



# **Collective Bargaining Agreement**

**Between**

**The Adjutant General of Michigan**

**and**

**The Laborers International Union  
of North America (LIUNA)  
Local 2132**



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## PREAMBLE

This agreement is executed between the Michigan Army National Guard (MIARNG), hereafter referred to as the 'Employer' or 'Agency,' by and through the Adjutant General (TAG) of Michigan, and the Laborers International Union of North America (LIUNA), hereafter referred to as the 'Union,' and collectively referred to as the 'Parties.' The agreement is made for all non-supervisory and non-managerial Army National Guard Technicians employed by the Michigan Army National Guard (MIARNG), hereafter referred to as 'Technicians' or 'Employees'.

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.

The Parties recognize the mutual benefits to be derived from the maintenance of a strong, progressive and professional MIARNG that strengthens the existing bond among MIARNG, Technicians and the community to which MIARNG serves. The Parties also recognize that cooperation encourages practices and performance that promote efficient and safe operations. The Parties to the negotiation do affirm that a successful negotiation requires modification of many traditional roles and methods to enhance an effective, efficient and responsible organization.

The Parties agree to work together to resolve problems by developing solutions to better serve the MIARNG customers, accomplish the mission, and improve working conditions through a spirit of cooperation that involve non-military aspects of employment. All efforts will be made to ensure a full day's work on the part of all Technicians within the MIARNG, improve the quality of Technician's work product and encourage Technician submission of constructive work improvement and cost reduction ideas.

The Parties recognize that it is in their mutual interest that the Agency, the Union, and Technician relationships are strong and viable. Therefore, all parties are committed to carrying out the letter and spirit of this Agreement and to building and maintaining a good working relationship. In this spirit we agree that the collective bargaining agreement:

1. Promotes harmonious relations between the Agency and the Union.
2. Provides for an equitable and peaceful procedure for the resolution of differences.
3. Establishes good faith collective bargaining negotiations between the parties.
4. Supports the development and implementation of modern and progressive work practices to facilitate and improve organizational performance and the efficient accomplishment of Agency operations.

## **MISSION**

The Mission of the Michigan Army National Guard and the full time work force is to assure that our military units, individual members and equipment are all ready for worldwide or state deployment. An additional mission is to continuously improve our procedures, service to our customers, and our readiness, allowing us to maintain our position as a formidable and progressive organization.

## **ARTICLE 1 - RECOGNITION**

### **Section 1.1 - Recognition**

LIUNA is the exclusive representative for all dual status (DS) and non-dual status (NDS) General Schedule (GS) and Federal Wage Survey (WG/WL) Technicians of the MIARNG bargaining unit.

### **Section 1.2 – Excluded Positions**

1. Excluded from the Bargaining Unit covered by this agreement are Management officials, Supervisors, Employees (Technicians) engaged in personnel work in other than a purely clerical capacity, Confidential Employees (Technicians) as defined in Title 5 USC §7103 and §7112 (b), (2), (3), (4), (6), and (7) and military personnel as defined in 10 USC §976.
2. The Parties agree that as a result of reductions, reorganizations, reclassifications, and changes to the Agency's mission, it may become necessary to modify the bargaining unit status of a Technician's position that is not normally covered by one of the categories listed in Paragraph 1 (above). The agency will notify the union when it determines to change a given positions bargaining unit status. The notice will be given prior to effecting that change.
3. The parties understand that the movement of an individual technician from a position that is included in the bargaining unit to a position excluded from the bargaining unit is not subject to this provision.

### **Section 1.3 - Bargaining Unit Employees**

The Agency shall provide to the Union, on a quarterly basis, a list of bargaining unit employees showing the name, pay plan, series, grade, position title, official duty station, and organization. Due to security and privacy concerns, the union will not provide this list or any part of the list to anyone not a union representative covered by this agreement. The union will secure this information from unauthorized access.

## **ARTICLE 2 – PURPOSE AND GENERAL PROVISIONS**

### **Section 2.1 – Purpose of Agreement**

1. The purpose of this contract is to identify the parties to this agreement, define their responsibilities under the agreement, and to state the Technician personnel policies and practices and matters affecting Technician conditions of employment as provided by this agreement and applicable laws and regulations.

2. It is intended that this agreement will meet the following purposes:

- a. To promote fair, equitable and reasonable working conditions.
- b. To promote programs designated to assist the Employer and Employees in achieving their acknowledged and recognized objectives.
- c. To promote the highest degree of efficiency, morale, and responsibility to the MIARNG.
- d. To provide for the prompt adjustment of any differences arising between the parties on matters covered by this agreement.
- e. To promote harmonious Labor/Management relations between the Employer and its Employees.
- f. To promote and provide a safe and healthful work environment consistent with mission requirements.

### **Section 2.2 – Distribution of Contract**

1. The contract will be made available electronically on the MIARNG Intranet site and the LIUNA webpage.

2. The Union will make the contract available on its public web site, and will also provide a printed or other type of media, copy of the contract if an Employee should require it.

## **ARTICLE 3 - DURATION AND CHANGES TO THE AGREEMENT**

### **Section 3.1 – Effective Date**

Providing that the Defense Civilian Personnel Advisory Service (DCPAS) approves the body of this agreement, the effective date of the contract shall be thirty-one (31) days after execution by the parties hereto. Both dates (execution and approval) will be made a part of the agreement prior to distribution.

### **Section 3.2 – Agency Approval**

This agreement shall not take effect until fully approved by DCPAS in accordance with 5 USC Section 7114.

### **Section 3.3 – Agreement Duration**

This agreement will remain in full force and be effective for three (3) years from the date of approval by DCPAS, or, under the provisions of 5 USC Section 7114, (c) (3) whichever comes first.

### **Section 3.4 – Agreement Amendments/Supplements**

1. This agreement may be subject to amendments or supplements during the agreement duration under one of the following procedures:

a. Either party may initiate negotiations at the midpoint of this agreement, after service of notice, no later than sixty (60) days prior to the midpoint of this agreement.

b. At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.

2. A request for an amendment or supplement to this agreement by one party shall be submitted in writing to the other party, setting forth the proposed change to the Labor/Management Agreement.

3. Representatives of the Employer and the Union will meet within thirty (30) days of the written proposal, to commence negotiations on the proposal, unless a later date is mutually agreed upon.

4. Approval of an amendment or supplement to the agreement will be accomplished in the same manner provided for approval of the basic agreement as specified in Section 3.2 of this Article.

### **Section 3.5 – Renewal of Agreement**

Barring any changes, proposed changes, or pending negotiations related to the provisions of Section 3.6 of this Article, the contract will be automatically renewed for a period of one (1) year to take effect immediately following the expiration of the current three (3) year period and will be again automatically renewed for one (1) year each year thereafter.

### **Section 3.6 – Negotiating a New Agreement**

Should either party wish to change the agreement prior to automatic renewal provisions in Section 3.5 of this Article, the following shall apply:

a. Negotiations for a new agreement will commence no earlier than one calendar year (365 days) nor later than ninety (90) days prior to the termination of the current agreement.

b. Sixty (60) days prior to the start of negotiations of a new agreement, representatives of the Employer and representatives of the Laborers' International Union of North America will meet to initiate a memorandum of understanding (MOU) establishing the ground rules for conduct of negotiations.

### **Section 3.7 – Termination of Agreement**

This Agreement may also be terminated by mutual consent of both parties, or at any time it is determined and established that the Union is no longer entitled to Exclusive Recognition under Chapter 71 of Title 5 U.S. Code.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **Section 4.1 – Regulations**

In the administration of all matters covered by this agreement, all parties are governed by existing or future law, by existing Government-wide regulations, by current Agency policies and regulations that do not conflict with this agreement, and by subsequently published agency policies and regulations required by law that are outside of the bargaining scope of the parties.

### **Section 4.2 – Retained Rights / Impact and Implementation (I&I)**

1. The following are considered management's rights:

a. to determine the mission, budget, organization, number of Employees, and internal security practices of the agency

b. to hire, assign, direct, layoff, and retain Employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;

c. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

d. with respect to filling positions, to make selections for appointments from—

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

e. to take whatever actions may be necessary to carry out the agency mission during emergencies.

2. (I&I) Nothing in this section shall preclude any agency and any labor organization from negotiating—

a. at the election of the agency, on the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. procedures which management officials of the agency will observe in exercising any authority under this section; or

c. appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such management officials.

3. In addition to the above management rights, The Adjutant General is given special authority in Public Law 90-486 (32 USC 709) to take the following actions and the right of appeal shall not extend beyond the adjutant general.

a. Separate a technician who is separated from the National Guard, or ceases to hold the military grade specified for his position by the secretary concerned.

b. Separate a technician who fails to meet the military security standards.

c. Separate a technician for cause.

d. Separate a technician for reduction-in-force, removal, or take adverse action involving discharge from technician employment, suspension, furlough without pay, or reduction in technician rank or compensation.

## **ARTICLE 5 – EMPLOYEE RIGHTS**

### **Section 5.1 – Awareness**

1. The Employer and the Union will ensure:
  - a. Employees are fully aware of the provisions of this agreement.
  - b. This agreement receives the widest possible dissemination.
  - c. Employees will receive educational sessions regarding the contents and applicability of the contract.

### **Section 5.2 – Rights to Representation**

1. Employees have a basic right to representation in matters regarding conditions of employment, working conditions, and matters that could have an adverse impact or effect on their employment, such as disciplinary actions. The Union is the sole exclusive representative of bargaining unit Employees concerning workplace matters.
2. An Employee who requests Union representation in regards to a workplace matter may do so either verbally or in writing. An Employee also may request that all communication be made with or furnished to their representative.
3. Assignment of Employee representatives is an internal Union matter. Neither the Agency nor the Employee may demand that a particular Union representative respond to a request for representation.
4. Upon receiving a representation request from either an Employee or the Agency the Union will assign a qualified representative.
5. The Agency shall inform all Employees of their right to Union representation (Weingarten Right) IAW 5 USC § 7114(a)(2)(B):
  - a. On an annual basis IAW 5 USC 7114(a)(3) electronically to the Employee’s official email address.
  - b. Prior to any examination of an Employee in the bargaining unit by a representative of the Agency in connection with an investigation.

### **Section 5.3 - Conduct and Right to Privacy**

1. An Employee is accountable not only for the performance of their official duties, but also for compliance with the Standards of Conduct for Federal Employees. The

Employer affirms the right of an Employee to conduct his or her private life within the constraint of Federal law and Agency regulations.

2. The Parties recognize the Employee's right to voluntarily invest their money, donate to charity, or participate in activities, meetings or undertakings related to their employment.

#### **Section 5.4 - Right to Organize and Discuss Matters of Concern**

1. Each Employee shall have the right to form, join or assist the officially recognized Union, or to refrain from any such Activity, freely and without fear of penalty or reprisal. Each Employee shall be protected in the exercise of such right in accordance with 5 USC §7102.

2. Nothing in this agreement shall require an Employee to become or remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions in accordance with 5 USC §7115.

3. The Employee shall not be disciplined nor otherwise discriminated against based on having filed a formal grievance, complaint, or for giving testimony under Title VII Civil Service Reform Act 1978.

4. No Employee shall be precluded, regardless of whether or not he or she is a member of the Union, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or published policy; or from choosing his or her own representative for an appellate or grievance action based on law, regulation, or this agreement.

#### **Section 5.5 - Employee Treatment**

1. All MIARNG Employees deserve to be treated with common courtesy and consideration.

2. Counseling sessions involving Employees should be conducted privately in a manner that provides professional feedback to the Employee.

#### **Section 5.6 – Official Personnel File (OPF) and Supervisor Work Folders**

An Employee's OPF will be made available for that person's review in whatever form the official personnel file is available in on the date of review. Subject records will be managed IAW TPL 15-04.

## **5.7 - Administrative Searches by the Agency**

1. Any search and/or seizure of Employer-owned, private or personal property, issued, or controlled equipment and/or facilities that is used or occupied by bargaining unit Employees during the course of their duties (i.e., personal lockers, tool boxes, desks, etc.), and which is done in conjunction with an investigation, will normally be conducted in the presence of the Employee, and in accordance with applicable Federal, state, or local law and regulation, depending on which entity has jurisdictional control over the equipment or facility subject to the administrative searches and/or seizures, and keeping in mind that the Employee is a Federal civil servant and has all the protection guaranteed to US citizens under the Constitution in regards to criminal matters.
2. In the case that the Employee is unable to be present, a Union representative will be requested to be present provided that the supplying of such representative by the Union shall not unduly delay the search or impede the purpose for which the search is conducted.

## **ARTICLE 6 - UNION RIGHTS**

### **Section 6.1 - Recognition and Representation**

1. The Employer will recognize the Union as the exclusive representative of all Employees. This includes the Union's right to be represented in negotiations, formal discussions and meetings between Employees and the Employer, with regard to matters affecting conditions of employment concerning grievances, personnel policies and practices or other matters affecting general working conditions. This would include Agency sponsored Committees/Meetings dealing with the above subjects.
2. The right of the Union to be present does not extend to informal discussions or discussions involving an Employee's performance counseling.
3. The Employer will recognize all Local Union Officers and Representatives designated by the Union:
  - a. The Union will supply the Employer, in writing, and will maintain on a current basis, a list of the Union Officers and Representatives. Copies of the list will be furnished to the HRO-LR.
  - b. The Agency acknowledges that the Union's primary point of contact for all Union matters is the LIUNA Local State Representative for the State of Michigan, or any other representative designated by the LIUNA.
  - c. The Employer agrees that it shall not interfere in internal business matters between the Union and Employees while in a non-duty status (including the solicitation of membership, elections of labor organization officials, and collection of dues).
  - d. The Employer agrees that there will be no restraint, interference, coercion or discrimination against Union representatives while performing their authorized duties under the Statute.
4. The Union, in consonance with its right to represent, may propose new policy, changes in policy, or resolutions to issues, involving local conditions of employment or working conditions. This right shall apply at all levels of management within the Agency and the Union, starting with the Steward and the first level Supervisor. This paragraph does not create a separate duty to negotiate.
5. The Union's primary Agency point of contact will be the Human Resources Office (HRO) Labor Relations (LR) representative. However, some matters may require the Union to have direct interaction with the Adjutant General (Agency Head) or designated representative from the Agency's Senior Staff (Chief of Staff or above). When such

matters arise the HRO LR representative shall facilitate the meeting request. The Union shall provide, in writing, the reason or purpose of the meeting, an agenda (if applicable), a list of attendees, and proposed dates, times, and location. The Agency shall provide the Union a reply concerning their request to meet with the Adjutant General within seven (7) days of receiving such a request. If the request for a meeting is declined, an explanation shall be furnished to the Union.

## **Section 6.2 - Matters Appropriate for Negotiations**

1. Matters appropriate for negotiations are the implementation of personnel policies and matters, whether established by rules, regulations or otherwise, affecting a general condition of employment or working conditions, or to the extent such matters are specifically provided for by 5 USC §7106, unless otherwise deemed nonnegotiable.

2. The Union will have fifteen (15) calendar days from the receipt, in writing, of a proposed personnel policy/practice or change in an existing personnel policy/practice, to submit a request to negotiate such initiative or change, or the impact and implementation thereof. The Union will be deemed to have consented to such initiative or change if it has failed to submit such a request within fifteen (15) calendar days.

3. A request to negotiate under this article or under this section will be in writing and state the nature of the request. The Parties will meet within thirty (30) days to negotiate or bargain the proposed changes.

4. When immediate implementation of a change is required to carry out the mission of the Agency during emergency operations IAW 5 USC § 7106(a)(2)(D). The Parties agree to discuss any impact to conditions of employment or working conditions as soon as emergency operation allow.

5. In the event that an emergency lasts more than 72 hours, the Employer will furnish the Local Business Manager with an explanation as to the nature of the emergency mission requirement, and the reasons for the action. The explanation can be provided either verbally, or in writing (formal letter or email message), and will be conveyed as soon as the emergency situation permits.

6. Nothing in this Article shall preclude or require the Employer and the Union from negotiating on:

a. The procedures that management officials will observe when exercising any authority granted to the Employer under 5 USC 7106; or

b. The appropriate arrangements that must be made for any Employee adversely affected by the exercise of any authority granted to the Employer under 5 USC 7106.

### **Section 6.3 - Negotiation Procedures**

Negotiations may be requested in writing by either party. Requests for negotiations will state the specific subject matter to be considered at such sessions. The Parties should then agree to meet to discuss the rules for such negotiations which will be codified in a memorandum of understanding.

### **Section 6.4 - Unfair Labor Practices (ULP)**

1. Management and the Union agree that prior to either party submitting an Unfair Labor Practice (ULP) charge to the Federal Labor Relations Authority (FLRA), the charging Party will notify the other and request a meeting in an attempt to resolve a suspected ULP. The meeting will be an informal attempt to resolve the matter(s) in dispute.
2. If after 15 days from the initial notice a solution agreeable to both parties has not been reached, the charging party will then be allowed to file a formal ULP charge.
3. If the issue is not resolved under paragraph 2, the charging party must file the ULP IAW 5 USC 7118.

### **Section 6.5 - Official Time and Travel of Union Representatives**

1. Union Representatives may be permitted a reasonable amount of official time to effectively represent Employees in accordance with this agreement.
2. Official time will be requested through appropriate Supervisor and properly recorded on time and attendance records in accordance with Agency time keeping procedures.
3. The Parties are responsible for paying travel costs for their designated representatives.
4. Reasonable time for representational activities (i.e., discussions, meetings, and investigations) shall be that amount of time determined by both Parties to effectively resolve a matter of concern or review, evaluate a proposed policy change and formulate a recommendation, or negotiate a given proposal.
5. Management agrees to allow the Union a reasonable amount of time for negotiation preparation, to be defined by the memorandum of understanding (MOU) prior to the negotiation process.
6. Union Representatives will obtain supervisory approval before leaving their work areas. The request should state their destination, estimated time of return, and the nature of Union business. Request for absences for Official Time will be made utilizing the official time request form identified in Appendix A. Whenever practical the request form will be completed prior to performing the Official Time.

7. If the request cannot be accommodated due to mission requirements, the representative will be informed of the earliest possible time when they will be able to leave his/her work site.

8. Representatives will be available for call back due to mission requirements and will report to their Supervisor immediately upon return.

9. Notification will be provided to the immediate Supervisor of any Employee being contacted during duty hours. Elected or appointed Labor Partner representatives may be granted official time for the following examples (this list is not all inclusive):

a. Participating in meetings between the Employer and the Union, as a member of a Partnership Council.

b. Acting as an Employee's representative to discuss an Employee's grievance with appropriate officials or the grievant.

c. Requests by the Employer.

d. Participating as a Labor representative in an official conference between the Employer and Labor partners.

e. Presenting adverse action appeals and grievances.

f. Assisting the Employer in matters of mutual concern regarding working conditions, personnel policies, Employee grievance procedures, and adverse action appeals.

g. Other occasions as approved by the Employer.

## **Section 6.6 - Internal Union Business and Limitation of Activities**

1. It is agreed that internal Union business such as, soliciting membership, collecting dues, campaigning for office, electing officers, attending Union meetings, and posting or distributing Union literature, will be conducted during the non-duty hours of the Employee involved.

2. There will be no restraint, coercion, or discrimination against any Union official because of the performance of duties in consonance with this agreement, Title VII, Civil Service Reform Act of 1978, directives, etc., pertaining to Employees rights and labor management relations; or against any Employee for filing a complaint or acting as a witness under this agreement or applicable regulations.

3. Upon request and approval, and subject to normal security limitations, the Union will be granted authority to conduct membership drives during non-duty hours. The Union's request to conduct membership drives shall not be unreasonably delayed or denied.

## **Section 6.7 – Steward Program**

1. The Union will assign a qualified steward(s) to oversee each Agency facility where bargaining unit Employees are present.
2. To the extent possible, Union Stewards will be assigned representational duties at their duty location. When qualified stewards are not available at one location, the Union may designate a steward or representative from another location to oversee employment matters at the facility experiencing the steward vacancy.

## **ARTICLE 7 - VOLUNTARY ALLOTMENT OF UNION DUES**

### **Section 7.1 - The Union is Responsible For**

1. Obtaining and distributing standard form 1187, "Request for Payroll Deductions of Labor Organization Dues".
2. Educating eligible Employee's during non-working hours as to the program for allotment of dues, its voluntary nature, and the availability and use of the SF 1187.
3. Educating eligible Employee's 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, Employee's may only cancel allotments during the first full pay period in September of each year. Termination of dues withholding will become effective the first full pay period beginning on or after 1 September. It is the Employee's responsibility to ensure the written revocation is received in the appropriate payroll office not later than 1 September to be considered.
4. Certification of SF 1187 completed by an eligible Employee as to the amount of the dues.
5. Delivery of completed SF 1187 to the payroll office.
6. Immediate notification to the payroll office when a member is expelled or suspended from the Union.

### **Section 7.2 - The Employer is Responsible For**

1. 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's pay is insufficient to cover the allotment, no deduction will be made from future pay to cover past amounts.
2. Making available and distributing SF 1188, "Revocation of Voluntary Authorization of Allotment of Compensation for Payment of Employee Organization Dues."
3. Ensuring that the Union is notified by the Payroll section of any revocation within a ten work day period after receipt of a properly executed SF 1188.
4. Any allotments for non-bargaining unit employees for supplemental pension plans or other benefits may not be processed via SF 1187. SF-50's reverting temporarily promoted LIUNA members from supervisory positions back to the bargaining unit will include a statement reinstating the Employee's Union dues withholding. Finance offices will verify membership status prior to the temporary promotion and will place them in their original status.

## ARTICLE 8 - HOURS OF WORK AND COMPENSATION

### Section 8.1 - Basic Workweek and Workday

1. The Employer will establish specific work schedules at each MIARNG Activity necessary to accomplish the Employer's mission IAW 5 CFR §550.103, 5 CFR Part 610 and 32 USC 709.

2. The Employer has the right to establish each Employee's workweek to ensure cost effective and timely compliance with operational requirements. Subject to these requirements, the Employer in establishing an Employee's work schedule shall take into consideration any personal hardship made known to the Employer by an Employee and shall make every reasonable effort to provide each Employee a work schedule fourteen (14) calendar days in advance of its effective date. Unless the mission requires otherwise, it is agreed that work schedules shall remain in effect for at least two pay periods.

3. Subject to mission requirements, Management approval, and based on input from the Partnership Council (where applicable), Employees may request one of the following work schedule options:

- a. Regular Work Schedule (5/8's)
- b. Compressed Work Schedule 1 (5/4/9)
- c. Compressed Work Schedule 2 (4/10's)

4. When an Employer knows in advance of an administrative workweek that the specific days and/or hours of a day actually required of an Employee in that administrative workweek will differ from those required in the current administrative workweek, he or she shall reschedule the Employee's regularly scheduled administrative workweek to correspond with those specific days and hours. The Employer shall inform the Employee of the change, and he or she shall record the change on the Employee's time card or other agency document for recording work.

5. If it is determined that the Employer should have scheduled a period of work as part of the Employee's regularly scheduled administrative workweek and failed to do so in accordance with paragraph four (4), the Employee shall be entitled to the payment of premium pay for that period of work as regularly scheduled work. In this regard, it must be determined that the Employer:

- a. Had knowledge of the specific days and hours of the work requirement in advance of the administrative workweek, and

- b. Had the opportunity to determine which Employee had to be scheduled, or rescheduled, to meet the specific days and hours of that work requirement.

## **Section 8.2 - Reporting For Duty**

1. Employees have a responsibility to report to work ready, willing, able, and in proper attire, promptly at the beginning of their scheduled work period.
2. Except in the case of an emergency, Employees will notify their immediate Supervisor as soon as possible, but not later than two hours after beginning of the work shift, of the reason that prevented them, or will prevent them, from reporting to work on time. If the reason provided is illness of the Employee or qualified family member, Supervisors cannot request that an Employee elaborate on the specifics of the medical condition. If the Employee is incapacitated and/or physically unable to initiate contact him/herself, then Management may accept tardiness or absence notice from an Employee's next of kin.
3. When an Employee cannot establish positive contact with their first level Supervisor, then Employees should attempt to make contact with their next level of Supervision, and continue to do so, until a Management representative is reached, in order to provide notice. Co-workers cannot be used to relay information concerning tardiness or absence.
4. Tardiness and absence notices, regardless of the circumstances, should be provided verbally by the Employee him/herself directly to a Management official. However, Employees may use other modes of acceptable modern communication, such as voice mail, email, and/or text, as a secondary method of attempting to provide notice, or when all efforts to verbally contact a Management representative have been reasonably exhausted by the Employee.
5. Tardiness and absences from duty of less than an hour may be excused when the reasons are justified to the Supervisor. Justifiable reasons are events which are beyond the Employee's control such as abnormal traffic congestion, severe weather, or any other type of event that cannot be predicted. However, the Employee's leave status will be determined by the Supervisor when tardiness or unexcused absences from work is less than an hour.
6. The Employee will not be permitted or be required to work during any period for which leave is charged or unpaid breaks.

## **Section 8.3 - Lunch Periods and Breaks**

1. The Parties agree to establish lunch periods at each facility based on local mission requirements. An unpaid lunch period may not exceed forty-five (45) minutes. A lunch period is a time during which an Employee is entirely free from their work responsibilities. During this time the Employee is considered to be off-duty. The Employee's choice to forego their lunch period shall not shorten their scheduled work day.

2. When Employer mission requirements do not allow an Employee time off for lunch, the Employee will be compensated for his/her missed lunch period with an alternate lunch period equal to the time missed.
3. As an exception to the normally scheduled lunch period, and pursuant to the Supervisor's right to assign work, if a Supervisor assigns an Employee work during the normally scheduled lunch period, and it is not possible for the lunch period to be rescheduled during that duty day, the Employee shall be entitled to compensation for the missed period of lunch IAW applicable law or regulation.
4. Fifteen (15) minute paid rest periods or breaks, during the first half and the second half of an Employee's shift, will be granted. Rest breaks will not be taken in conjunction with the lunch period, or at the beginning or end of the work day. The fifteen (15) minute rest period is considered off-duty for purposes of internal Union business.

#### **Section 8.4 - Overtime Work**

1. The Parties, in consonance with applicable laws and regulations, agree that occasionally the Employer will need Employees to work in excess of their regular work hours (overtime) in order to meet mission requirements. Employees will be compensated, with compensatory time, for overtime work done on a voluntary basis, or as directed (involuntary) by Management in order to support the Agency's mission.
2. Overtime work is any activity that an Employee is required to accomplish or participate in, including mandatory meetings or events scheduled and/or hosted by the Agency or its representatives, which require an Employee to be present at the worksite prior to their regular duty day begins, or require an Employee to remain at the worksite after their regularly duty day ends.
3. Overtime requirements will be announced as far in advanced as possible to allow Employees the opportunity to make suitable arrangements in order to perform the overtime work.
4. The Agency will make every effort to direct or assign Employees overtime on an equal basis, and to accomplish overtime mission requirements with the least amount of qualified personnel necessary to safely and successfully perform the mission. In no case will overtime work be directed or assigned to any Employee as a reward or punishment.
5. The Agency should make every effort to seek volunteers prior to mandating that an Employee perform overtime work. In the event there are insufficient Employee volunteers willing to perform overtime work, the Agency has the authority to direct an Employee to work involuntary overtime to meet mission requirements.
6. Supervisors will also take into consideration any personal hardships that overtime work may cause the affected Employee.

7. Employees scheduled to work overtime will be notified of any cancellation of the overtime requirement as soon as possible.

8. It is agreed that when overtime follows a regular work shift, the Employee will be given an optional fifteen (15) minute paid break at the beginning of the overtime period and, at the Employees request, a thirty (30) minute non-paid meal break to begin no later than two (2) hours after the overtime period begins if the overtime period is expected to last greater than four (4) hours.

### **Section 8.5 – Call Back**

1. Call Back is the act or an instance of requesting that an off-duty Employee report to work and perform his duties on a day when work was not scheduled, or after their regular work day is over.

2. Unscheduled call back work entitles an Employee to at least two (2) hours of compensatory time.

3. If an Employee is on scheduled leave and called back to work, a corrected OPM 71 Leave Request Form will be submitted to the Timekeeper upon the Employee reporting to work.

### **Section 8.6 - Stand-By and On-Call Duty Compensation**

1. In order to deal with situations occurring after regular duty hours, Employees may be placed on either a stand-by or on-call duty status.

2. The Agency may establish routine prohibitions regarding alcohol consumption, and may restrict the use of specific prescription or over the counter drugs, in order to ensure Employees maintain the ability to perform work.

3. Stand-By Duty. An Employee is on duty, and time spent on standby duty is hours of work if, for work related reasons, the Employee is restricted to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the Employees activities so substantial that the Employee cannot use the time effectively for his or her own purpose. The Parties agree that compensatory time shall be used in standby time situations.

a. The Agency shall make every reasonable effort to provide an Employee advance notice specifying the beginning and ending period that he or she is on standby status.

b. The Agency agrees that when an Employee is placed on standby time, compensatory time shall be granted for the standby period provided the following are apparent:

- (i) The Employee is restricted to a designated post of duty;
- (ii) Has their activities substantially limited; and

(iii) Is required to remain in a state of readiness to perform work.

c. The Agency shall notify any Employee who is on standby status of its cancellation as soon as possible.

d. Employees will be given compensatory time in equal amounts spent by them in irregular or overtime work.

4. On-Call Duty. An Employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

a. The Employee is allowed to leave a telephone number or to carry a phone for the purpose of being contacted, even though the Employee is required to remain within a reasonable call-back radius; or

b. The Employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

c. Once an Employee responds to a call and required to work (call back), he or she shall be granted compensatory time from the moment the work begins. The Employee shall be minimally compensated for two hours.

### **8.7 – Other Pays**

Night Shift Differential, Night Pay Differential, Sunday and Holiday Premium pay will be computed IAW 5 CFR §532 and §550.

## **ARTICLE 9 - LEAVE**

### **Section 9.1 - General Provisions**

1. An Employee's request to take earned leave will normally be granted as requested, unless the Supervisor determines that the Employee's presence is required to meet mission requirements.
2. Employees are encouraged to apply for leave as far in advance as possible.
3. An Employee may cancel previously requested leave at any time.
4. All leave requests (paid and unpaid) will be submitted using OPM 71.
5. Leave entitlements not addressed in the contract will be done IAW the applicable law, rule, and regulation.

### **Section 9.2 - Annual Leave**

1. Employee's shall earn annual leave in accordance with applicable law, rule, and regulation.
2. A Supervisor will approve or disapprove properly submitted request for annual leave as soon as possible. If the request is disapproved, the reason will be entered on Block 8b of the OPM 71 and the Employee will be notified. The Supervisor will work with the affected Employee to reschedule the disapproved leave as necessary.
3. Annual leave requests for emergency reasons will be considered on an individual basis. Employee's will notify their Supervisor as soon as possible of the emergency situation stating the reason for the request and the approximate time they desire to be absent from work.
4. When two or more Employee's from the same work section desire the same period of programmed leave and mission requirements precludes approval of all requests, approval will be granted on a first come first serve basis. Supervisors should consider the prior leave requests and approvals of the Employee's affected to ensure fair execution of the annual leave program.
5. Employee's may exhaust all of their annual leave balance during one continuous period of absence and for any reason, insofar as mission requirements permit. Supervisors cannot require that Employee's maintain a minimum annual leave balance. Supervisors may request justification for leave, however, it is not required.
6. Supervisor's or Employee's may request the carry-over of use/lose leave if the

mission dictates that leave cannot be used before the first pay period of the new calendar year.

7. Once leave is approved, it should not be cancelled unless the Employee's presence is necessary to meet mission requirements. Prior to cancellation of approved leave, the Supervisor should consider any adverse effect on the Employee, which may be caused by cancellation of the approved leave, to include the potential loss of deposits or payments made to vacation providers and retailers including hotels, airlines, cruise ships, etc. The Supervisor should provide justification for any cancellation decision, and will work with the Employee to mitigate any hardship caused to the Employee by the Supervisor's decision.

### **Section 9.3 - Sick Leave**

1. Employee's shall earn and be granted sick leave, or advanced sick leave in accordance with applicable law, rule, and regulation. Employees must receive approval for sick leave to be granted.

2. A Supervisor may require a medical certificate to support use of sick leave for three days or more. An Employee's signed statement certifying that the period of absence is chargeable to sick leave may be accepted when it is unreasonable to require a medical certificate. Circumstances under which an Employee's signed statement is acceptable in lieu of a medical certificate are:

a. Inability to secure an appointment with a medical professional during the period of incapacitation.

b. Remoteness of the medical facility.

c. Temporary illnesses if the nature of illness would not necessarily require the services of a medical professional (e.g., common cold or other instances of temporary non-emergency conditions)

3. Supervisor's will review the sick leave record of those Employee's required to present a medical certificate every six months to determine if this requirement should continue. The Employee will be advised, in writing, of the Supervisor's determination.

### **Section 9.4 - Compensatory Time Relative to Leave**

Compensatory time shall be used before Annual Leave unless the Employee is in a use/lose leave status.

### **Section 9.5 - Leave without Pay (LWOP)**

1. When it is determined that it is in the best interest of the Agency, leave without pay may be granted upon request, subject to approval by the Employer, for the purpose of:

- a. Serving on Active Duty.
  - b. Attending job-related training while on military orders.
  - c. Recovery from illness when sick leave has been exhausted or where there is insufficient accrued leave and the Employee is authorized to be absent from work due to illness, injury, pregnancy, or medical confinement.
  - d. Personal reasons.
2. Requests for extensions may be submitted up to 60 days prior to the expiration of the period of leave without pay.
  3. A determination on such requests will be made no later than 30 days prior to the expiration date.
  4. Employees will be granted LWOP for the following purposes:
    - a. To cover a disabled veteran's absence for medical treatment.
    - b. To cover an Employee's absence to perform Military Duty not covered by some form of paid leave.
    - c. To cover an absence under the provisions of the Family Medical Leave Act (FMLA).
  5. Employees will return to work at the end of the approved LWOP period.

#### **Section 9.6 - Excused Absences**

1. Excused absences may be granted in accordance with applicable law, rule, and regulation.
2. The Adjutant General, or his designee, is the authority to grant or disapprove requests for excused absences to support an activity that would benefit the National Guard.
3. Medical Appointments for Combat-Related Injuries. Technicians may be granted excused absence to attend medical appointments that meet the following criteria:
  - a. The medical appointment must be at a facility approved or designated by the Veterans Administration (VA) to evaluate or treat the technician.
  - b. The medical appointment must be related to an injury or illness incurred in a combat zone as a result of active service in the Armed Forces of the United States.

c. The request for excused absence must be submitted using OPM Form 71, Request for Leave or Approved Absence, and must be accompanied with written documentation from the VA to verify that the appointment meets the criteria set forth in this section. Each request for excused absence must be submitted separately.

d. The amount excused absence granted shall be the amount of time needed to cover the medical appointment, plus the amount of time needed to cover travel to and from the technician's assigned duty station and the medical facility.

e. The technician is responsible for providing the required documentation to justify an excused absence request IAW this section. Excused absence cannot be granted unless the criteria in paragraph 3 a-d are satisfied. When the criteria cannot be satisfied prior to attending a VA medical appointment, the Employee shall be placed in an appropriate leave status to cover the period of absence. However, a technician may subsequently provide the required documentation at which point their time and attendance record shall be promptly corrected to reflect the appropriate duty status.

4. To vote or register in civic elections or in civic referendums which directly affect the town, ward/precinct, district, county, or state in which the Employee's home-of-record is located.

a. An Employee may be excused from duty up to three (3) hours after the polls open, or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off.

5. To volunteer as blood or apheresis (i.e., plasma) donor, without compensation, to the American Red Cross, to military hospitals, or other blood banks, or in response to emergency calls for needy individuals or national catastrophes.

a. Employees may be authorized a maximum of four (4) hours of excused absence for blood donations.

b. This excused absence is authorized once every sixty (60) days and is for the express purpose of donating blood or blood products and recuperation.

c. Any leave granted must be utilized at the time of the donation and may not be taken at a later date.

d. A longer period may be authorized only when required for donor recuperation purposes.

## **Section 9.7 – Hazardous Weather and Other Emergency Conditions**

1. All Employees are to presume that the installation will be operational each regular work day regardless of weather or other emergency conditions unless notified by

Management.

2. The Employer may place an Employee in an administrative leave status when he or she is prevented from reporting to duty, or is dismissed by the Employer prior to the end of the duty day, because hazardous weather or other emergency conditions make it unsafe or impractical for the employee to either travel from their home to the worksite, remain at the worksite, or travel from the worksite to their home.

3. Administrative dismissal differs from excused absence in that excused absence normally addresses individual Employee's. Administrative dismissal is an absence when Employees are released from duty because all or part of an activity is closed. Employees affected by these actions are generally excused without charge to leave and without loss of pay. All technicians are eligible for excused absence during closing, except individuals who have been identified as essential personnel. The Employer will identify essential personnel, based on specific mission requirements.

### **Section 9.8 – Funeral Leave (Title 5 U.S.C. Section 6326)**

1. An Employee is entitled up to three (3) administrative leave days (consecutive or non-consecutive workdays) to make arrangements for, or to attend, the funeral or memorial service for a qualifying family member who died as a result of wounds, disease, or injury incurred while serving in a combat zone (IAW 26 USC § 112) as a member of the Armed Forces of the United States. The Employee shall furnish justification for scheduling nonconsecutive days.

2. Qualifying family member is defined as an Employee's:

- a. Spouse and his or her parents
- b. Children, including adopted children, and their spouses
- c. Parents
- d. Brothers and sisters, and their spouses

3. Any person related by blood or affinity whose close association with the deceased was the equivalent of a family relationship.

### **Section 9.9 – Military Funerals (Title 32 U.S.C. Section 115)**

Technicians may perform military funeral honors duty while in an administrative leave (excused absence) status.

a. Administrative leave for the purpose of military funeral honors may be granted to cover each period of travel to and from the burial site, and the performance of funeral honors.

b. Employees may be reimbursed for travel and transportation incurred IAW the DoD Joint Travel Regulations.

c. Employees may be eligible for a stipend for performing funeral honors duty, but may only collect the stipend if they are in an approved leave status (i.e., annual leave, compensatory time, or LWOP). An Employee must be in a funeral honors duty status for a period of at least 2 hours in order to receive a stipend. Employees performing funeral honors duty while on an administrative leave status may not collect a stipend.

## **ARTICLE 10 - DUAL STATUS TECHNICIAN REQUIREMENTS**

### **Section 10.1 - Uniform Appearance, Customs and Courtesies**

1. The Parties agree that performing duties as a dual status (DS) technician requires wear of the uniform appropriate for the member's grade. Technicians will adhere to appropriate appearance standards, customs, and courtesies of the US Army.
2. Employees are not required to wear the military uniform under the following situations:
  - a. During non-duty hours
  - b. When on Official Time acting as a Union Representative.
  - c. While appearing as an aggrieved Employee or Union witness before a third party proceeding.
3. Management recognizes their requirement to provide sufficient uniforms for Enlisted Member Employees to accomplish their duties. Employees will get their normal issue of military apparel as required of their technician position through their membership in the Michigan Army National Guard. If the Employee is unable to obtain the required military apparel through the Michigan Army National Guard supply system, the Employee will work with their technician Supervisor to coordinate with the member's unit to satisfy the requirement. If the Supervisor cannot get the affected Employee the required uniforms, the Supervisor will go through the Supervisory chain of command to correct the uniform deficiency.

### **Section 10.2 - Medical Requirements**

1. Employees cannot be weighed while in a technician status.
2. Drug testing connected to a ground or aircraft accident requires the technician be placed in a military status, either inactive duty or active duty.
3. Loss of military membership results in separation from technician service after a 30-day notice. However, in accordance with applicable laws and government wide regulations, applicants for NG Special Disability Retirement Provisions may remain working in a technician duty status, or request annual leave, sick leave, or leave-without-pay (LWOP) status until receipt of OPM's initial decision on the disability application.

### **Section 10.3 – Qualitative Retention Boards (QRB)**

1. A military technician (dual status) not selected for retention may submit a request for retention IAW AR 135-205 paragraph 2-17, which provides: A military technician may request retention in a current assignment provided they are not eligible for an immediate unreduced retirement annuity, have at least 15 years of service creditable toward such an annuity on the date they would otherwise be removed from the unit, and will become eligible for such unreduced annuity on or before the last day of the month in which they become 64 years of age. Requests must be submitted through the military chain of command to The Adjutant General within 15 days of announcement of the board results.
2. This section does not create a new entitlement and is not grievable.

## **ARTICLE 11 - SAFETY AND OCCUPATIONAL HEALTH**

### **Section 11.1 - Responsibilities**

1. It shall be the responsibility of the Employer and Employee to observe all safety precautions and maintain the standard of safety established in accordance with applicable regulations and safety and occupational health policies.
2. The Parties agree to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well-being of all Employees, and to provide safety and health training for all Employees in accordance with applicable laws, rules, and regulations.
3. All rules, laws, and regulations pertaining to safety and health shall be on-hand within the Employees work center and will be adhered to by all Employees.
4. Hazardous tasks will normally be assigned and performed by Employees who have received appropriate briefings, instructions, and training pertinent to the hazardous tasks to be performed. The performance of hazardous tasks shall incorporate all immediately available safety precautions and devices.
5. The Union agrees to cooperate in these efforts and encourage Employees to work in a safe manner, obey established safety policies, and directives, and wear the required safety equipment.
6. The Union shall be allowed to be present at local and state level Safety Council meetings. Management agrees to consider all recommendations of the Union relative to basic policy on safety and health.
7. The cleaning and repair of protective clothing and equipment contaminated with or by controlled waste material shall be provided by the Employer.
8. The Employer will make every reasonable effort to provide Employees access to personal hygiene facilities. These may include latrine and shower facilities, segregated by gender, that are adequately powered and stocked with supplies, and which have ready access to potable drinking water. When forecasted, the Employer will make available portable latrine, shower, and mobile drinking water units prior to requiring Employees to work out of said locations.
9. An Employee under the care of a physician shall promptly inform his or her Supervisor of any prescribed medication that his or her physician or pharmacist has advised will impair his or her ability to safely perform assigned work. Information provided by an Employee shall include the limiting effects of the medication and expected duration of prescription. Management shall make every reasonable effort to

find a safe, temporary assignment for the Employee. However, such accommodation is not an entitlement. In cases where impairment caused by medications cannot be accommodated, Employees will not be allowed to return to work until a medical professional has cleared the Employee to return to full duty.

### **Section 11.2 - Health Services**

Subject to availability of funding, an Occupational Health Services and Preventive Medicine Program shall be established and maintained by the Employer, as provided for in 5 USC Chapter 79 and other applicable laws, rules and regulations.

### **Section 11.3 - Safety and Protective Clothing/Equipment**

1. Subject to availability of funding, the Employer, in accordance with applicable laws and regulations, agrees to provide all appropriate safety and protective clothing, and equipment to Employees during the performance of their assigned duties.
2. An Employee who, after evaluation from an optometrist, is required to wear prescription eyeglasses and is required to wear these eyeglasses in order to safely accomplish their assigned duties, may provide their prescription to the Employer who will then provide the Employee with one pair of prescription safety glasses or goggles at no personal expense to the Employee, but not to exceed the amount allotted by the Agency. Employees will be responsible for paying any amount which exceeds the allowance provided by the Employer.
3. Where required, Employees will be issued protective footwear that conforms to OSHA standards as outlined in 29 CFR 1915.156.

### **Section 11.4 - Procedure for Unsafe/Hazardous Assignments**

1. Management will give full consideration to the need to adhere to established safety directives in the assignment of work, and shall consider the safety factors that address time, duration, frequency of exposure, and the wearing of additional personal protective equipment before directing any Employee to perform function-specific tasks. Function-specific tasks may include, but are not limited to, welders, painters, radiation protection personnel, calibration personnel, auto rebuild Employees, etc. These tasks shall comply with applicable state or federal OSHA standards.
2. Should an Employee observe or reasonably believe a work assignment is unsafe or involves a potential hazard to their health, the Employee should report the circumstances to Management and the Union immediately. This includes work assignments for which the Employee is not qualified or has not received training.
3. Any person may report an unsafe or hazardous condition, or one that places an Employee in imminent danger. Upon receiving such a report, the Employer will insure the work is being performed in accordance with the proper procedures, equipment (PPE) and safety directives or, in the case of imminent danger, immediately cease the

work process until the appropriate safety procedures, equipment (PPE) and directives are affected to assure the safety of the Employee.

4. The Employee may decline to perform his or her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established in accordance with 29 C.F.R. § 1960.46(a).

### **Section 11.5 - Employees Free From Reprisals**

Employees who file a safety complaint or who request OSHA or MIOSHA to inspect a facility shall be free from reprisals, disciplinary action, or harassment.

### **Section 11.6 – Clothing Change During Duty Hours**

1. When clothing being worn by an Employee has become contaminated with hazardous materials the Employee will be permitted to change clothing.

2. In cases where the Employee does not have a spare uniform readily available and/or adequate hygienic facilities are unavailable at the worksite/work-section, excused absence, based on the time necessary to change clothing or the need for an Employee to return to his residence to change his or her clothing, may be granted to the Employee by the Agency or designated representative.

### **Section 11.7 - Workers' Compensation Entitlements**

1. Workman's compensation procedures fall directly under Department of Labor (DOL). Refer to current Department of Labor website for processes and procedures or contact the Injury Compensation Program Administrator (ICPA) located in the Human Resource Office.

2. It is the Employer's responsibility to advise, orient and assist Employees regarding entitlement to medical and loss-of-pay benefits for injuries or illnesses that occur which are job related. The injured Employee's Supervisor will ensure the Employee understands his or her rights and options under the Federal Employee's Compensation Act.

3. It is the Employee's responsibility to report any injury or illness that he or she feels may be job related to the Supervisor immediately after the occurrence. Any representation will be IAW 20 CFR Part 10.701.

4. When the Employee is incapacitated and unable to notify the Supervisor of injury or illness, it shall be Management's responsibility to initiate the required procedures as soon as they are aware an incident has occurred.

5. As it relates to a work related injury, the Employee will have their attending physician provide to the Employer a written prognosis and date for the Employee's return to full, restricted or light duty. If the treating physician indicates an Employee is physically able to return to work of any kind, and such work is available, the Employee will be notified to report for duty the workday following the physician's determination. An Employee is to be advised that refusing to return to work when ordered could result in overpayment and/or AWOL.

6. The Agency reserves the right to obtain additional information or follow-on opinions from physicians selected by DOL.

### **Section 11.8 - Labor Representative Accompany Inspection Team**

A Union representative will be permitted to accompany any safety, occupational health, or other workplace inspection teams during an evaluation of their unit/facility.

### **Section 11.9 - Occupational Health and Safety Training**

1. Although Employees are basically qualified to perform their duties, the Employer recognizes the need for specific training and update training regarding Occupational Health and Safety to assure Employee safety and a minimum loss of man-hours due to preventable injuries.

2. Additionally, within resource limitations, all Employees will be furnished Basic First-Aid Instruction every three years, annual Cardio-Pulmonary Resuscitation (CPR) instruction, and Automated External Defibrillator (AED) training as required by their position. Each person who successfully completes a recognized course may receive a certification card.

### **Section 11.10 - Personal Clean-Up**

1. A reasonable amount of time, not to exceed 10 minutes, at the beginning of shift, before lunch, and at the end of the work shift will be allowed for personal and work area clean-up for Employees whose work requires the wear of coveralls and handling of hazardous materials. PPE and coveralls will not be worn in the lunch room or designated indoor break areas.

2. This will not prevent Management from assigning work as necessary.

### **Section 11.11 - Other Programs**

1. The Voluntary Physical Fitness Program will be administered in accordance with TPL 15-03.

2. Accommodations for nursing mothers will be provided in accordance with Section 7 of the Fair Labor Standards Act.

## **ARTICLE 12 - GRIEVANCE AND ARBITRATION**

### **Section 12.1 – General**

1. The Parties agree that a genuine effort will be made to settle grievances expeditiously and at the lowest level possible. The Parties further agree, when appropriate, to utilize alternative dispute resolution processes (e.g., mediation) in attempting to resolve grievances.
2. This grievance procedure will be the exclusive method of grievance resolution for Bargaining Unit Employees. Examples of a grievance are as follows:
  - a. Any complaint by any Employee concerning any matter relating to the employment of the Employee;
  - b. Any complaint by the Union concerning any matter relating to the employment of any Employee; or
  - c. By any Employee, the Union, or the Employer concerning:
    - (i) The effect or interpretation, or a claim of breach of the terms of this agreement; or
    - (ii) Any claimed violation, misinterpretation, or application of any law, rule, or regulation affecting conditions of employment.
3. The Employee retains the right to request Union representation in the grievance procedure, or to decline such representation. Employees will indicate their representation preference on the Grievance Form.
4. Regardless of Employee representation option, the Union will be given the opportunity to be present during all grievance proceedings to represent the Local and to insure that any relief granted as a result of the grievance process is not inconsistent with the terms of this agreement.

### **Section 12.2 – Exclusions**

1. Exclusions will be in accordance with 5 USC §7121 and actions covered by statutory appeals procedure in 32 USC §709(f). Matters not expressly excluded under this section may be grieved under this procedure.
2. Grievance on the following matters are specifically excluded from these negotiated procedures:

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

b. Retirement, life insurance, or health insurance

c. Actions in accordance with PL 90-486 and (32 USC, Sec 709 (f)), for which the right to appeal shall not extend beyond The Adjutant General; These are reduction in force, (except that the UNION may grieve any violation of the RIF procedures that are negotiated), or adverse action involving discharge from technician employment, suspension, furlough without pay, or reduction in compensation.

d. Any examination, certification, or appointment

e. The classification of any position which does not result in the reduction in grade or pay of an Employee.

f. Termination of a trial period/probationary Employee.

g. Performance Appraisal Ratings

h. Equal Employment Opportunity (EEO) Complaints

### **Section 12.3 - Procedures**

The Parties agree that this negotiated procedure is the exclusive procedure available to the Union and the Employees in the Bargaining Unit for the processing of any grievance.

### **Section 12.4 – Employee Rights**

1. All Employees, whether individually or as a group, have the right to present their grievances to the appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of Employee or Union grievances. In exercising this right, the Employees and the representative will be free from restraint, coercion, discrimination, or reprisal because they have filed a grievance.

### **Section 12.5 – Official Time and Leave**

1. Official Time is IAW Article 6.5.

2. An Employee who is presenting a grievance or is participating in a grievance proceeding under this Article shall not be charged personal leave while participating in the proceeding.

## **Section 12.6 – Grievance Procedures**

1. A grievance must be taken up with the Labor Relations Specialist (LRS) lowest level of Management within thirty (30) days after the occurrence of the matter generating the grievance, or within thirty (30) days after the grievant should have reasonably been aware of being aggrieved. However, the period of time in which a grievant could have been reasonably aware will not exceed twelve (12) months.

2. Mediation may be invoked during any step of the grievance process if mutually agreed by the Parties.

3. The following steps shall be used for resolving grievances (use grievance form in Appendix B):

a. Step 1. The grievant will bring the complaint/grievance to the Labor Relations Specialist (LRS). The LRS will assist with completing the form and determining the Parties involved and the lowest level of resolution. The LRS will contact the appropriate Union official.

b. Step 2. The LRS, appropriate Supervisor, and Union official (if applicable) will have ten (10) days to resolve the grievance.

c. Step 3. If the grievance is not resolved in step 2, the grievance will be forwarded to the Chief of Staff who will then have seven (7) days to resolve the complaint with the appropriate Parties.

d. Step 4. If the grievance is not resolved using the steps above, then the grievance is eligible for review by The Adjutant General. If the grievant chooses to utilize the Adjutant General review, the Chief of Staff will forward the grievance within seven (7) days.

4. The Adjutant General Review:

a. The Adjutant General, or his designated representative, shall review all documentation and evidence and render a decision at the earliest practical date not to exceed 30 days after receipt of the materials provided by the grievant or their designated representative.

b. The grievant may request a meeting with The Adjutant General or his designated representative to discuss the matters of said grievance. The acceptance of this meeting will be at the discretion of The Adjutant General. The Adjutant General's decision will be provided in writing, to the aggrieved party, the Union, and the grievant's representative (if one has been designated).

c. The grievant may proceed to the arbitration process if not satisfied with The Adjutant General's decision.

## **Section 12.7 – Right to Information**

If, due to a grievance denial, arbitration is invoked by either party, relevant documents, reports and evidence relied upon will be exchanged by both parties during the scheduled arbitration. All information will be considered privileged and confidential and will not be used for any other purpose except for invoking arbitration.

## **Section 12.8 – Arbitration**

1. Any grievance, which is not resolved shall be subject to binding arbitration (as permitted by law), which may be invoked only by the Union or the Employer.
2. Within 15 working days after The Adjutant General issues his final decision concerning a grievance, the Union or the Employer should provide written notification to the other party informing them that the grievance has been submitted for arbitration.
3. If either party questions whether the matter is subject to arbitration because of alleged conflict with applicable existing law or circumstances, the Arbitrator will determine the question of whether the matter is subject to arbitration.

## **Section 12.9 – Arbitrator Selection**

1. The party invoking arbitration will request from the Federal Mediation and Conciliation Service (FMCS) a list of 10 impartial persons qualified to serve as Arbitrators. A copy of the request will be provided to the other party as notification of arbitration.
2. Within 10 days of receiving the list, both parties will alternately strike the name from the list until only 1 name remains. The individual's name remaining will be duly selected to hear the grievance. The party invoking arbitration will strike the first name.
3. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection. The parties agree that if the selected Arbitrator is unavailable to hear the grievance within 45 days the parties may select a new Arbitrator using the above procedures.
4. Arbitration will normally be conducted during duty hours at a Joint Force Headquarters (JFHQ) to accommodate the maximum number of participants.
5. Any participant who is scheduled for a shift other than the day shift may request to change shifts so that he or she may attend. Mission requirements permitting, such requests will not unreasonably be denied.
6. Union representatives involved shall attend on official time.
7. Overtime will not be permitted.

8. The arbitration process will be conducted in accordance with the ethical standards and procedures set forth in the Code of Professional Responsibility for Arbitrators of Labor Management Disputes and FMCS Arbitration Policies and Procedures.

9. The Arbitrator will have the authority to interpret and define the explicit terms of this agreement, Agency policy, etc., as necessary to render a decision. The Arbitrator shall have no authority to add to or modify any terms of this agreement or Agency policy.

#### **Section 12.10 – Arbitration Expenses**

All fees, per diem and expenses of the Arbitrator shall be shared equally by the Parties.

#### **Section 12.11 – Arbitration Decision**

1. The Arbitrator is requested by both Parties to render a decision as quickly as possible.

2. Within 10 days after receipt of the Arbitrator's decision, the Parties to the arbitration will notify one another in writing of whether or not they are filing for an exception with the Federal Labor Relations Authority (FLRA) in accordance with council procedures. An exception to the Arbitrator's decision must be filed within thirty (30) days from the date the award is served on the parties.

3. It is understood that if no exceptions to an award are filed during this 30 day period, the award shall be final and binding, effective on the 31st day.

#### **Section 12.12 – Time Limits**

1. Failure of the respondent to observe the time limits in this Article will automatically permit the grievant to advance to the next step of the grievance procedure.

2. Failure of the grievant to observe the time limits will terminate the grievance, except that all time limits provided in this Article may be extended by mutual agreement.

#### **Section 12.13 – Withdrawing of Grievances**

Grievances will be terminated by the Employer for the following reasons:

a. At the request of the Employee or Employees concerned.

b. Upon termination of the Employee's employment unless the personal relief sought may be granted after termination of employment.

c. Upon death of the Employee, unless some benefit may be derived by his or her dependents.

## **ARTICLE 13 – EMPLOYEE CONDUCT**

### **Section 13.1 - General**

1. All disciplinary and adverse actions will be done IAW TPR 752.
2. This Article applies to matters of conduct only; actions that relate to job performance will be accomplished in accordance with the Agency's performance appraisal system.
3. The purpose of the discipline and adverse action program is to maintain control and order within the workforce by requiring compliance with established rules and regulations. Disciplinary actions will normally be taken using the concept of progressive discipline. While the concept of progressive discipline is the general rule, there may be times or circumstances when the Technician's behavior is such that a more severe punishment is required for the first offense. Supervisors will proactively address unacceptable behavior at the earliest and lowest level of discipline possible. However, this does not inhibit Management's right to choose a higher level of discipline as appropriate.
4. Technicians are expected to behave appropriately and follow all applicable rules and regulations.
5. The Employer shall determine when the need for disciplinary action occurs and such actions will be administered in a fair, impartial, and timely manner in accordance with applicable laws and regulations.
6. The initiation of a disciplinary action against an Employee should not be unreasonably delayed. Some examples of a reasonable delay may include pending investigations or unexpected work schedule conflicts of short duration. Management agrees that in order for the discipline to be effective it must be timely.
7. In those situations where an original decision may be delayed, the Employee and/or their representative (if known) will be notified stating the reason for the delay and the anticipated decision date.
8. Letter of Reprimand (LOR) and all Adverse Actions must be cleared by HRO-LR section prior to being issued to the Employee.

### **Section 13.2 - Douglas Factors**

1. In determining the appropriate remedy, penalty, or punishment, Management will observe the principles of "like penalties for like offenses in like circumstance" as outlined in the "Douglas Factors".
2. Management must ensure that when an Employee's past disciplinary record is

referenced said reference should be a past action (in effect) at the time the most recent conduct occurred. Otherwise, consideration is improper and cannot be relied upon.

3. Letters of reprimand that have expired may be used as a consideration when determining the penalty to be imposed in an adverse action when a range of penalties may be imposed. However, the expired LOR may not be used to constitute a prior offense.

### **Section 13.3 - Investigation, Examination and Representation**

1. When a bargaining unit Employee is questioned by an Employer representative in conjunction with an investigation, the individual overseeing the questioning will be required to inform the Employee of his/her right to Union representation (Weingarten Rights) IAW 5 USC § 7114(a)(2)(B). The following statement included in Appendix C will be provided to and completed by the Employee prior to questioning:

*I need to advise you that you are being questioned in conjunction with an investigation being conducted by the Michigan National Guard.*

*In accordance with Federal law you have a legal right to Union representation during the course of this interview.*

*If you exercise your right to have a Union representative present during questioning, you have the right to not answer any questions until a Union representative is present.*

*You also have the right to be advised of the subject and purpose of this interview and to consult in private with your Union representative prior to answering any questions.*

*Do you understand these rights as I've explained them to you: Yes or No?*

*Do you want to exercise your right to have a Union representative present during questioning: Yes or No?*

2. Management officials inform Employees of their Weingarten Right to representation prior to any examination held for the purpose of discipline if:

a. There is, or could be, a reasonable expectation by either the Employee or the Supervisor that the examination may result in disciplinary action against the Employee.

b. The Employee requests representation.

c. When questioned, Employees are compelled to provide truthful responses to questions raised during an investigation. Employees cannot refuse to answer questions, but if an Employee desires representation, it shall be granted before the examination can be continued.

3. As long as it does not unreasonably delay the investigation, the Employee shall be granted reasonable time to consult with his or her designated representative before the scheduled examination.

#### **Section 13.4 - Non-disciplinary and Disciplinary Actions**

1. Written admonitions are annotated in pencil (date, subject, and Employee's initials) on Supervisor's Employee Brief located within TPL 15-04, IAW TPR 752 and Agency policy.

2. The Employee shall be notified by his or her Supervisor when any entry is documented on the Supervisor's Employee Brief. The Employee shall have the opportunity to discuss the matter with the Supervisor. The Employee will initial and date all entries made on the Supervisor's Employee Brief by the Employer. The Employee's initials will signify knowledge of, not necessarily concurrence with the entry. The Employee has the right to review and acquire a copy of the Supervisor's Employee Brief within a reasonable time (normally 24 hours) after the Employee's request. The Employee will be given the opportunity to attach a written rebuttal to the entry, within twenty (20) calendar days of any entry being made into his or her file.

3. A letter of reprimand will be conducted IAW TPR 752.

#### **Section 13.5 - Adverse Action**

An Adverse Action will be conducted IAW TPR 752.

## **ARTICLE 14 – FURLOUGH AND REDUCTION IN FORCE (RIF)**

### **Section 14.1 – Furlough**

1. Furloughs of thirty (30) days or less will be conducted IAW NGB TPR 715.
2. Furloughs in excess of 30 calendar days (22 workdays) are considered reductions-in-force and will be conducted IAW TPR 300 (351).

### **Section 14.2 – Reduction-In-Force (RIF)**

The Employer shall notify the Union, as early as possible, of any planned RIF to present its views and recommendation, and must be processed IAW TPR 300 (351).

## **ARTICLE 15 – MERIT SYSTEM**

### **Section 15.1 - General Provisions**

The selection of qualified applicants to fill vacancies within the MIARNG will be accomplished IAW JFHQ REG 690-335.

### **Section 15.2 - Priority Placement**

1. The Employer will maintain a Listing of all over-graded Employees entitled to grade retention as a result of RIF or reclassification action. Prior to announcing a position vacancy, the Employer will give first consideration to the re-promotion/placement of all over-graded Employees entitled to grade retention as a result of RIF or a reclassification of position, and who meet the full civilian and/or military qualifications of the position.
2. If the position is of equal or intervening grade and within the commuting area, first consideration will be afforded to those Employees who are fully qualified and within the commuting area. If there is more than one eligible Employee in a saved grade status, all candidates will be referred to the selecting official for consideration before the vacancy is announced for competition.
3. If the position is not within the commuting area and there are no over-graded Employees within the commuting area, the position will be offered to over-graded Employees outside the commuting area before the position is announced. If the Employee refuses the offer of a position outside the commuting area, grade and pay retention will continue if otherwise eligible.
4. The over-graded Employee's name will be removed from the priority placement roster at the expiration of the two-year retention period.

### **Section 15.3 - Area of Consideration**

1. The normal areas of consideration are as follows:
  - 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.

2. 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.

## **ARTICLE 16 – ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY (EDP & HDP)**

### **Section 16.1 - Reduction of Hazardous Working Conditions**

1. The Agency has as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusually severe nature.
2. The Employer shall provide the best possible work environment for the safety and well-being of the Employee.
3. When an Agency's action does not overcome the unusually severe nature of the hazards, physical hardships, or working conditions, an environmental differential determination may be authorized.
4. Current conditions will always be considered in the assignment of duties.
5. When anyone identifies a condition that may warrant coverage under appropriate categories of Environmental Differential Pay (EDP) or Hazardous Duty Pay (HDP) they may initiate an EDP/HDP Situation Request IAW the applicable Agency Regulation.
6. Situation Request will be reviewed by the EDP/HDP work group consisting of the members as outlined in applicable laws and regulations.
7. Administration of this plan will be in accordance with all applicable laws, rules and regulations.

### **Section 16.2 - Environmental Differential Pays (EDP) / Hazardous Duty Pays (HDP)**

EDP/HDP may be authorized IAW 5 CFR §532 and 5 CFR §550 respectively. All requests for EDP/HDP will be completed IAW applicable Agency regulation.

### **Section 16.3 - Hazardous Weather Conditions**

1. The Parties agree that certain hazardous weather conditions (lightning, flooding, extreme heat, extreme cold, etc.) can create or contribute to unsafe work conditions. The parties further agree to monitor conditions, provide applicable specific training, and to work together to prevent unsafe actions and situations.
2. Safety standards for hazardous weather conditions will be done IAW OSHA guidelines.

## **ARTICLE 17 - POSITION DESCRIPTIONS**

### **Section 17.1 - Employee Awareness of Assigned Duties**

1. A position description (PD) is a statement of major duties, responsibilities and supervisory relationships for a given position as required by the mission. Each Employee's PD will be maintained in the Supervisor's Work folder.
2. A Supervisor in coordination with the Employee is responsible for ensuring that the duties and responsibilities of the current PD accurately reflect the work being performed by the Employee. Supervisors will review the PD with the Employee on an annual basis, usually in conjunction with their performance appraisal, or as requested by the Employee. New-hire Employee's will be provided a current copy of their PD at their incoming briefing.
3. When a PD is determined to be inaccurate, is changed or updated the Supervisor will coordinate with HR-Classification Specialist to determine whether the PD will require pen and ink changes, position review, or a new PD. Any of the aforementioned changes to a PD will be provided to the affected Employee(s). When a PD is changed, the Supervisor will take into consideration any new duties for which the Employee is not already qualified when conducting evaluations. Employee's concerned that they could be performing duties outside the scope of their position description (either higher or lower graded duties) may request a desk audit of their position. The audit could result in a position being downgraded, upgraded or unchanged. Employees concerned that their position is not classified correctly may request a classification appeal.

### **Section 17.2 - Other Duties as Assigned**

1. The Parties agree that the phrase "other duties as assigned" as used in a PD simply establishes the principle that assignment of duties to Employee's is not limited to the duties specifically described in the PD. The Employer may require an Employee to perform "other duties as assigned".
2. "Other duties as assigned" does not apply to tasks which would otherwise be considered as additional duties, details, temporary promotion, or a reassignment, and may not include those duties that might result in injury to the Employee or fellow Employee's due to a lack of knowledge of, or training for, the task.
3. Neither Management nor Employee's shall abuse the use of "other duties as assigned." If an Employee is assigned duties of a higher pay grade for a temporary duration, temporary promotion procedures may be used IAW the State Merit Placement procedures.

## **ARTICLE 18 – EMPLOYEE DEVELOPMENT AND TRAINING**

### **Section 18.1 - Job Related Training and Qualifications**

1. Subject to availability of funding, the Employer agrees to provide job related training and development for Employees, as necessary, to accomplish the mission of the Michigan National Guard in an efficient manner, and to consider the Union's views and recommendations in developing programs relating to training of Employees. The Employer shall encourage and assist to secure training for all Employees, as appropriate, (to include re-certification training in specialized areas) that is consistent with the Employer's needs and in accordance with applicable laws and regulations. All Employees shall have an equal opportunity to participate in training.
2. The Parties recognize that changes in the work place will continue as technology, new techniques, material, and equipment are developed and employed. Each Employee is responsible for taking the initiative necessary to keep abreast of these changes.
3. Management agrees to extend every reasonable consideration to Employees for attendance at job related courses. Supervisors will provide information on courses that relate to improving the Employee's job performance, as applicable.
4. Any Employee who seeks training is required to submit a fully completed request for training. If approved, the signed request will then be forwarded to the HRO.

### **Section 18.2 - Personal Development**

1. Management encourages Employees to take advantage of the educational benefits that are available to them by virtue of their membership in the Michigan National Guard.
2. To the greatest extent possible, and barring any disruption to the mission of the Michigan National Guard, Management agrees to make an effort to accommodate Employees pursuing a higher level education or certification, in a nationally recognized and accredited institution, such as a community college or university.
3. Subject to mission requirements, management may work with the Employee to adjust his/her shift rotation or work schedule in order to facilitate their education goals when possible.
4. Upon request, an Employee must provide evidence of active/continued enrollment in an accredited institution, satisfactory attendance, and progress in order to justify adjustments to work shifts or schedules. At the conclusion of the course, the Employee will revert back to their prior work schedule.

## **ARTICLE 19 – TEMPORARY DUTY (TDY) AND TRAVEL**

### **Section 19.1 - General**

1. Travel and entitlements are paid IAW the Joint Travel Regulation (JTR).
2. The Parties agree that Employees will use Defense Travel System (DTS) and Government Travel Card (GTC) for all official travel arrangements and related expenses. If an Employee is unable to qualify for a GTC, the Employee will receive a travel advance via DTS prior to departure on TDY.
3. The Employer will notify Employees as far in advance as possible of TDY travel. An Employee may request to be excused from TDY under justifiable circumstances. If an Employee's request is denied, Management shall provide an Employee a written explanation.
4. Travel will be conducted in the most advantageous and prudent means available. The Employer will not require an Employee to use their privately owned vehicle (POV) for travel nor will an Employee be entitled to reimbursement for POV travel not previously approved and the most cost effective mode of transportation IAW the JTR and Agency policies.
5. In no case will TDY's be assigned to any Employee as a reward or punishment.

## **ARTICLE 20 – PERFORMANCE STANDARDS AND EVALUATIONS**

### **Section 20.1 - Employee Performance**

1. The MIARNG performance appraisal system will incorporate all the requirements of NGB Regulatory Guidance TPR 430 and local TPLs as promulgated.
2. The Incentive Awards Program will be managed IAW NGB TPR 451 and local TPLs as promulgated.

### **Section 20.2 - Actions Based On Unacceptable Performance**

1. IAW TPR 430, an indefinite or permanent Employee whose performance is unacceptable (Level 1) is to be afforded reasonable informal efforts by their Supervisor to obtain acceptable performance. If informal efforts fail to improve performance to a (Level 2) or higher, then the Supervisor will coordinate a performance improvement plan through the HRO.
2. The performance improvement plan (PIP) will be instituted for a minimum of ninety (90) days and informs the Employee of:
  - a. The instances of unacceptable performance.
  - b. The critical elements of the job standard which are unacceptable.
  - c. How the Supervisor will assist the Employee in bringing his/her work up to acceptable standards.

### **Section 20.3 – Appeals**

Employees may appeal performance based actions in accordance with government wide regulations with the following chronological criteria:

- a. 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).
- b. The Employee will use 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 21 – EMPLOYEE ASSISTANCE PROGRAMS**

1. Dual Status Employees may request the services available through Military One Source. Non Dual Status Employees may request the services through the Employee Assistance Program (EAP).
2. Supervisors may refer Employees to EAP or Military One Source at any time; however participation in either program is strictly voluntary.
3. No disciplinary or adverse action will be taken as a result of using EAP or Military One Source. This extends to an Employee who self-discloses a personal medical/behavioral condition to his Supervisor.
4. This article does not limit management's right to take administrative or disciplinary action, especially in cases of illegal drug use or violations of the law.

## **ARTICLE 22 - LABOR/MANAGEMENT COOPERATION**

### **Section 22.1 – Joint Employer-Union Sponsored Training Sessions**

1. The Parties agree to conduct joint Employer-Union training sessions upon request by either party. The training sessions may include training on the administration of this agreement, Alternate Dispute Resolution (ADR) or Interest Based Bargaining (IBB) methods, and other topics specifically related to Labor/Management Relations (LMR).
2. A Union representative will be invited to each instance of Technician Supervisor Training to present a block of instruction on roles and responsibilities of the Union within the workplace.
3. Training conducted will be on Official Time.

### **Section 22.2 - Labor/Management Relations (LMR) Training**

1. An Employee who is an official or representative of a Labor Organization holding exclusive recognition may be granted official time in conjunction with attendance at a training session sponsored by that organization, provided that the subject matter of such training is in the public interest and will benefit the Government, the Labor Organization, and the Michigan National Guard.
2. Requests to be excused to attend Union sponsored training will be submitted, with justification to the Supervisor and HRO-Labor Relations, as soon as possible but no later than fourteen (14) days prior to the training session.
3. Approval/Disapproval notice will be returned by e-mail no later than seven (7) days prior to the training session.
4. Specific justification for approval of LMR Training is as follows:
  - a. The name and title of the official or representative of the appropriate LIUNA Local.
  - b. The name or title of the Union sponsored training session.
  - c. The agenda of the Union sponsored training session, to include total number of hours.
  - d. The specific dates of training.
  - e. The total number of hours requested.
  - f. Location of Training, i.e. facility and address.

5. Upon completion of the training, a certificate of attendance or a letter certifying the attendance of the Union representative is required to verify excused absence used.

6. Verification of attendance will be given to immediate Supervisors for time keeping purposes.

### **Section 22.3 - Orientation of New Employees**

At the time of their appointment, all new indefinite and permanent Employees will be informed by the Employer that the Union is the exclusive representative of all Employees in the Bargaining Unit.

### **Section 22.4 - Labor Management Partnership**

The Employer and the Union agree to maintain the State level Labor / Management Partnership Council.

### **Section 22.5 – Visiting Representatives**

Subject to mission requirements, representatives of the Union national organization may visit a unit installation at any time on official business subject to the Union informing the Employer, normally in writing, at least seven (7) days in advance of the:

- a. Name of Union official visiting
- b. Union position held
- c. General purpose of visit
- d. Time and duration of visit
- e. Name of any employer official to be contacted

### **Section 22.6 - Publications**

1. The Employer will keep Employees informed of changes in services and benefits such as retirement seminars, Health Benefits, and Thrift Savings Plan, etc.

2. Current policy directives, regulations, etc. will be made electronically by the Employer.

### **Section 22.7 - Bulletin Boards**

1. The Employer will provide space for a bulletin board in the break room or lunch room

for the exclusive use of the Union.

2. Any such bulletin notices or literature posted or distributed must not violate any law, security, directive, or contain libelous material.
3. The Union agrees to maintain the bulletin board space provided in a neat and current manner.
4. All posting and maintenance of bulletin board space will be accomplished during rest breaks, lunch periods, and off duty time.
5. The Union will be responsible for the content of literature posted on the bulletin board.

### **Section 22.8 - Benefit Briefing**

Subject to availability of funding, concerning retirement benefits, the Employer and the Union agree attendance at these briefings are essential to a successful retirement. As such, the parties agree Employee attendance should take place within the first three (3) years after initial appointment and no later than five (5) years prior to retirement.

### **Section 22.9 - Common Areas**

1. Smoking/non-smoking areas for all facilities shall be as established by law or regulations for State or government-wide Federal facilities, as the case may be.
2. Subject to funding and available space, personal lockers of adequate size, authorized by regulation, may be provided by the Employer daily for storing of uniforms and other personal items.

### **Section 22.10 – Mail Service**

1. The Union shall be authorized to use the Agency's internal mail distribution system, and the electronic mail system (e-mail), to conduct Union business which is necessary for the effective representation of bargaining unit Employees. The Parties agree that the use of the Agency's internal mail distribution is for representational purposes only.
2. Union representatives shall observe all Agency rules and regulations governing the use of mail distribution systems (electronic or otherwise). Failure to do so may result in denial of access of use.

This agreement will remain in full force and be effective for three (3) years from the date of approval by DCPAS, or, under the provisions of 5 USC Section 7114, (c) (3) whichever comes first. It is understood that this agreement will terminate at any time that the Union is no longer entitled to exclusive representation under Title 5 USC Chapter 71.

As stated in the Preamble, this is a living agreement which may be reviewed and/or modified upon the consent of both Parties.



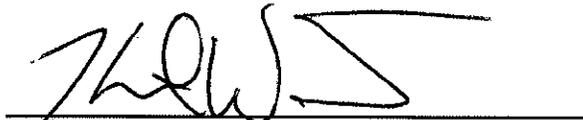
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GREGORY J. WADNAIS  
MG, MIARNG  
The Adjutant General



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JAMES K. SWEAT  
LIUNA Local 2132  
State Representative for Local 2132



---

KEVIN L. WEISE, MAJ  
Deputy General Counsel

---

BEN BANCHS  
LIUNA Local 1776  
Business Manager



---

KELLY K. MARSHALL, MAJ  
Labor Relations Specialist

---

CHRISTOPHER L. SHAPARDON, SSG  
Negotiator

---

JESSICA S. ULREY, CW3  
Negotiator

---

JEFFREY A. BUSSARD, SSG  
Negotiator



---

JOSEPH A. COGNITORE, LTC  
Negotiator



---

STEPHEN J. GRASZLER, SFC  
Alternate Negotiator

---

ANTHONY T. KRUCKEBERG, CW3  
Negotiator

**REQUEST FOR OFFICIAL TIME**

Nature of Business:

Destination:

Estimated amount of time needed:

Departure Date and Time from Workplace:

Return Date and Time to Workplace:

Union Representative Name (Printed):

Signature with Date and Time:

Supervisor Name (Printed):

Approval or Disapproval (Circle one): If Disapproved, why?

Supervisor Signature with Date and Time:

**Appendix A**

<b>GRIEVANCE FORM</b>	
Name of Grievant:	Date:
Unit/Site/Activity:	Section:
Name of Union Representative:	Rep Phone #:
Article and Section of Agreement Violated OR Nature of Grievance (Attach additional pages if necessary):	
Resolution Desired (Attach additional pages if necessary):	
<input type="checkbox"/> I want Union Representation	<input type="checkbox"/> I waive Union Representation
Signature of Employee:	
Signature of Union Representative:	
<b>STEP 1</b>	
Date Submitted:	
Date of Response:	
Resolved? Yes or No (circle one)	
Response Attached? Yes or No (circle one)	
Management Official (Print):	Management Official Signature and date:
<b>STEP 2</b>	
Date Submitted:	
Date of Response:	
Resolved? Yes or No (circle one)	
Response Attached? Yes or No (circle one)	
Management Official (Print):	Management Official Signature and date:
<b>STEP 3</b>	
Date Submitted:	
Date of Response:	
Resolved? Yes or No (circle one)	
Decision Attached? Yes or No (circle one)	
Management Official (Print):	Management Official Signature and date:
<b>STEP 4</b>	
Date Submitted:	
Date of Response:	
Resolved? Yes or No (circle one)	
Decision Attached? Yes or No (circle one)	
Management Official (Print):	Management Official Signature and date:
Name of Arbitrator (Print):	Date Submitted to Arbitration:

## Appendix B

The below Weingarten Rights must be read aloud to the Bargaining Unit Employee's by the Management Official prior to questioning.

The Employee will circle his or her elections at the bottom and sign the form.

### **Weingarten Rights**

*I need to advise you that you are being questioned in conjunction with an investigation being conducted by the Michigan National Guard.*

*In accordance with Federal law you have a legal right to Union representation during the course of this interview.*

*If you exercise your right to have a Union representative present during questioning, you have the right to not answer any questions until a Union representative is present.*

*You also have the right to be advised of the subject and purpose of this interview and to consult in private with your Union representative prior to answering any questions.*

*Do you understand these rights as I've explained them to you: (Circle) Yes or No?*

*Do you want to exercise your right to have a Union representative present during questioning: (Circle) Yes or No?*

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**Employee Signature and Date**