these, they may contact a centralized point of contact. In cases where the employee's illness or injury precludes timely notification, notification will be made as soon as possible. Where absence for incapacitating illness or injury is known to be for a period of more than one day, it is the technician's responsibility to inform the first line supervisor or designated representative of the date on which they expect to return to duty unless the nature of the illness would prevent them from doing so. In this event, every effort will be made by the technician to notify his/her supervisor of the anticipated duration of their absence.

b. An employee's written statement of the reason for illness that exceeds three days may be accepted by the Employer in lieu of a doctor's certificate when the employee did not seek the services of a doctor. On the fourth day of such illness it will be the responsibility of the employee to notify their supervisor that they are still ill. It will be the responsibility of the supervisor at that time to inform the employee that a written statement will be accepted or that a doctor's certificate will be required.

c. An employee may be counseled on the improper use of sick leave if the supervisor feels that the employee is abusing sick leave privileges. The employee may be placed on an observation period of up to six months to monitor sick leave abuse. If during the observation period the supervisor feels that the suspected abuse has not been corrected, the supervisor may take appropriate action. The supervisor will notify the employee at end of the observation period as to whether the suspected abuse has been corrected.

**SECTION 6.4 FAMILY AND MEDICAL LEAVE:** Medical and Family leave will be administered in accordance with government wide regulations.

### **SECTION 6.5 MATERNITY LEAVE:**

a. Length of absences for maternity reasons will be determined by the employee, her physician and her supervisor. Leave will be granted under existing policies and government wide regulations . She may request in what order such absence will be recorded, i.e., sick leave, annual or LWOP.

b. Maternity light duty assignments will be made in accordance with article 8.

## **SECTION 6.6 CIVIC RESPONSIBILITIES:**

- a. An employee is entitled to court leave consistent with government wide regulations.
- b. When an employee is excused or released by the court for any day or substantial portion of a day, he/she will be expected to return to duty, travel time permitting.
- c. An employee who is a member of a community volunteer emergency service engaged in performing emergency service at the beginning of the duty tour will notify their supervisor upon receiving the request for assistance.
- d. Employees who volunteer as blood donors will normally be authorized a maximum of four hours of excused absence on the date of blood donation, insofar as scheduling of donors and mission requirements will allow. The employee cannot receive monetary compensation for the blood donation.

**ARTICLE 7**  
**VOLUNTARY PHYSICAL**  
**FITNESS PROGRAM**

**SECTION 7.1 PURPOSE:** To establish and implement a voluntary physical fitness program for Michigan Air National Guard Federal Technicians (dual and non-dual status) employees.

**SECTION 7.2 OPERATIONAL CONSIDERATIONS:** Supervisors will ensure that mission essential activities remain operational during normal duty hours. Mission accomplishment will take precedence over program participation. Supervisors are authorized to temporarily suspend participation in the program if required by the mission or exceptionally heavy workloads.

a. Education and safety is a must for program participation. A physical fitness program has both positive and negative considerations, especially for those with sedentary work environments or lifestyles. Proper physical conditioning can promote good health and add years to one's life. Physical exertions undertaken too quickly, too vigorously, or without proper instruction can be damaging and actually increase the risk of health complications.

b. Before starting an exercise program, it is critical that the individual be well-informed on proper nutrition, the fundamentals of physical conditioning, injury prevention, safety, and proper clothing. Employees' personal physicians can provide literature and stress tests, as well as advice on a fitness program to meet personal goals and physical abilities. Any costs must be borne by the employee.

c. Information on physical conditioning programs and procedures is found in military publications. These materials are available for review in unit libraries, facility or installation administration office, or on-line.

**SECTION 7.3 TIME ALLOTMENT:** Participants are permitted to perform three hours per week of duty time to participate in an individual fitness program; no more than one hour per duty-day. Scheduling must be worked out individually between supervisors and participating employees.

a. The time allotted includes time for travel and personal hygiene. If additional time is required for travel and/or hygiene, supervisors may make work hour adjustments, or may extend the duty day to compensate for the added time. The three hours authorized for physical training will not be deducted from rest or lunch periods.

b. Supervisors, on a case-by-case basis, may authorize exceptions to origination or termination points. Supervisors who exercise this option must have employees go directly to and from authorized destinations without deviating. This requirement is necessary to ensure accountability.

**SECTION 7.4 EXERCISE LIMITATIONS:** Limitations are placed on the types of exercises permitted in order to reduce the risk of injury and to ensure compliance with the intent of the program. The following limitations apply:

a. Supervisors must approve in writing exercise locations and times.

b. Contact sports are not permitted. The risk of incidental injury from competitive contact exceeds any potential fitness gain.

c. As a general rule, team sports are not permitted. The group competitive spirit encourages participants to push performance beyond their level of conditioning, endurance, and state of health. Supervisors, on a case-by-case basis, may approve individual competitions such as tennis, racquetball, handball, and similar individual competitions. Examples of typical programs are:

(1) A jogging or running program that originates and/or terminates at the work-site. Care should be taken in the selection of routes for jogging or running, taking into account terrain, traffic, and other environmental or safety considerations.

(2) Strength training program using equipment such as weights or Nautilus type machines. Equipment must be of commercial grade construction (not home fabricated).

(3) A bicycling program which originates and/or terminates at the work-site.

(4) Aerobic classes

d. Any exercise within the parameters of the above goals and limitations may be permitted.

e. Supervisors will use reasonable judgment in determining the appropriateness and scheduling of any sport or exercise program.

#### **SECTION 7.5 ADMINISTRATIVE REQUIREMENTS:**

a. Technicians are strongly encouraged to seek professional medical guidance and clearance prior to engaging in any new physical fitness regimen. Documentation of medical clearance to participate should be maintained in the employees private medical records. Any costs must be borne by the employee.

b. Equipment beyond that normally available at Michigan National Guard facilities will not be provided at the employer's expense. Individual clothing and equipment are the participant's responsibility.

#### **SECTION 7.6 RESPONSIBILITIES/LIABILITIES:** The following outlines responsibilities and liabilities which affect individuals participating in the program:

a. The program is voluntary and unsupervised. Employees are under no obligation to participate.

b. Physical exertion without proper physical conditioning can be physically damaging.

c. Participants are responsible for maintaining documentation of medical clearance in their private medical records.

**ARTICLE 8  
HEALTH AND SAFETY**

**SECTION 8.1 GENERAL:**

a. The Employer's primary responsibility as set forth in these provisions is to provide and maintain a safe and healthful work environment. The Association agrees to support the Employer's health and safety objectives by encouraging employees to work in a safe manner, assisting in the dissemination of safety and health information to the unit, and alerting the Employer to health or safety hazards arising in the work place in accordance with established reporting procedures.

b. The Employer and the Association will strive to meet their responsibilities as provided consistent with law and government wide regulations.

c. All employees will provide prior notification of visitors entering their work area to their supervisors. All tours or groups of individuals will be allowed access in accordance with local base policy.

d. The Employer agrees to provide and maintain clean and adequate lunch areas adjacent to work areas within funding and space limitations.

**SECTION 8.2 SAFETY COMMITTEE MEMBERSHIP:** The Association will be given the opportunity to provide a member or participate on official time when otherwise in duty status, during any safety meeting/survey to include those conducted by the employer.

**SECTION 8.3 WORK SITUATIONS:**

a. Each employee will be responsible for and encouraged to report unsafe practices or conditions as required by appropriate Air Force Occupational Safety and Health Standards (AFOSH).

b. When an employee feels that he/she is subject to conditions so severe that a short-term exposure would lead to imminent risk of death or serious bodily harm, the Employer, if he/she concurs, will grant the employee immediate relief from the imminent risk. If the Employer does not concur with the Employee, the Employee will immediately contact the base safety office for a decision on the matter. If the safety office agrees with the Employer, the Employee will perform said work. If the safety office cannot be contacted the assignment will be held in abeyance until the safety office is available for a decision. When such short-term exposure requires immediate resolution to a threat that would lead to imminent risk of death or serious bodily harm, and it is not possible to obtain Employer concurrence, the employee may, at their discretion, temporarily delay completion of the task and notify their supervisor or his or her designee.

c. The Employer will furnish all safety and environmental equipment and training required to perform the job properly, to include protection from the elements. Employees who fail to properly utilize available safety equipment may incur disciplinary action.

d. Appropriate arrangements for safe working conditions will be made when employees are required to work in any enclosed space under hazardous conditions or in a hazardous area.

- e. Employees operating machinery or equipment will do so in accordance with the provisions of government wide regulations and applicable agency guidance.
- f. The Employer recognizes the need to minimize the exposure of personnel to intense noise. Hazardous noise areas will be posted in accordance with current directives.
- g. No employee will be required to lift items or operate machinery or equipment which requires a physical exertion beyond the limits specified in applicable directives.
- h. Painting and use of hazardous solvents and/or sealants will not be performed in areas when other employees are working in these areas or adjacent affected areas, except for minor maintenance and touch-up painting. When polyurethane is used, areas may not be used by employees for other maintenance activities for at least six hours, unless air quality exceeds AFOSH standards.

#### **SECTION 8.4 SAFETY PUBLICATIONS:**

- a. Each major branch will have applicable safety manuals, directives, and regulations available to all employees.
- b. The Employer will post information in all work areas concerning the availability and location of first aid and emergency medical assistance. An ambulance, or the most suitable conveyance available, will be utilized to transport an injured employee to a doctor or a hospital when necessary.

**SECTION 8.5 SAFETY INSPECTIONS AND ACCIDENT INVESTIGATIONS:** The Employer will insure that there are adequate safety inspections of all areas occupied by employees as prescribed by applicable directives and regulations. The Employer will notify the Association of all scheduled inspections. The Association will be afforded the opportunity to accompany the inspectors.

#### **SECTION 8.6 MEDICAL SURVEILLANCE PROGRAM:**

- a. Employees that suffer work related injuries or illnesses will immediately report the incident to their supervisor. The employee will be counseled by the Employer on Worker's Compensation and other available options. The Employer will make every effort to expedite actions to provide timely settlements.
- b. An injured employee returning to work with a medical certificate verifying that the employee is able to work with restrictions will be considered for light duty provided such work is available. The employee may be directed to the Employer's physician prior to the Employer making a light duty assignment decision.

#### **SECTION 8.7 TOBACCO POLICY:**

- a. The Employer will maintain a smoke free work environment in all buildings and work areas. Smoking tobacco will be limited to designated areas outside of buildings and work areas.

b. Employees who wish to smoke during the duty day may do so in the designated areas outside of buildings and work areas. This time is considered break time and will not exceed the time allocated for the twice daily breaks.

c. Designated smoking areas will be cleaned of smoking debris by those that use the area.

#### **SECTION 8.8 HEAT AND COLD EXTREMES:**

a. The Employer and the Association will monitor extreme weather and environmental conditions. Base closings will be publicized in accordance with local base procedures.

b. Activities in exposed areas of extreme weather conditions will be in accordance with applicable equivalent (wind chill) temperature charts in government wide regulations and current agency guidance.

c. The Employer and Association recognize the hazards of working in extreme cold and at the same time acknowledge the necessity for accomplishing certain tasks, to varying extents, even in the most extreme temperatures.

d. The Employer acknowledges that there are certain cold factors beyond which employees are incapable of performing sustained work. Under routine conditions employees will cease outside work when the wind chill is -25 degrees F or colder, with the exception of aircraft launches in progress, aircraft recoveries, aircraft sheltering, and situations beyond the Employer's control, such as commercial deliveries.

e. A monitor assigned to maintenance control will be designated at each unit to monitor the wind chill factor. An assessment will be made on the hour to determine the wind chill factor. This assessment will be valid until the next hourly reading.

f. At Selfridge, the wind chill factor will be obtained from the Base Weather Station via telephone or the base-wide notification system. At Battle Creek the temperature and wind velocity will be obtained from the FAA tower. The Kalamazoo tower will be used in the event that the Battle Creek Tower is inoperative. If a gust condition exists, one-half of the gust factor will be used to determine the wind chill. For example, if the wind velocity is 10 knots gusting to 19 knots, 15 knots will be used. Reported peak gusts will not be used.

g. A designated Association official may verify the hourly readings if they have reason to doubt the accuracy of the figures provided.

**SECTION 8.9 WORK AREA CLEAN UP:** Duties relating to the cleaning of work centers or offices will be assigned to employees in those areas on a fair and equitable basis. Such duties will not normally be assigned to employees when equivalent services are provided by a janitorial staff. All employees will share in the responsibility for the occasional cooperative area clean-up of unit facilities.

**ARTICLE 9**  
**ENVIRONMENTAL DIFFERENTIAL PAY (EDP)**  
**AND HAZARDOUS DUTY PAY (HDP)**

**SECTION 9.1 POLICY:** Environmental Differential Pay (EDP ) will be administered IAW government wide regulations and applicable agency guidance. Negotiability of individual situations will be reviewed IAW government wide regulations and applicable agency guidance. The Association will be afforded equal representation and voting privileges on all local and state Air EDP related committees.

**ARTICLE 10**  
**PERFORMANCE APPRAISAL SYSTEM**

**SECTION 10.1 GENERAL:**

a. This article addresses the performance appraisal system as it applies to bargaining unit members.

(1) Performance appraisals IAW government wide regulations and current Bargaining Unit Contract.

(2) Performance ratings will be simultaneously signed and dated. Signing by the employee acknowledges the rating but does not necessarily indicate concurrence.

(3) After the appraisal rating has been signed, there will be no subsequent changes made without review of the employee and supervisor.

**SECTION 10.2 RATING:**

a. Ratings will be conducted as follows:

(1) The Annual appraisal cycle will be 01 November – 31 October for all technicians. Exceptions will apply to technicians requiring an off-cycle appraisal due to position change, change in performance standards, etc.

(2) One or more formal interim performance review shall be conducted between supervisors and employees during the rating period. At least one interim performance review shall be prepared and documented during the appraisal period (normally between the fifth and seventh month).

**SECTION 10.3 APPEALS:**

a. The system will provide for an appeal in accordance with government wide regulations with the following chronological criteria:

(1) Once an appeal has been filed, the supervisory chain of command review or appeals board proceeding will be conducted within 60 work days with a decision being rendered within 30 days of the review or proceedings (whichever is applicable).

(2) The system will include the following address for submitting appeal information:

The Adjutant General of Michigan  
State Review and Appeal Board (NGMI-HRO)  
3423 N. Martin Luther King Blvd.  
Lansing, MI 48906

**ARTICLE 11  
MERIT PROMOTION AND  
PLACEMENT OPPORTUNITIES**

**SECTION 11.1 GENERAL:**

a. This section outlines procedures for providing upward mobility for bargaining unit employees by ensuring they receive full consideration for bargaining unit position vacancies for which they qualify.

b. The terms of this Article will apply to the following placement actions within the bargaining unit;

(1) Filling a position by promotion.

(2) Filling a position with known promotion potential by reassignment, transfer, or reinstatement.

(3) Filling a position when applicants other than tenure I and II National Guard employees are to be considered.

(4) Filling a position by lateral reassignment.

**SECTION 11.2 VACANCY ANNOUNCEMENTS:**

a. Vacancy announcements will be advertised in a Technician Position Notice which will be prepared by the HRO and posted electronically to the Internet. The Labor Organization and each operational location will receive electronic copies of announcements, for posting in a central location, preferably on bulletin boards. At a minimum the position notice will contain the following:

(1) Who may apply.

(2) Position title, series, grade, salary, and location.

(3) Opening and closing dates of position notice.

(4) Equal Employment Opportunity statement.

b. Minimum qualification requirements will be as indicated in the published NGB minimum qualification requirements for Dual Status positions, or the OPM qualification standards for Non Dual Status positions.

c. Opening and closing dates for acceptance of applications for a posted vacancy will be consistent with government wide regulations and applicable agency guidance. All applications must be submitted in accordance with USA staffing guidelines.

d. Separate applications must be submitted for each position applied for. The applicant must clearly state the position for which applying.

**SECTION 11.3 AREAS OF CONSIDERATION:**

- a. Area 1: Open to on-board permanent technicians of the MIARNG or MIANG (Tenure I or Tenure II status). A further restriction may be imposed with regard to Non Dual Status Allocations (i.e. Air or Army).
- b. Area 2: Open to current military members of the Michigan Air or Army National Guard.
- c. Area 3: Open to those eligible for enlistment / commission in the Michigan Air or Army National Guard.
- d. A further restriction in area/size may be imposed when manning within organizations or functional areas is at the authorized maximum level and manning funding limitations do not permit additional technicians within such organizations or functional areas.
- e. Dual Bid: When positions are announced using this method they will be processed in accordance with the terms of this agreement.

**SECTION 11.4 REFERRAL OF CANDIDATES:** Following the evaluation of candidates, the HRO will refer candidates meeting minimum qualifications to the interview / selection board IAW section 11.6 and will provide related selection certificates to the Labor Organization.

**SECTION 11.5 INTERVIEW / SELECTION BOARD COMPOSITION AND PROCESS:** Selection board process will be conducted IAW enclosure A.

**SECTION 11.6 MERIT CONSIDERATION:**

- a. Upon receipt of Area 1 selection certificate(s), all Area 1 (merit) candidates must be interviewed by the selection board first prior to requesting Area 2 or Area 3 selection certificates (if applicable), IAW the procedures in Enclosure A.
- b. Upon completion of all Area 1 candidate interviews the selecting official will notify the HRO in writing (or electronic equivalent) that all Area 1 candidates have been interviewed and provided merit consideration.
- c. Upon receipt of confirmation of Area 1 candidate interviews, the HRO will release Area 2 and Area 3 (if applicable) selection certificates to the selecting official.
- d. Locally developed decision-making tools such as a matrix, will be used to assist selection boards with validation of the OML.

**SECTION 11.7 POST AUDIT:** The Employer, upon request, will submit to the Labor Organization all material utilized in assessing the qualifications of the eligible candidates in the grieved promotion action. The Employer will redact all personally identifiable information (PII) for each eligible candidate to maintain confidentiality. Confidentiality of the promotion materials will be maintained by the Labor Organization.

## **SECTION 11.8 PRIORITY PLACEMENT:**

a. During the initial two year period of "grade retention", priority placement will be accomplished when any employment openings are available at the employee's previous grade provided he/she is otherwise qualified for the position. Priority placement will be made from a roster of "grade retention" eligibles.

b. Downgraded employees under grade retention who refuse priority placement for a position outside a reasonable commuting distance will not lose their grade retention status.

## **SECTION 11.9 FILLING LOWER GRADED POSITIONS:**

a. Applicants for Federal Wage and General Schedule positions must qualify for positions at the grade levels in which they are advertised. However, for positions advertised at multiple grades, an applicant may fill a position at a lower grade than the targeted grade, and may be promoted to the intermediate and/or fully authorized grade after the employee has met the applicable qualification requirements.

b. Non-dual status technicians who fill positions at a lower grade must meet OPM "time-in-grade" requirements and the OPM Qualification Standards prior to promotion consideration to the next higher grade(s).

## **SECTION 11.10 DETAILS, PROMOTIONS, REASSIGNMENTS:**

a. Details may be made in intervals of up to 119 days. To detail an employee for ten workdays or more, the supervisor must submit an SF 52, Request for Personnel Action, to the HRO in advance of the action.

b. Competitive procedures must be used for temporary promotion of an employee over 119 days.

c. An employee may be promoted without competition when the position occupied is upgraded through classification.

d. Although competitive procedures are encouraged for filling vacancies, employee lateral reassignments may be done IAW agency applicable guidance.

**ARTICLE 12  
POSITION DESCRIPTION  
AND CLASSIFICATION**

**SECTION 12.1 ASSOCIATION RECOMMENDATIONS:** The Association may make recommendations and present supporting evidence concerning the adequacy and equity of a standardized position description or position classification standard. The Employer agrees to review the presentation and advise the Association of the results of the review.

**SECTION 12.2 NOTICE OF CHANGE IN POSITION DESCRIPTIONS:** The Employer agrees to inform the Association as soon as possible when significant changes will be made in the duties and responsibilities of positions held by employees due to reorganization or when changes in position classification standards could result in classification changes or when changes will be made in position classification standards.

**SECTION 12.3 APPEALS:**

a. Employees will have the right to appeal the classification of the position for which officially hired, in accordance with applicable laws and regulations.

b. Employees will be informed of all rights regarding appeal upon notification that their position will undergo a classification downgrade. The Association may assist employees with their classification appeal.

c. For bargaining unit positions, notice of downgrading will be given to the Association prior to implementation.

**SECTION 12.4 REVIEW OF POSITION DESCRIPTIONS:**

a. We recognize the importance of true, complete, and current Position Descriptions. Employees have the right to:

(1). Review annually their Position Description in conjunction with the formal performance review.

(2). Receive a legible, current, and complete copy of their Position Description.

(3). Employees have the right to challenge their Position Description for validity of content when the employee feels the Position Description does not truly reflect the duties of the position.

(4). It is understood that Position Descriptions are not all inclusive of the duties associated with the position. The phrase, "other duties as assigned," in the position description will be interpreted in accordance with applicable agency guidance. In order to help clarify the statement contained in position descriptions "Performs other duties as assigned", the following information is provided.

(a) The reason for requiring the statement "performs other duties as assigned" on all job descriptions is to establish the principle that the assignment of duties to technicians is not limited by the contents of the job description.

(b) Neither the listing of duties in a position nor the inclusion or omission of a statement regarding the performance of other duties affects the authority of the Employer to assign duties to a technician. If any “other duties” should be assigned with such frequency as to meet the definition of major duties, the job description must be revised.

(c) It is perfectly reasonable to assign additional like duties when necessary, but unreasonable to assign tasks beyond the Employee’s qualifications. In unusual or emergency situations, duties which might not be reasonably related to a technician’s position may have to be assigned. What may be acceptable practice in one situation may be unacceptable in another situation.

(d) Except as required by special circumstances, emergencies, or when understood as customary, supervisors should avoid assigning to technicians additional or incidental duties which are inappropriate to their positions and qualifications.

(5). Assignment of additional duties should be on a fair and equitable basis.

**ARTICLE 13  
TRAVEL AND  
TEMPORARY DUTY**

**SECTION 13.1 TECHNICIAN TEMPORARY DUTY (TDY):** The Employer understands that certain circumstances associated with TDY may cause personal or financial hardship with employees. Prior to TDY, an employee, upon request, may be released from a TDY assignment if a qualified replacement is available.

**SECTION 13.2 TRAVEL:**

- a. Employees will normally be scheduled for official travel during the employee's normal duty hours. Employer directed travel time outside of the employee's normal work-hours will be compensated with compensatory time, except as excluded by statute.
- b. Employee travel will be consistent with the Joint Federal Travel Regulation (JFTR).
- c. Employee travel orders will be requested and processed consistent with provisions of the Defense Travel System (DTS)

**SECTION 13.3 SENIORITY LIST FOR TEMPORARY DUTY (TDY):**

- a. Each work unit will maintain a seniority list for TDY. When an employee has participated in or has been offered and refused participation in a TDY, the employee will be rotated to the bottom of the list until all employees in the work unit have been offered participation. The effect of the aforementioned is to ensure fair and equitable assignments to TDYs.
- b. Seniority selection does not apply to assignments for conferences and assigned additional duties. Seniority selection will apply when all other considerations are equal. Participation in these type assignments does not relieve the employee of the responsibility to participate in TDYs.

**ARTICLE 14**  
**WAGE SURVEYS**

**14.1 GENERAL:** A representative of the Association will be granted administrative leave to present testimony/information at meetings scheduled by the local wage survey committee. The Employer will notify the Association as soon as practical when information is received that higher authority has directed the start of an official wage survey in the area. When the wage survey lead agency requests the Agency to participate in the wage survey, the Employer will notify the Association who will nominate Association representative(s) for appointment to the wage survey data collection team. The number of personnel to be appointed to the data collection team will be determined by the lead agency. However, the Employer agrees to appoint at least one representative of the Association to the team. The Employer agrees to furnish at the request of the lead agency, wage survey supportive data needed to identify the numbers and classes of technicians covered by the survey. Copies of such data will be provided to the Association.

**ARTICLE 15**  
**CONTRACTING OUT**

**15.1 GENERAL:** In the event of a local proposal to contract out, the Employer will notify the Association. Impact and Implementation (I&I) Bargaining will be completed prior to implementation.

**ARTICLE 16  
REDUCTION IN FORCE  
AND FURLOUGHS**

**SECTION 16.1 GENERAL:**

- a. The Adjutant General is responsible for implementing a reduction in force (RIF), IAW government wide regulations and current agency guidance.
- b. The Employer agrees to notify the Association of the need or possibility of a Reduction In Force (RIF) as soon as practical. Upon request the Employer will bargain on negotiable proposals with the Labor Organization.
- c. Prior to any reduction-in-force, the Employer will consider use of all management options to avoid or minimize the impact of a RIF.

**SECTION 16.2 PROCEDURES:**

- a. Procedures relating to reduction in force will be consistent with law and government wide regulations. Retention registers will be established in accordance with government wide regulations and negotiated RIF procedures.
- b. Supervisory positions will not be placed in the same competitive level as non-supervisory positions.
- c. No bargaining unit employee will rate another employee that they may compete with in a RIF.
- d. Voluntary retirements and/or early out incentives may be offered IAW agency and DoD policy.

**SECTION 16.3 JOB FAIRS AND OUTPLACEMENT SERVICES:** The Employer agrees to sponsor job fairs to aid in the placement of separated employees due to RIF actions causing termination of employment so long as the action affects a significant number of employees. As soon as possible after affected employees have received notice of a RIF action, the Employer will provide outplacement assistance in the form of employment counseling and registration for the types of positions and grade levels for which the affected employees are qualified, available, and eligible for consideration under governing regulations. Affected employees attending Agency sponsored job fairs during work hours will not be charged leave.

**SECTION 16.4 REEMPLOYMENT PRIORITY LIST:** The Employer will maintain a Reemployment Priority List (RPL) for two years after employees have been released during a RIF. When a position becomes available, former technicians who meet the qualification requirements of the position to be filled will be referred to the Selecting Official before a technician vacancy announcement is prepared. The technician will be responsible for maintaining a current address with the Human Resource Office (HRO) in Lansing, Michigan.

**SECTION 16.5 FURLOUGHS:** Furloughs of thirty days or less are authorized IAW current agency guidance. In the event the Employer determines a need to furlough employees for thirty days or less because of budgetary reasons and/or for some unforeseen circumstances, the Employer will provide the Association reasonable advance notification. Furloughs in excess of thirty days will be accomplished in accordance with current agency guidance.

**ARTICLE 17**  
**TECHNICIAN DRESS AND APPEARANCE STANDARDS**

**SECTION 17.1 GENERAL:**

a. The Employer will provide uniforms to enlisted service members in the quantities authorized by applicable service regulations. The Employer will provide a direct exchange program for worn, torn or soiled clothing, which occurs as a result of wear and tear, and which is in too bad a condition to be rendered clean and presentable in the performance of day to day activities. It will be each individual Technician's responsibility to ensure that unserviceable uniforms are turned over to the unit/activity, in such a manner to preclude not having sufficient uniforms for daily performance.

b. Uniforms will be properly worn IAW applicable law and military service regulations issued by the Employer to enlisted Technician personnel, ready to wear, with all appropriate accouterments and any other required items, properly sewn on. To the extent allowed by law and regulation, the Employer will allow its resources to be utilized to affix uniform accouterments to the extent those resources are otherwise available and not being used.

c. Mechanic's coveralls are authorized and will be worn IAW local policy. The use of these coveralls is highly encouraged to protect the duty uniform from excessive stains and damages. The replacement procedures are done IAW local policy.

d. The approved attire for Non Dual Status employees who perform their duties in an administrative capacity will present a business like appearance.

**ARTICLE 18**  
**GRIEVANCE PROCEDURES**

**SECTION 18.1 GENERAL:**

a. The Employer and the Association recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in an orderly manner. To accomplish this, every effort will be made to settle grievances expeditiously at the supervisory level nearest their source. When two or more technicians wish to file a grievance on the same issue, a class action grievance (a single grievance) may be prepared and will be signed by each individual technician affected and will be submitted at step one of the grievance procedure.

b. Employees are assured that they may present grievances without fear of restraint, coercion, discrimination, or reprisal.

c. The Association has the right, on its own behalf or on behalf of any employee in the unit, to present and process a grievance under the terms of this Article. Employees have the right to present a grievance on their own behalf; however, an Association representative has the right to be present during the processing and proceedings of such grievances. In the event it is mutually determined the resolution responsibility for a grievance is at a specific higher level of the grievance procedure, intermediate steps may be by-passed by mutual agreement for the initial presentation; however, an informational copy of the written grievance will be forwarded without delay to all intervening steps.

d. Copies of reports of decisions, findings, and/or recommendations, whenever prepared, will be furnished to the aggrieved employee.

e. A grievance is:

(1) Any complaint by any employee concerning any matter relating to the employment of the employee;

(2) Any complaint by the Association concerning any matter relating to the employment of any employee; or

(3) by any employee, the Association, or the Employer concerning:

(a) The effect or interpretation, or a claim of breach of the terms of this agreement; or

(b) Any claimed violation, misinterpretation, or application of any law, rule, or regulation affecting conditions of employment.

f. Grievance on the following matters are specifically excluded from the application on these negotiated procedures:

(1) Any claimed violation of Subchapter III of Chapter 73 of Title 5 (relating to prohibited political activities).

(2) Retirement, life insurance, or health insurance

(3) A suspension or removal under Section 7532 of Title 5

- (4) Any examination, certification, or appointment
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee.
- (6) Actions covered by the statutory appeals procedure in Section 709, Title 32 USC.
- (7) Termination of a trial period/probationary employee.
- (8) Performance Appraisal Ratings

**SECTION 18.2 REPRESENTATION:** Employees may be accompanied, represented, or advised by representatives of their own choosing in presenting their grievance under the negotiated grievance procedure provided such representatives are approved by the Association.

**SECTION 18.3 GRIEVANCE PROCEDURES:** This grievance procedure will be the sole procedure for all employees with the exception that 32 USC 709(f)(1)-(5) adverse action cases and exclusions listed above are not subject to the negotiated grievance procedure. Disagreements between the Association and the Employer on questions of whether a grievance is over a matter that is covered by the grievance procedure will be referred to an arbitrator for a decision.

It is agreed that settling of problems may be accomplished verbally before becoming formal. At this informal stage, the employee and the representative will meet with the supervisor/manager concerned and an attempt will be made to resolve the issue(s) that caused the grievance.

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

Step 1 - The grievance will be presented by an employee, their Labor organization representative, or both, informally and orally to the next line supervisor above the supervisor who allegedly caused the issue being grieved. An information copy of the grievance will be forwarded to the HRO Labor Relations Branch at each step in the process. The grievance and information will be discussed at the time of presentation of the grievance. The management official will provide a determination of settlement, in writing, to the individual, the labor organization and HRO Labor Relations Branch within seven (7) calendar days.

Step 2. If the grievance is not resolved it will be submitted to the next line supervisor.. The next line supervisor will review all materials submitted by the grievant and by all supervisors involved. The next line supervisor may call for an interview of the grievant accompanied by the employee's representative, the grievant's peers, or any supervisors involved to determine the proper resolution of the grievance. The next line supervisor will respond not later than seven (7) calendar days from receipt of the grievance.

Step 3. If the grievance is not resolved by the next line supervisor, the employee and/or the employee's representative may submit the grievance through all remaining levels of technician supervision at the Base level. At each level of the supervisory chain a response will be provided not later than seven (7) calendar days from the receipt of the grievance.

Step 4. If the grievance is not resolved at the Base level, the employee and/or the employee's representative may, within seven (7) calendar days, submit the grievance to the Adjutant General. The Adjutant General will provide a response to the grievance within eleven (11) calendar days of receipt.

Step 5. Should the Adjutant General render an unfavorable decision in the matter and it is determined by the Association that the services of an arbitrator will be required, the Association will contact the arbitrators selected by the parties within seven (7) calendar days after receipt of the response from TAG. The arbitrator who submits the earliest date convenient to the parties will be selected and so notified.

**SECTION 18.4 TIME LIMITS:**

a. A reasonable amount of time, without loss of pay, will be granted employees for the presentation of grievances.

b. A grievance may be presented concerning a continuing practice or condition at any time, but a grievance concerning a particular act or occurrence must be presented within a reasonable time after the act or occurrence.

**ARTICLE 19**  
**ARBITRATION PROCEDURES**

**SECTION 19.1 POLICY:**

- a. Arbitration may be used to settle unresolved grievances.
- b. Only the labor organization or the agency may invoke the provisions of this section.
- c. If either party questions the arbitrability of a matter because of alleged conflicts with applicable existing law or circumstance(s), the arbitrator will simultaneously hear the question of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of arbitrability and when applicable, the subsequent question(s) on the merits of the case.

**SECTION 19.2 PROCEDURES:**

- a. When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent. Within Ten (10) working days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike (the requesting party will strike first) the names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days the parties may select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.
- b. If the chosen arbitrator cannot hear the case within thirty (30) days t the parties are allowed to select from the remaining names on the list or the requesting party may request a list of seven additional names.

**SECTION 19.3 - PAYMENT OF FEES:** Expenses incurred for the arbitration will be shared equally by the agency and the labor organization.

**SECTION 19.4 DATE AND LOCATION:** The arbitrator will determine the date and location of the hearing.

**SECTION 19-5 FLRA EXCEPTIONS:** The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later than thirty (30) days from the date the award is served on the parties. The date of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award will be final, binding and effective on the thirty first (31st) day.

**SECTION 19-6 COMPLIANCE:** Certificate of compliance with the decision of the arbitrator, to include corrective action where appropriate, will be provided to the other party as soon as practical.

**ARTICLE 20**  
**UNFAIR LABOR PRACTICES**

**SECTION 20.1 GENERAL**

a. Before a party to this agreement files an Unfair Labor Practice (ULP) charge, an informal written notice of intent to file will be served on the party alleged to have committed the ULP. This notice will initiate a period to resolve the charge in an informal setting before referring the charge to the Federal Labor Relations Authority (FLRA).

b. The two parties will meet to explore settlement on the issue within fifteen (15) calendar days of the informal notice.

c. If the issue is not resolved to the satisfaction of the charging party, it may be filed with the FLRA in accordance with 5 USC 7118.

**ARTICLE 21**  
**DISCIPLINE AND ADVERSE ACTIONS**

**SECTION 21.1 GENERAL:** In order to be effective, constructive discipline must be timely and in most instances progressive. The Employer will administer disciplinary and adverse actions in accordance with government wide regulations and current agency guidance. This article applies to matters of conduct. Actions that relate to performance are covered by Article 10. The parties agree that discipline and adverse actions will be based on just cause and be consistently applied equitably and promote the efficiency of the Federal Service. Supervisors are not permitted to use discipline or adverse action as a mechanism for harassment.

**SECTION 21.2 REPRESENTATION:** If a Technician believes that a formal discussion with a supervisor may lead to disciplinary or adverse action, the Technician has a right to exercise his/her Weingarten right. If a Technician requests representation, no further questioning will take place until the Technician's representative is present, unless the Technician subsequently waives, in writing, any representation. It is understood that a representative must be made available within a reasonable amount of time. The Employer will annually notify the employees of their Weingarten rights. New employees will receive information regarding their statutory rights to Association representation during the employee's new hire orientation

**SECTION 21.3 NON-DISCIPLINARY, DISCIPLINARY AND ADVERSE ACTIONS**

- a. There are a variety of options available to resolve issues/situations involving technicians. Government wide regulations and agency applicable guidance provide a range of personnel actions available to address these situations.
- b. A logical progressive sequence for correcting inappropriate action/behavior would include: verbal counseling; written admonition; letter of reprimand (LOR); suspension, etc. It is recognized that circumstances may exist where progressive discipline may not be appropriate. Douglas factors will be considered for any non disciplinary and disciplinary action to include an adverse action.
- c. Disciplinary action should be initiated within a reasonable time period after learning of the incident(s).

**SECTION 21.4 DOCUMENTATION:**

- a. In any disciplinary or adverse action, an employee will be furnished a copy of all written documents in the employee's files which contain evidence used by the Employer for a decision. The employee will be given a copy of the employer's adverse action appeal file maintained at HRO.
- b. No written comments will be made in an employee's files or time card without the employee being notified. Unofficial documentation will not be maintained in the supervisor file.

**SECTION 21.5 GRIEVABILITY:** An employee dissatisfied with the Employer's decision on a disciplinary action may file a grievance under the terms of this agreement.

**SECTION 21.6 EMPLOYEE RESPONSE:** In all cases of proposed adverse action, the employee will be given written notice of the specific charges that form the basis for the proposed adverse action fifteen calendar days in advance of the action. The employee will be given the opportunity to respond orally and/or in writing to the charges prior to issuance of an original decision on the charges. The response may include written statements of persons having relevant information concerning the charges. The Association may provide for a verbatim transcript of the oral reply.

**SECTION 21.7 APPEALS:** Adverse action appeals will be filed in accordance with government wide regulations and agency applicable guidance.

**ARTICLE 22**  
**VOLUNTARY ALLOTMENT**  
**OF ASSOCIATION DUES**

**SECTION 22.1 - DEFINITIONS:**

- a. Employee: A person hired by the Adjutant General as an employee of the Department of the Air Force under the provisions of 32 USC, Section 709
- b. Eligible Employee: A technician in the unit in which the Association has been accorded exclusive recognition and whose net salary after legal and required deductions is regularly sufficient to cover the amount of the authorized allotment.
- c. Dues: The amount of dues will be computed as set by ACT National.
- d. Payroll Office: The activities at Selfridge ANGB and Battle Creek ANGB charged with the preparation of payrolls for technicians.

**SECTION 22.2 THE ASSOCIATION IS RESPONSIBLE FOR:**

- a. Purchasing Standard Form 1187, "Request for Payroll Deductions of Labor Organization Dues".
- b. Distribution of SF 1187 to its members.
- c. Educating eligible employees during non-working hours as to the program for allotment of dues, its voluntary nature, and the availability and use of the SF 1187.
- d. Educating eligible employees during non-working hours as to the procedure to revoking the allotment of dues. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. After the first anniversary of the allotment, Technicians shall only be allowed to voluntarily revoke their allotment at the established anniversary date of 1 September. Termination of dues withholding will become effective the first full pay period beginning on or after 1 September. It is the Technician's responsibility to ensure the written revocation is received in the appropriate payroll office not later than 1 September to be considered.
- e. Certification of SF 1187 completed by an eligible employee as to the amount of the dues.
- f. Refunding any unauthorized deductions or excess payments.
- g. Delivery of completed SF 1187 to the payroll office.
- h. Immediate notification to the payroll office when a member is expelled or suspended.
- i. Notification to the payroll office of any change in the specific officer of the Association to receive remittance of dues.

j. Certification from the State Council Secretary/Treasurer of ACT to the payroll office that the percentage amount of dues is changed. This will not occur more frequently than once every twelve months and will be effective the first pay period after the receipt of the notification by the payroll office.

k. The dues of a member will change when a member's basic rate of pay changes and will be effective the second pay period following the salary changes.

### **SECTION 22.3 THE EMPLOYER IS RESPONSIBLE FOR:**

a. Ensuring that payroll deductions are accomplished beginning the second pay period after the properly completed and certified SF 1187 has been received by the payroll office. When an employee is in non-pay status for an entire pay period or the amount of pay due is insufficient to cover the allotment, no deduction will be made from future pay to cover past amounts. Payment of dues in such cases will be based on arrangements made between the Association and the employee without recourse to the payroll office.

b. Insuring that remittance of dues and a listing showing the payroll period, names of payees, and amounts withheld are forwarded to the designated official of the Association on a bi-weekly basis by the payroll office.

c. Making available and distributing SF 1188, "Revocation of Voluntary Authorization of Allotment of Compensation for Payment of Employee Organization Dues."

d. Ensuring that the Association is notified by the Payroll section of any revocation within a ten work day period after receipt of a properly executed SF 1188.

e. The Employer is responsible for ensuring SF 1187 is available for current Association members transferring between payroll offices to re-enroll in the Association at their new location if they so desire.

f. SF-50's reverting temporarily promoted Association members from supervisory positions back to the bargaining unit will include a statement reinstating the employee's Association dues withholding. Local base finance offices will verify membership status prior to the temporary promotion and will place them in their original status.

**ARTICLE 23**  
**TERMS OF AGREEMENT**

**SECTION 23.1 AGREEMENT DURATION:** This agreement will remain in effect for three years and will terminate at any time it is determined that the Association is no longer entitled to Exclusive Recognition under the Civil Service Reform Act.

**SECTION 23.2 NEGOTIATING A NEW AGREEMENT:**

a. If neither party requests renegotiations of this agreement by the 180th day prior to expiration, the contract will automatically be renewed for a period of three years.

b. If renegotiation has been requested and the parties are unable to complete the agreement by the termination date, the agreement will be extended, in its entirety.

**SECTION 23.3 AGREEMENT AMENDMENT:** It is mutually agreed that in an effort to maintain an effective Agreement, the Employer or the Association may reopen this Agreement any time the need is identified by notifying the other party in writing of the need to reopen and the issue to be addressed. The date, time, and location will be mutually agreed upon.

**ENCLOSURE A**  
**SELECTION BOARD PROCEDURES**

**1. Composition** A Technician Selection Board will consist of, at a minimum, three individuals, (one of which may be the selecting official). Selection board members will be designated by the selecting official and meet the following criteria:

- a. Members will conduct a board that is fair and impartial. It is highly recommended that at least one member of the selection board be equal to or higher than the grade of the position being hired when possible (i.e. GS-11 and above for an advertised GS-11 position).
- b. In order to properly evaluate the level of candidate's qualifications, selection board members must have a working knowledge and be familiar with the duties and responsibilities of the position being filled.
- c. Selection board members should be volunteers and it is recommended that at least one should be a member of the board where the vacancy exists. Board members should be part of the full-time workforce and occupy positions which are not considered temporary in nature (i.e. contract employees).

**2. Conducting the interviews and selection:** Selection boards will conduct technician hiring interviews and selection in accordance with the following:

- a. All candidates certified to the selecting official must be given the opportunity for an interview before a selection is made. For candidates outside the commuting area or unavailable for a personal appearance interview, interviews may be conducted over the phone. If an applicant cannot be contacted, then the selecting official must document his/her attempts to contact the candidate for the interview. Applicants who were not available for an interview (after attempting to contact the individual for 7 calendar days in accordance with the State Merit Placement Regulation), will not receive retroactive consideration. Exception: For individuals mobilized in support of contingency operations, the interview will be waived if the mobilized candidate cannot be contacted, and they will still be considered for the position, based on their application only.
- b. **Only job related interview questions, developed from the job announcement, position description, knowledge, skills and abilities (KSAs), may be asked.** All candidates must be asked the same questions, in the same order, and by the same person. Follow on questions may be asked for clarification. For leader positions, you may also include questions that help you determine what sort of leadership or operating style the applicant will bring to the work place.
- c. The board will recommend a selection to the selecting official based on a combination of factors to include qualifications and the interview process. Board members will provide a consolidated order of merit list (OML) to the selecting official. Selecting official is the only person authorized to make the final selection based upon the order of merit list (OML).
- d. Locally developed tools should be included in the selection package when forwarded for approval.

- e. Selections or requests for further areas of consideration (if applicable) must take place within 30 calendar days from the issuance of each certificate of eligibles unless a justified written request is approved by the Human Resource Office.

3. **Selection justification and order of merit list (OML)** The selection board will prepare the OML for the selecting official's signature. The selection board will record the ranking of eligible candidates, based on the board proceedings, and will place no more than the top three ranking candidates on the OML. For advertisements with multiple positions being filled, an OML may be submitted for each position being filled. The selecting official will use the order of merit ranking to determine who will be offered the position in the listed ranking order (i.e. 1, 2, 3). Selection board members must also provide a written justification for each candidate listed on the OML which includes the following:

- a. Specific reason the selectee was chosen over the other qualified candidates.
- b. Any special knowledge the selectee brings to the position.
- c. Job knowledge the selectee possesses demonstrated on resume or gained through the interview process.
- d. Why the selected individual would be a good fit for the job.

4. **Selection package closeout** Upon completion of the proceedings:

- a. The technician selection justification and order of merit list (OML) will be prepared.
- b. Selecting officials must route and submit the following to the State Human Resource Office (through their chain of command):
  - 1. Signed Selection Certificate
  - 2. Selection memorandum and Order of Merit List (OML)
  - 3. Locally developed decision-making tool (i.e. matrix), if used
  - 4. Signed statements of agreement for each board member
  - 5. Standard Form (SF) 52 for each technician selectee

**All of the above must be routed through all appropriate levels and scanned and emailed to:**

**Human Resource Office  
Attention: Staffing**

- c. The Adjutant General's designated representatives are the Assistant Adjutant General for Army, the Assistant Adjutant General for Air, the Human Resource Officer (HRO) or their designated representatives. The Adjutant General's designated representatives will approve or disapprove all selections.
- d. Public announcement or individual disclosure of the selection will not be made prior to the final approval of the board recommendation through HRO-TM. HRO will notify selecting officials of the selection approval and will notify all non-selectees upon selectee's acceptance of the position.

## GLOSSARY

**AFOSH:** Air Force Occupational Safety and Health.

**Agreement:** Negotiated contract.

**Association official/representative:** A duly recognized representative of a local or state council; such persons include shop stewards, alternate stewards, all members of local chapter executive boards, and all members of State Council Executive Boards. Also, to include duly appointed replacements for above positions and duly appointed labor/management committee members.

**C.F.R.:** Code of Federal Regulations

**Employer:** The Adjutant General of Michigan, and his representatives to include all supervisors.

**Feedback session:** a mandatory, rated, informal performance appraisal conducted six months after the employee's official performance appraisal

**Final Approving Official:** The Adjutant General, State of Michigan, has the final approval authority on all employee selections.

**Functional work area:** Shop or office

**HRO:** Human Resource Office.

**Imminent death/injury:** Any conditions or practices in any workplace which could reasonably be expected to cause death or serious injury immediately or before there is sufficient time for imminence of such danger to be eliminated through normal procedures (risk of any injury is not sufficient).

**Labor Organization:** The Association of Civilian Technicians

**Leave Service Computation Date:** Total technician time including Temporary, Temporary Indefinite and Permanent time, and all creditable military service

**Merit:** Michigan National Guard full time permanent technician only

**Michigan State Council:** See Association official.

**Performance standard:** a standard to measure performance established by the supervisor

**Promotion:** The change of an employee:

(1) To a higher grade when both the old and the new positions are under the general schedule.

(2) From one grade to a higher grade under the same type wage schedule.

(3) From a job or grade under a wage or general schedule to a job or grade with a higher representative rate under a different wage or general schedule.

**Promotion Potential:** Positions with known promotion potential are those from which career promotions are authorized, as outlined in this plan. They include:

- (1) Career-ladder positions.
- (2) Apprentice positions.
- (3) Under-study positions.
- (4) Positions filled at a grade below the established or target grade.

**Qualifications:** A combination of experience, training, education, aptitudes, and potential which relate to the requirements of a specific position.

**Reassignment:** The change of an employee from one position to another without demotion or promotion.

**RIF:** Reduction in Force

**Schedule:** Days of work.

**Selecting Officials:** Those who have the authority to request that Technician Position Notices be published to fill vacancies, interview, select, and nominate individuals for placement.

**Seniority:** The total Michigan Air National Guard Technician time. (If an employee leaves the Michigan Air National Guard Technician program, and then is rehired into the Michigan Air National Guard Technician program, his/her seniority will commence with the new date of hire.)

**Shift:** Hours of work.

**Skills:** Past and present job series/grade

**Supervisor's record:** NGB Form 904-1 folder.

**Technician:** All Dual Status and/or Non Dual Status Title 32 employees

**Temporary Appointment:** The appointment of a person to an authorized position with no retention or tenure status.

**Unit:** e.g.; Maintenance, Ops, Supply, etc,

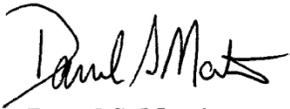
**Work preference:** Days and hours of work; (schedule and shift).

**SECTION 23.4 SIGNATURE PAGE:**

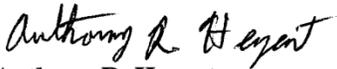
**For the Association:**



**David Livingston  
State Chairman**



**Darrel S. Martin  
Detroit Chapter, President**



**Anthony R. Heyart  
Battle Creek Chapter, President**

**For the Employer:**



**Gregory J. Vadnais  
MG, MIARNG  
The Adjutant General**



**Michael Thomas, Col, MIANG  
127<sup>th</sup> Wing Commander**



**Ronald Wilson, Col, MIANG  
110<sup>th</sup> Airlift Wing Commander**

**FOR THE DEPARTMENT OF DEFENSE**

27 DEC 12

**Date  
Lansing, Michigan**



DEPARTMENT OF DEFENSE  
CIVILIAN PERSONNEL ADVISORY SERVICE  
4800 MARK CENTER DRIVE  
ALEXANDRIA, VA 22350-1100

APR 11 2013

MEMORANDUM FOR THE ADJUTANT GENERAL, MICHIGAN NATIONAL  
GUARD, HUMAN RESOURCES OFFICE-  
LABOR MANAGEMENT RELATIONS  
ATTN: CW3 JESSICA ULREY  
3423 NORTH MARTIN LUTHER KING BOULEVARD  
LANSING, MICHIGAN 48906

SUBJECT: Agreement Between the Adjutant General, Michigan Air National Guard  
and the Association of Civilian Technicians, Michigan State Council

The subject agreement was originally executed on December 27, 2012, and disapproved on January 25, 2013. The parties renegotiated the disapproved provisions and submitted them to this office for review. The renegotiated agreement was executed on March 19, 2013 and reviewed by this office pursuant to 5 U.S.C. § 7114(c). After reviewing the revised provisions, we find the revised provisions satisfy the negotiability concerns described in our January 25, 2013 disapproval memorandum.

The parties' revised agreement is approved with the previously stated understandings as follows:

**1. Article 3, Technician Rights, Section 3.3.** this provision provides:  
"The Employer agrees to advise probationary employees of their progress prior to the end of the tenth month of their probationary period. The Employer also agrees to provide a formal feedback session with probationary employees prior to the end of their sixth month. This formal feedback session will be annotated and acknowledged in the employee's NGB Form 904-1."

This provision is approved with the understanding that, in implementing it, the parties intend that this language will not be used to afford probationary employees with additional procedural protections not provided by law and that the parties intend to follow the law, 32 U.S.C. § 709(f)(5), and the holding in Immigration and Naturalization Service v. FLRA, 709 F2d 724 (D.C. Cir. 1983), which recognized that the law provides no procedural protections to preclude a summary termination of probationary employees and that said termination is consistent with law, Government-wide regulation, and Congressional intent.

**2. Article 6, Leaves, Section 6.3.** this provision provides:

“On the fourth day of such illness it will be the responsibility of the employee to notify their supervisor that they are still ill. It will be the responsibility of the supervisor at that time to inform the employee that a written statement will be accepted or that a doctor’s certificate will be required.”

This provision is approved with the understanding that the parties intend, in implementing it, to follow the requirements of 5 C.F.R. § 630.405(a) which affords management the ability to require medical documentation when necessary; specifically, “for an absence in excess of 3 workdays, or for a lesser period when the agency determines it is necessary.”

**3. Article 9, Environmental Differential Pay (EDP) and Hazardous Duty Pay (HDP), Section 9.1.** This provision, in relevant part, provides: “The Association will be afforded equal representation and voting privileges on all local and state Air EDP related committees.”

This provision is approved with the understanding that the parties intend, in implementing it, to not preclude management from exercising its rights under 5 U.S.C. § 7106.

**4. Article 11, Merit Promotion and Placement Opportunities, Section 11.5.** In relevant part, this provision provides for a Technician Selection Board, with three (3) members, which recommends selections for positions after conducting a selection process outlined in Enclosure A of the parties’ agreement. Enclosure A provides, among other things, for the composition of the Board, various procedural requirements for the interview process, and that the Board “will recommend a selection.” [Enclosure A, paragraph 2-c.]

This provision is approved with the understanding that it is the intent of the parties that this language will not interfere with management’s right to select from any appropriate source under 5 U.S.C. § 7106(a)(2)(C).

**5. Article 11, Merit Promotion and Placement Opportunities, Section 11.6.** In relevant part, this provision provides: “Upon receipt of Area 1 selection certificate(s), all Area 1 (merit) candidates must be interviewed by the selection board first prior to requesting Area 2 or Area 3 selection certificates (if applicable), IAW the procedures in Enclosure A.”

This provision is approved with the understanding that it is the intent of the parties that this language will not interfere with management’s right to select from any appropriate source under 5 U.S.C. § 7106(a)(2)(C).

**6. Article 12, Position Description and Classification, Section 12.4-Subsections (4)-(c), (d), and (5).** In relevant part, these Subsections provide:

“(c) It is perfectly reasonable to assign additional like duties when necessary, but unreasonable to assign tasks beyond the Employee’s qualifications. In unusual or emergency situations, duties which might not be reasonably related to a technician’s position may have to be assigned. What may be acceptable practice in one situation may be unacceptable in another situation.

“(d). Except as required by special circumstances, emergencies, or when understood as customary, supervisors should avoid assigning to technicians additional or incidental duties which are inappropriate to their positions and qualifications.”

“(5) Assignment of additional duties should be on a fair and equitable basis.”

This provision is approved with the understanding that the parties intend, in implementing it, to not preclude management from assigning any particular duties that may be required to accomplish the agency’s mission or to otherwise interfere with management’s right to assign particular duties as part of its right to assign work under 5 U.S.C. § 7106(a)(2)(B).

**7. Article 18, Grievance Procedures, Section 18.1-f-(6).** This provision provides: “Grievance on the following matters are specifically excluded from the application of these negotiated procedures: . . . (6) Actions covered by the statutory appeals procedure in Section 709, Title 32 USC[.]”

This provision is approved with the understanding that the parties intend, in implementing it, to follow the current exclusions contained in Title 32, namely, 32 U.S.C. § 709(f)(1)-(5).

**8. Article 21, Discipline and Adverse Actions, Section 21.1.** This provision provides: “This article applies to matters of CONDUCT. Actions that relate to performance are covered by Article 10.”

This provision is approved with the understanding that the parties intend, in implementing it, to permit management to take adverse actions for job performance when necessitated by particular circumstances that impact conduct and that the application of this provision does not abrogate management’s right to act in accordance with 5 U.S.C. § 7106.

The approval of this agreement, with the specified understandings, does not constitute a waiver of or exception to any existing law, rule, regulation or published policy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate the agreement to indicate:

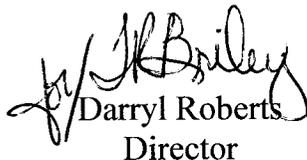
“Approved by the Department of Defense on **APR 11 2013** .”

Signed copies of the approved agreement, along with one copy of OPM Form 913B, should be forwarded as follows:

- a. One electronic copy identified as the “final approved agreement” emailed to the Defense Civilian Personnel Advisory Service, Labor and Employee Relations Division at [labor.relations@cpms.osd.mil](mailto:labor.relations@cpms.osd.mil). An electronic version of OPM Form 913B is available at [http://www.opm.gov/forms/pdf\\_fill/OPM913.pdf](http://www.opm.gov/forms/pdf_fill/OPM913.pdf) .
- b. One electronic copy emailed to the National Guard Bureau at: [brenda.decruise@us.army.mil](mailto:brenda.decruise@us.army.mil) .

If there are any questions concerning the agreement, Mr. Lee Alner can be reached on DSN 381-1635 or commercial (571) 372-1635.

A copy of this memorandum was served on the labor organization, which is a party to this agreement, by certified mail on **APR 11 2013** .

  
Darryl Roberts  
Director

Labor and Employee Relations Division

cc:

Mr. Darrel Martin, State Chair  
ACT, Michigan State Council  
P.O. Box 450021  
Selfridge ANGB, MI 48045

National Guard Bureau  
ATTN: Brenda DeCruise, 1PN-215  
111 South George Mason Drive, AH2  
Arlington, VA 22204-1373