



MODERN OPERATING AGREEMENT



**BETWEEN
THE ADJUTANT GENERAL
OF MICHIGAN
AND
LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA
(LIUNA)
LOCAL 2132**

Expires 18 January 2014

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PREAMBLE

This is a living agreement between the Adjutant General of Michigan and Laborers' International Union of North America (LIUNA) Local 2132. We recognize that change is inevitable and beneficial in order to maintain a dynamic and ever improving Michigan National Guard. Either party may request to add, subtract or change items of this MOA through submission and agreement to the State Partnership Council. We embrace the following philosophy and mission.

PHILOSOPHY

We believe that all people want to be involved in decisions that affect them, care about their job, take pride in themselves and in their contributions, and want to share in the success of their efforts.

By creating an atmosphere of mutual trust and respect, recognizing and utilizing individual expertise and knowledge in innovative ways, and providing the technologies and education for each individual, we will enjoy a successful relationship and a sense of belonging to an integrated system capable to achieving success for our organization, our communities, and our people.

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.

PARTNERSHIP AGREEMENT

The Adjutant General of Michigan and LIUNA Local 2132 do hereby enter into this Partnership Agreement. The goal of the Partnership is to create an atmosphere of mutual trust and respect which will further the agency mission, and foster a more productive and cost effective service to the agency customer. This will be accomplished by recognizing and utilizing each individual's ideas and knowledge in innovative ways, thus enhancing the working conditions and morale of all members.

PARTNERSHIP COUNCIL

The parties agree to establish a State Partnership Council consisting of: Senior Army Leadership, LIUNA Local 2132 officers and management and labor representatives from SMO, SAO, and the USP&FO

Local Partnership Councils will be established at SMO, MATES, CSMS, USPFO, AASF 1 and AASF 2. These councils will consist of equal numbers of management and Labor Representatives.

Partnership councils will meet regularly to:

- Administer the Modern Operating Agreement (MOA)
- Resolve disputes as required
- Negotiate, as needed in accordance with 5 USC 7106
- Promote training and education

Recognizing that Labor is a Strategic Partner in planning, the Partners will pursue solutions and decisions utilizing Interest Based Bargaining (IBB) techniques and information sharing, to the fullest extent practicable. Decisions pursued by the Partnership Council will promote the following points while considering the legitimate interests of both partners.

1. Mission accomplishment and military readiness
2. Increase efficiency, quality and productivity
3. Quality of life and member empowerment
4. Customer service and community relations

TECHNICIAN RIGHTS, REPRESENTATION RIGHTS, AND MANAGEMENT RIGHTS

Technician Rights

Nothing in this agreement prevents a bargaining unit employee from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established agency policies, or from being represented by an attorney or other representative other than the labor organization of the employee's own choosing in any grievance or statutory appeal action, except those filed under the negotiated grievance procedures.

Representation Rights

The Labor organization is the exclusive representative of technicians covered by this agreement, and is entitled to act for and negotiate on their behalf.

Management Rights:

Management rights will be provided in accordance with 5 USC 7106. Whenever language in this Modern Operating Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a reference guide as to how a situation or process 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.

EMPLOYEE TRAINING

The Employer partner will provide training opportunities.

MERIT PLACEMENT

The Partnership will require people who can fully commit to the philosophy and effectively contribute to the mission. We recognize the critical importance of a process for recruitment and selection which will accurately and objectively evaluate a candidate's qualifications.

Competitive employment guidelines, to include temporary employment, are outlined as regulated by DOD and current agency published guidance.

Responsibilities of the individuals involved in the Merit Placement process are as follows:

Supervisor:	-Considering input from a local PC (where applicable), Identify the need and request vacancy fill (SF 52)
Senior Supervisor	-Validate need and review SF 52 for compliance with agency rules and regulations.
Human Resource Office	-Advertise the vacancy -Receive all applications -Qualify applicants -Send Certificate of Eligibles to supervisor

Hiring Team	<ul style="list-style-type: none"> -Interview and recommend selection -Prepare detailed written selection justification and OML -Send recommendations through appropriate channels
Supervisor / Selecting Official	<ul style="list-style-type: none"> -Send selection recommendation to senior supervisor
Senior Supervisor	<ul style="list-style-type: none"> -Validate / Approve Selection Forward to HRO for processing
Human Resource Office	<ul style="list-style-type: none"> -Maintains all selection certificates -EEO review -Validate/approve selection -Forward selection package to final approval authority -Notify selecting official upon final approval authority
Selecting Official	<ul style="list-style-type: none"> -Notifies the selected individual -Negotiates start date with selectee
Human Resource Office	<ul style="list-style-type: none"> -Notifies non-selectee

USE OF MATRICES

Matrices may be used as a guide. However, only job related KSAs will be used to rate/rank an applicant. The Team's recommendation should be based on a combination of subjective and objective criteria and points awarded, and not solely on point totals.

TEMPORARY EMPLOYMENT

Temporary employment may be used in accordance with current agency published guidance.

WORK SCHEDULES

To fulfill the objectives of the Partnership philosophy and mission, it will be advantageous to have flexible hours of work that meet the needs of the mission as well as individuals.

NOTE: Monday through Friday coverage is necessary in major facilities to provide customer service.

Schedules must meet mission needs and not jeopardize safety and security. Employees may request one of the work schedules listed below, subject to supervisor approval, with input from the local PC (where applicable)

Schedule Options

5/8 hr days

5/4/9

4/10 hr days

LEAVE

Leave programs will be administered in accordance with Technician Personnel Regulation (TPR) 630 and current published agency guidelines.

OFFICIAL TIME FOR LABOR PARTNER OFFICIALS AND REPRESENTATIVES

Official time will be granted IAW 5 USC 7131. During official time, employees, Labor Partner officials or Labor Partner officers will obtain authorization from their immediate supervisor to discontinue work for the purpose of Labor representation and will notify their immediate supervisor upon return to work. Approval will be given except in situations that would seriously affect the workload and mission accomplishment. In such cases, the employee, labor official or labor officer will be released at the earliest opportunity. Representatives will notify the supervisor of the area being visited. A labor official or labor officer granted official time for representational functions will keep their supervisor informed of their location in the event they need to be recalled for mission requirements and/or emergencies.

Elected or appointed Labor Partner representatives may be granted official time for:

- Participating as a member of a Partnership Council
- Acting as an employee's representative to discuss an employee's grievance with appropriate officials or the grievant
- Requests by the Employer

- Participating as a Labor representative in an official conference between the Employer and Labor partners
 - Presenting appeals and grievances
 - Assisting the Employer Partner in matters of mutual concern regarding working conditions, personnel policies, pay, work, schedules, employee grievance procedures, performance ratings, adverse action appeals, and other agency policies
 - Other occasions as approved by the Employer Partner
-

PERFORMANCE MANAGEMENT SYSTEM

The objective of the Performance Appraisal Program is to support the Partnership philosophy and mission by providing a meaningful and efficient method for the evaluation of individual, team (where applicable) and organizational Performance. Supervisors will ensure members clearly understand their critical elements and performance standards, and ensure timely ratings. Current guidance, then in effect will be used to administer the Performance Appraisal Program and achieve the following objectives:

- Be aimed at meeting organizational and mission goals and objectives
- Provide for planning, monitoring, developing, and evaluating performance
- Use appropriate performance measures to recognize and reward employees
- Encourage member (teams as applicable) participation in establishing performance plans

Members (teams as applicable) may use a consensus based methodology to recommend critical elements based on work assignments and responsibilities. The supervisor retains the right to make final decisions on the substance of all performance plans and critical elements.

Supervisors are required to monitor member's performance by engaging in dialogue and documenting interim reviews. Further requirements include anticipating and addressing performance deficiencies.

The Employer, in accordance with applicable performance management regulations, will conduct individual team members' rating of record.

Members in receipt of a rating of record below "Fully Successful", or equivalent rating of record in accordance with applicable performance management regulations, in one or more critical elements will be placed on a Performance Improvement Plan (PIP). A member whose performance does not improve following the PIP may be subject to reassignment, change to lower grade, or separation in accordance with applicable performance management regulations.

Members in receipt of a rating of record of "Fails", or equivalent rating of record in accordance with applicable performance management regulations, must use the Appeals Board process. Members of a rating of record above "Fails" and below "Outstanding", or equivalent ratings of record in accordance with applicable

performance management regulations, may choose either the Appeals Board or the Supervisory Chain of Command (SCoC) Review process.

The labor partner will be afforded a seat on any standing or ad hoc review board for bargaining unit employees established to provide an impartial review of a performance appraisal appeal.

RECOGNITION AND AWARDS

Strategic Planning and Quality assumes continuous improvement of processes. The people who make quality a reality, are to be recognized and rewarded for their insight, initiative, and desire to generate improvement and, ultimately, satisfy the organizations highest expectations. The organization encourages recognition at all levels and will reward employees appropriately. The recognition may be given to any individual, team, or organization/activity. The awards or recognition may be recommended by any individual, team, customer, or organization/activity. Some of the possible options are listed below, but are not all inclusive:

Non-Monetary

- Certificate
- Plaques
- Public acknowledgment
- Time Off Award

Monetary

- Equally distributed team award
- Team based Individual award
- Quality Salary Increase
- Sustained Superior Performance

If it meets or exceeds its goal, an organization/activity may receive an award to be equally distributed to its members. Non-performing members may be excluded from this organizational award. Members in process of adverse action must have any award suspended pending resolution of the action.

All awards should be recommended at the lowest possible level, and approved by the immediate supervisor. Documentation for Time Off Awards, Quality Salary Increases, and Sustained Superior Performance Awards shall be forwarded through the Human Resource Office (HRO)/Payroll as required. The recognition and awards program will be managed in accordance with current agency published guidance.

REDUCTION IN FORCE (RIF)

The Partners believe that people are our most important resource. Unfortunately, (RIF) may become a necessary process in a climate of declining budgets. We affirm the following fundamental principles in the event that a RIF must be conducted

- The Labor partner will be informed and involved as soon as practical
- Reductions in Force will be conducted using current agency published guidelines
- Attrition and early separation incentives will be utilized where possible to avoid a RIF

SAFETY

The Partners are committed to providing and promoting a quality, safe work place which emphasizes the member's responsibility in the following areas:

- Any member may stop and/or report an unsafe act or condition
- Members are responsible for the proper wear and care of their issued Personal Protection Equipment
- Members will promptly report work related injuries in accordance with current agency published guidelines.

Light Duty - Employees who have sustained job-related injuries or illness that prevent them from performing the full range of duties within their job classification and whose medical conditions were diagnosed as "temporary" by their treating physician will be provided light duty assignments in accordance with their physician's restrictions. The immediate supervisor will work with the employee and the HRO to identify and offer light duty work assignments. Light duty assignments will be administered in accordance with current agency published guidelines.

Limited Duty – Employees with non-work related injuries that prevent them from performing the full range of duties within their job classification and whose medical conditions have been diagnosed as "temporary" by their treating physician may be provided limited duty assignments, if available, in accordance with their physician's restrictions. Prior to performance of limited duty, the employee must provide medical documentation from their treating physician, which includes a diagnoses of the medical condition, any treatments, prognosis, and when and under what restrictions, if any, the employee can return to work. The documentation must address the technician's job title in reference to any restrictions or clearance, be on the physician's letterhead, and be signed by a health care provider. All limited duty requests will be reviewed by the supervisor and senior supervisor for approval.

The Employer partner will endeavor to protect members' health and correct identified safety concerns. Solutions may include commercial contracts or existing National Guard resources in administering the following:

- Health Evaluations (Pre-employment, Periodic, and Post Employment) will be accomplished within budgetary constraints
 - Ergonomics and video display terminal programs
 - Environmental Differential Pay
 - Providing members with Personnel Protection Equipment.
-

PHYSICAL FITNESS

The Labor and Employer partners agree that physical fitness is a personal responsibility and current written policy will be followed.

DISCIPLINE AND ADVERSE ACTIONS

Discipline and Adverse Actions will be administered IAW current published agency guidance.

DISPUTE RESOLUTION

A dispute is a request by any member of personal relief in a matter of concern or dissatisfaction relating to their employment. The process listed below is the sole procedure for dispute resolution in all matters except Equal Employment Opportunity (EEO) complaints and Performance Appraisals. Alternate Dispute Resolution (ADR) is available for any dispute.

INFORMAL

Step 1. - Verbal resolution attempt between the member, the first line supervisor and a Union Steward.

Step 2. - If not resolved informally, it may be presented in writing to the designated intermediate supervisor.

FORMAL

Step 1. - If not resolved at the intermediate level, it may be presented in writing to the local Partnership Council.

Step 2. - If not resolved at local Partnership Council, it will be presented in writing to the State Partnership Council.

Step 3. - If not resolved by the State Partnership Council, it will be presented to the Adjutant General.

NOTE: All decisions by the Adjutant General in matters concerning Adverse Actions (32 U.S.C. SEC. 709) and RIF are final. All other matters may be referred to binding arbitration by either party. Arbitration costs will be borne equally.

VOLUNTARY UNION DUES CHECK OFF

Partnership member union dues payments will be coordinated through the Technician Payroll office. Dues are deducted biweekly.

Dues deduction will be withdrawn, or temporarily stopped, for loss of membership due to promotion, retirement, death, separation, or other personnel action that temporarily excludes the Member from the bargaining unit.

Members may voluntarily revoke dues withholding on the first pay period in September.

DEFINITIONS

Modern Operating Agreement (MOA):

The labor agreement (contract) between the Adjutant General of Michigan (TAG MI) and the Laborers' International Union of North America (LIUNA) Local 2132.

Partnership:

A coalition between TAG MI and the members of LIUNA Local 2132.

Partnership Agreement:

A written agreement which has been established between TAG MI and LIUNA Local 2132 to work jointly in establishing and maintaining mutual trust, respect and mission completion.

Partnership Council:

An empowered council consisting of equal numbers from TAG MI and LIUNA Local 2132 for the purpose of:

- Administering the MOA
- Resolving disputes as required
- Negotiate, as needed in accordance with 5 USC 7106
- Furthering strategic planning and quality goals in support of the mission
- Promoting training and education to meet the needs of the Partnership

Labor Partner:

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

Employer Partner:

The Adjutant General of Michigan

Partner:

Members of the Partnership Council

Member:

All Technician employees of the Michigan Army National Guard covered by the MOA.

This Modern Operating Agreement is in effect upon approval and will remain in effect until 18 January 2014. 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.



Burton Francisco, BG



James Bartolacci, COL



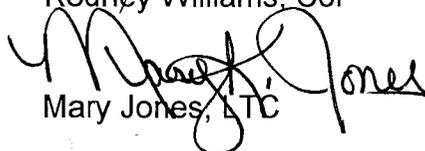
Rodney Williams, Col



Bruce Bahr, COL



Christopher Luczak, SSG



Mary Jones, LTC



Michael Madden, LTC



David Sass, MSG

James Sweat, SSG



Ronald McFerren, SFC

Lester Robinson, SFC



Edward Homrock, SFC

Robert A. Steavens, SGT



Joseph Smock, SFC



Kevin Weise, MAJ



GREGORY J. VADNAÏS
MG, MIARNG
The Adjutant General



STEPHEN GRASZLER
MSG, MIARNG
President LIUNA Local 2132

Dated: 19 JANUARY 2011



DEPARTMENT OF DEFENSE
CIVILIAN PERSONNEL MANAGEMENT SERVICE
1400 KEY BOULEVARD
ARLINGTON, VA 22209-5144

FEB 18 2011

MEMORANDUM FOR THE ADJUTANT GENERAL, MICHIGAN ARMY
NATIONAL GUARD, ATTN: CW3 JESSICA ULREY
3423 N. MARTIN LUTHER KING BOULEVARD
LANSING, MICHIGAN 48906

SUBJECT: Collective Bargaining Agreement between The Adjutant General, Michigan Army National Guard and the Laborer's International Union of North America, Local 2132 (OLMR No. 080655)

The collective bargaining agreement, executed on January 19, 2011, and subsequently modified by the parties on February 17, 2011, has been reviewed pursuant to 5 U.S.C. §7114(c) and is hereby approved. The approval of this revised agreement does not constitute a waiver of or exception to any existing law, rule, regulation, or published policy.

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

“Approved by the Department of Defense on FEB 18 2011.”

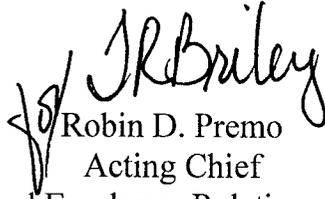
Please forward signed copies of the approved agreement, along with one (1) copy of OPM Form 913B (link attached), as follows:

- a. Civilian Personnel Management Service (CPMS)
Labor and Employee Relations Division
1400 Key Boulevard, Suite B-200
Arlington, Virginia 22209-5144
- b. One electronic copy of the agreement emailed to labor.relations@cpms.osd.mil.
An electronic (.pdf) version of OPM Form 913B is available at:
http://www.opm.gov/forms/pdf_fill/OPM913.pdf.
- c. One copy mailed to National Guard Bureau, ATTN: NGB-HRL,
1411 Jefferson Davis Highway, Arlington, VA 22201-3231

A copy of this memorandum was served via first class mail on the union on

FEB 18 2011.

If there are any questions concerning the agreement, please contact Mr. Pete Heins at DSN 426-6301 or commercial (703) 696-6301, extension 409.


Robin D. Premo
Acting Chief

Labor and Employee Relations Division

cc:

MSG Stephen Graszler
President, LIUNA, Local 2132
10700 West Eaton Highway
Grand Ledge, MI 48837

National Guard Bureau (NGB-HRL)
1411 Jefferson Davis Highway
Arlington, VA 22201-3231