COLLECTIVE BARGAINING AGREEMENT

Between

The Adjutant General of Ohio

and

The American Federation of Government Employees, Local 3970

February 2011-January 2014

The 2011-2014 Collective Bargaining Agreement between the American Federation of Government Employees Local 3970 and the Ohio National Guard is dedicated to the memory of Colonel(Retired) Dean Boling whose tireless efforts to improve Labor and Management relationships made our partnership possible.

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APPENDICES

A1. JPEC Policy Letter 11-01 *"Labor Management Partnership"*

A2. JPEC Policy Letter 11-02 *"Labor-Management Coordination Regarding Bargaining Unit Positions and Hiring/Promotion Procedures"*

A3. JPEC Policy Letter 11-03 *"Policy Letter on Military Leave"*

A4. JPEC Policy Letter 11-04 *"Guidelines for Service Component Partnership Executive Councils, i.e. Army-PEC and Air-PEC"*

A5. JPEC Policy Letter 11-05 *"Labor-Management Procedures Regarding Interview Team Roles and Responsibilities for Bargaining Unit Positions"*

A6. JPEC Policy Letter 11-06 *"Labor-Management Coordination during Fact-Finding to Determine Possible Misconduct"*

A7. JPEC Letter 11-07 *"Partnership Communication Strategy"*

PREAMBLE

We, a coalition of management and elected representatives of labor within the Ohio National Guard, believe that by joining in partnership to address issues of personnel policies or practices and conditions of employment, we can achieve delivery of higher quality service to the citizens of Ohio and the American people. Because we believe that extraordinary effectiveness as an organization can only be accomplished when the ideas of individuals are valued and each segment within the organization seeks to understand and accommodate the interests expressed by others, we recognize the legitimate role of labor and management in the collaborative identification of problems and crafting of solutions. Acting on this belief, we mutually resolve to sustain a partnership committed to improving the open communication of ideas and to promoting the values and principles of partnership in the Ohio National Guard.

ARTICLE I
PRINCIPLES OF PARTNERSHIP

The Adjutant General for the State of Ohio and AFGE Local 3970 enter into this agreement in accordance with Public Law 95-454. In this regard, we will act to achieve a labor management partnership based on the following principles:

SECTION 1. MISSION OF PARTNERSHIP
To continue to change the labor-management relationship from a confrontation over rights to collaboration on achieving improved
Military Readiness,
Public Service, and
Individual Quality of Life

SECTION 2. GOALS FOR PARTNERSHIP
We are committed, to achieving the following goals:

* To create a culture of mutual trust and respect among managers, labor representatives, supervisors and employees;
* To promote empowerment in achieving organizational goals; and
* To institutionalize a process for joint identification of problems, and the cooperative development of solutions, to enhance readiness, improve services, and promote individual quality of life. While recognizing the necessity of maintaining military readiness, each of the listed factors should be balanced in conjunction with the others.

SECTION 3. STRATEGY TO ACHIEVE PARTNERSHIP GOALS

a. We agree to continue a state level Joint Partnership Executive Council to be composed of fourteen members, with equal numbers of representatives from management and the union. This council has the responsibility and authority to develop and initiate action plans to achieve the partnership goals of this agreement. Early identification and collaboration on workplace issues is a primary goal of the partnership. This council will function as the principal forum for management and labor collaboration on issues that have statewide application. Although the mechanics for operation of this council will be determined by the council, all decisions of the council will be derived through consensus of the council membership.

b. We agree the Joint Partnership Executive Council will identify the locations and the worksites to be represented by Local Partnership Committees (LPC). These committees will consist of equal numbers of representatives for management and for the union, and are the principal forum for management and labor collaboration on issues at local worksites. For worksites not represented by an LPC, if labor and management cannot resolve any issue locally then it will be referred to the appropriate Service PEC for resolution. These committees will operate with an individual mission statement consistent with the mission of this partnership, and continue operating procedures using consensus problem-solving techniques.

c. We agree the Joint Partnership Executive Council will maintain a method to support the formation and functioning of these local partnership committees. We support the following initiatives:

(1) The Joint Partnership Executive Council will model the principles of partnership in their function and behavior;

(2) The Joint Partnership Executive Council will establish assistance teams. These teams will be joint teams consisting of both management and union representatives. The teams will schedule visits to local worksites to meet jointly with local union and management representatives to explain the values and principles of partnership, and offer assistance to the partnership committees.

(3) The Joint Partnership Executive Council will commit to ongoing joint training in partnering skills, and seek to employ those skills and techniques in their problem-solving sessions.

d. We agree to maintain an official joint communication product, under the direction of the Joint Partnership Executive Council that will regularly provide information on partnership initiatives and successes to the entire workforce.

e. We agree that a periodic assessment of the partnership must be performed to determine if there is need to modify our structure, procedures, or goals. We support a joint evaluation program, to be administered by the Joint Partnership Executive Council. This evaluation program must assess the effectiveness of the partnership process on the labor-management relationship within the organization, as well as assess the effect of the partnership process on military readiness, delivery of services, and individual quality of life in the organization.

f. The membership of the Joint Partnership Executive Council will consist of fourteen voting members, seven from management and seven from labor. Management representatives will report to and normally be appointed by the Adjutant General or designee. Labor representatives will report to and normally be appointed by the Union President or designee.

ARTICLE II
LOCAL PARTNERSHIP SCOPE OF AUTHORITY

SECTION 1. We agree that local partnership committees are empowered to discuss and consider the full range of issues related to conditions of employment as well as policies and practices affecting the technician workforce. It is the role of the local partnership committee to act as the forum for negotiation and binding resolution on these issues. Local Partnership Committees are not chartered to resolve grievances. The local partnership should use the interest based

bargaining process to identify the full range of interests and generate collaborative solutions to workplace issues. We acknowledge that this process will work best when all parties openly address all concerns related to workplace issues with their constituencies prior to formulating a preferred solution.

SECTION 2. We agree that many workplace issues may be resolved without resorting to using the local partnership committee. Each local partnership committee should establish a process to determine how issues should be identified for local partnership consideration.

SECTION 3. It is understood that a number of policies and practices relating to conditions of employment may be dictated by law or regulations with government-wide application. While local partnerships cannot supersede these laws and regulations, they are empowered to review how these policies will be implemented with a view towards minimizing any adverse impact upon the workforce.

SECTION 4. In determining the appropriate resolution to work place issues that arise, we acknowledge that the express written provisions of this agreement should not be considered to be the sole source of authority. Past practices within the workplace are considered to be a part of this agreement, though they are not specifically addressed herein. To qualify as an enforceable past practice (established practice); the practice has to be legal, in effect for a certain period, and known and sanctioned by management.

ARTICLE III
METHODS OF RESOLVING LOCAL PARTNERSHIP COMMITTEE ISSUES AT IMPASSE

SECTION 1. We as a partnership agree to institutionalize the process by which issues at impasse can be reviewed and resolved. While Local Partnership Committees are the primary forums, we recognize that certain issues may reach an impasse at that level. For those issues in which no consensus can be obtained at the local partnership level, a full review can be obtained through either, the Joint Partnership Executive Council or the Army Guard/Air Guard Partnership Executive Councils (Service-PEC(s)).

SECTION 2. Issues determined by either party to have reached an impasse at the local partnership committee will be referred to the Labor Relations Officer and Union President in writing and in sufficient detail so as to allow for a proper understanding of the matter in dispute. The Labor Relations Officer will then consult with the Union President to determine if an informal resolution or intervention by an assistance team is appropriate. If they establish that further formal consideration of the issue is warranted, they will then jointly make the determination of whether the matter should be referred to the Joint Partnership Executive Council or to the respective Service-PEC. As a general rule, those issues which have agency-wide implications or affect agency-wide policy will be sent to the Joint Partnership Executive Council for consideration. Those issues local in nature or only having application or impact to that particular service will be referred to that Service-PEC. If there is disagreement between the Labor Relations Officer and the Union President regarding the disposition of the issue, the issue will be referred to the appropriate Service-PEC for determination.

SECTION 3. Upon being notified as to the proper forum, the local partnership committee will designate a spokesperson for each side of the issue in dispute. These individuals are responsible for briefing the facts and addressing any questions raised by the members of the forum considering the matter. The Labor Relations Officer is responsible for the administrative details of the meeting. Upon reaching a resolution of the issue, the members of the forum will issue their consensus decision in writing. Copies of this decision will be provided to the referring local partnership, the Human Resources Directorate and the Union President.

SECTION 4. The Air Partnership Executive Council (Air- PEC) will consist of twelve voting members, six from management and six from labor. Management representatives will report to and normally be appointed by the Adjutant General or designee. Labor representatives will report to and normally be appointed by the Union President or designee.

SECTION 5. The Army Partnership Executive Council (Army- PEC) will consist of twelve voting members, six from management and six from labor. Management representatives will report to and normally be appointed by the Adjutant General or designee. Labor representatives will report to and normally be appointed by the Union President or designee.

ARTICLE IV
SAFETY

SECTION 1. WORKPLACE SAFETY
We, the partnership, agree and commit to the workplace safety of all employees. Workplace safety is a number one priority and is the responsibility of each and every employee. Safety equipment, safety training, and safe operating procedures, in accordance with OSHA, EPA, and applicable regulations, will receive priority emphasis at all levels within the organization.

SECTION 2. SAFETY COUNCILS
Local safety councils will represent each worksite for the purpose of addressing safety related issues, and assist in the development of local safety related policies (such as hazardous weather operations, personal employee clean-up involving hazardous materials, etc.). Local safety council membership will include Local Partnership Committee representatives from management and the union. As safety issues are raised and addressed by the local safety councils, those issues (resolved or unresolved) will be presented to the Local Partnership Committee via meeting minutes or another medium for further consideration as they deem appropriate. Individual employees are strongly encouraged to bring safety issues to the forefront and work diligently through the safety councils in seeking resolution. We agree that nothing we do on the job or that takes place in the workplace is worthy of jeopardizing the safety of any employee, acknowledging full well that some tasks necessarily involve a degree of hazard. Our goal is zero accidents and zero injuries.

ARTICLE V
EMPLOYEE ASSISTANCE PROGRAM APPROACH

We, the partnership, believe that retaining trained technicians is in our mutual best interest. Both labor and management are sincerely committed to assist employees with personal problems, such as; drug or alcohol abuse, financial difficulties, or marital conflicts. The partnership supports a proactive approach to aid employees with personal problems which can impact upon their conduct, job performance, and productivity.

ARTICLE VI
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. FAIR EMPLOYMENT PRACTICES
We, the partnership, believe our mission, goals, and strategy to be consistent with the goals of the Equal Employment Opportunity Commission (EEOC). We are committed to ensuring all individuals are protected in their civil right to take and hold a job and to advance in it free of discrimination, as directed in Presidential Executive Order 11478, as amended. We agree our policies must reflect our commitment to the prohibition of those employment discrimination elements addressed by Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended. We further agree our employment policies will be free of discrimination on the basis of marital status or political affiliation.

SECTION 2. COMMUNITY IMPACT
We acknowledge an interdependent relationship exists between the Ohio National Guard and the communities in which we reside. We believe surrounding communities substantiate the core of our existence; consequently, our membership should be representative of the local community. Our partnership must be committed to enforcing equal employment opportunity guidance, to promoting challenge to bias without fear of reprisal, and to encouraging all employees to emulate this commitment.

ARTICLE VII
HIRING & PROMOTION

SECTION 1. ELIGIBILITY FOR CONSIDERATION
We agree that filling intermediate and higher-graded positions through the promotion of our current, qualified, permanent personnel is a reasonable goal of the Ohio National Guard and this partnership. We also agree this is a goal, not a mandate, and should be balanced with policies that sustain our ability to select the best-qualified individual for mission needs.
In support of these principles, we, the partnership, agree to the following policies:

a. The initial area of consideration for advertised bargaining unit positions will include all permanent technicians of the appropriate service (either Ohio Army or Air National Guard), with exceptions allowed due to validated personnel management considerations.

b. The area of consideration for advertised bargaining unit positions may be expanded to include military members of the appropriate service, or a wider range of potential applicants, as appropriate to meet mission requirements.
c. All qualified applicants for an advertised bargaining unit position will be certified concurrently to the selecting official. When there are more than ten qualified applicants, the Selecting Official may request the Human Resources Office to establish a ranking panel to evaluate the qualified applications and determine which represent the best qualified. The ranking panel will include both personnel staffing and a functional area expert appointed by the appropriate senior management official. Only the ten best-qualified applicants will be certified to the selecting official.

SECTION 2. ROLE OF PARTNERSHIP COMMITTEES
We agree the collaboration between management and labor on the important procedures used to select employees for positions throughout the Ohio National Guard is essential to recruiting and retaining a motivated and committed workforce. We acknowledge that employees within the local workplace, where a position is to be filled, have a significant stake in the selection and should have input into the process. We, therefore, agree that the Joint Partnership Executive Council will address selection procedures for bargaining unit positions throughout the Ohio National Guard.

SECTION 3. PERSONNEL ASSISTANCE GUIDELINES
We agree that it is fundamental to the philosophy of this labor-management partnership not only that current employees are given the opportunity to apply and interview for positions offering advancement in the Ohio National Guard, but our policies must encourage and enhance these opportunities where possible. We, therefore, support the following policy guidelines.

a. Position advertisements for concurrent selection opportunity as either a bargaining unit technician or AGR will encourage the use of a standardized application format for all applicants. This format will be included in the advertisement of the position.
b. Interviews of current employees will not be conducted on the same day of interview notification, unless requested by the interviewee.
c. Current employees should be given adequate personal clean-up time to prepare for a scheduled interview.
d. An individual interviewed but not selected, for an advertised bargaining unit position, should be provided reasonable feedback regarding their non-selection, upon request. This request must be made within thirty (30) days of notification.
e. Interviews of all applicants certified to the selecting official as qualified will be required, unless declined by applicant.

ARTICLE VIII
DETAILS & TEMPORARY PROMOTIONS

We, the partnership, acknowledge non-competitively determined details and temporary promotions are exceptions to merit selection procedures, and must be used only when an exception is warranted. We also acknowledge current NGB TPR 300-335 guidance for non-competitive details and temporary promotions (of 120 days or less) will be used. We agree that

supervisors will consult the local union Vice President or designee before a detail or temporary promotion of a bargaining unit employee is submitted to the Human Resource Office.

ARTICLE IX
WORK SCHEDULES

We, the partnership, agree that flexible schedules within the workplace are a desirable goal that benefits individual employees and the organization. We believe that work schedules must be in harmony with mission accomplishment and employees' quality of life. We agree that individual considerations for flexible schedules will be one of the factors evaluated, but will not override all other considerations that must be used, in granting approval.

SECTION 1. LOCAL GUIDELINES
We agree local partnership committees should develop guidelines for establishing flexible work schedules at local worksites. These guidelines will be consistent with current Ohio National Guard published work schedule policies, but will include any local variation or restrictions determined appropriate by the local partnership committee.

SECTION 2. PROCEDURES
We agree that local work areas will develop work schedule proposals in accordance with current Ohio National Guard and locally developed guidelines.

ARTICLE X
ANNUAL & ADMINISTRATIVE LEAVE

SECTION 1. LEAVE POLICY
We, the partnership, agree leave policies will be as fair and equitable as possible for all employees. We agree local partnership committees may establish guidelines for timely approval and disapproval of leave requests.

SECTION 2. SCHEDULING OF ANNUAL LEAVE

a. ANNUAL VACATION REQUEST PROCEDURES
We agree all employees will be given the opportunity to request leave for planned vacations during January. Employees may request desired dates that fall within the upcoming twelve (12) month period (February through January). The approving authority will approve or disapprove these requests in a timely manner. Seniority will be used to resolve leave request conflicts; however, leave in conjunction with holidays will be rotated on a fair and equitable basis without regard to seniority.

b. ROUTINE OR PERIODIC LEAVE REQUESTS
Employees may submit leave requests anytime throughout the year. Conflicts will be resolved by giving first priority to leave schedules submitted in January. Seniority will not be a factor in approving routine or periodic requests; instead requests will be acted upon in the order in which they are received.

SECTION 3. ADMINISTRATIVE LEAVE
At the discretion of the Adjutant General, administrative leave policies may allow time to perform some services which are beneficial to the community and the National Guard.

a. BLOOD DONATIONS
Technicians may be excused to donate blood. The amount of time excused will be commensurate with circumstances, such as travel time and post-donation care determined by blood donation officials.

b. EMERGENCY SERVICES
We agree administrative leave may be authorized to technicians who are VOLUNTEER members of emergency medical, law enforcement, or fire fighter organizations. The immediate supervisor may authorize administrative leave.

(1) To allow employee participation in an emergency during normal duty hours,
(2) For that portion of normal duty hours spent in emergency duties, when the emergency duties take place during non-duty hours and extend into scheduled duty hours.

SECTION 4. OTHER AUTHORIZED LEAVE FOR EMERGENCY SERVICES
If emergency duties take place during non-duty hours, and do not extend into duty hours, the employee may be allowed an eight (8) hour period of annual leave, leave without pay, or compensatory time to report to work for the remainder of the scheduled technician shift. The eight (8) hour period begins when emergency duties end. The employee will call the immediate supervisor to determine the adjusted reporting time.

a. If the employee elects to use all or any portion of this eight hour period, annual leave, leave without pay (LWOP), or compensatory time, as requested, will be used for that portion of the eight hours falling within the employee's scheduled duty hours.

b. If the employee requests, annual leave, LWOP, or compensatory time may be granted up to a full day from the time of release from emergency volunteer duty.

ARTICLE XI
OFFICIAL TIME

SECTION 1. BASIS FOR OFFICIAL TIME
We, the partnership agree that collaboration of management and union representatives, at the state and local level, requires the recognition of a need for official time by employees performing representational functions at all levels throughout the Ohio National Guard. We recognize that the amount of official time necessary to satisfy both the statutory obligations of exclusive representative and active partnership participation will place varied, sometimes strenuous, demands upon both individual supervisors and union representatives. We agree that official time shall be granted when needed and in the amount necessary to accomplish union obligations and responsibilities. We understand that the duties of the position of President of AFGE Local 3970 constitute full-time responsibilities, and the impact on the local organization must be recognized.

SECTION 2. ROLE OF PARTNERSHIP COMMITTEES
We agree that local partnership committees must assess the impact of the use of official time on the functioning of the organization and on supervisor-employee relationships. We agree these

committees must seek responsive methods to resolve local problems. Such methods may include technician position management to offset absence of employees on official time, or the award of compensatory time for appropriate representational duties.

SECTION 3. RECOGNITION OF OFFICIAL TIME
We agree that the use of official time by union representatives is essential to the partnership relationship. We believe it is necessary for supervisors, managers, union representatives, and employees to understand the importance of official time and its role in meeting our partnership goals. We agree that these values must be included in the partnership educational process.

ARTICLE XII
PERFORMANCE APPRAISALS

We, the partnership, agree that the manner of performance approach to performance evaluation of the technician workforce has proved to be a significant improvement over past methods. We believe that this method is the most effective means for establishing mutual job performance expectations between the first line supervisor and the technician employee and in promoting improvement in both individual and organizational performance. While recognizing that problems still remain in the areas of timeliness, accountability and administration, we are committed to continuing the manners of performance approach to evaluating the achievement level of technician employees.

SECTION 1. DEVELOPMENT OF PERFORMANCE STANDARDS
We agree to an appraisal process that will begin with the development of performance standards using a "manner of performance" approach. This approach will require a supervisor and employee to consider problems associated with meeting acknowledged job requirements, and to collaborate on creating standards that identify methods of performing that will minimize or prevent those problems. It is our intent that performance standards should identify clear methods of performing that are recognized by the supervisor and employee as appropriate to achieving job and mission expectations. We agree that clearly written manner of performance standards should promote meaningful performance reviews, identify better ways of performing to improve quality and efficiency, and make appraisal ratings more objective. We believe this process-oriented approach will enable supervisors and employees to focus on how to resolve problems and correct mistakes, rather than focus on how many mistakes will be tolerated. We agree that appraising performance processes, rather than outcomes, will support improvement of individual employee work habits. We agree that mission and partnership goals will be better served through use of performance standards that advise the employee how to perform to achieve a specific performance level.

SECTION 2. TIMELINESS OF APPRAISALS
We acknowledge that the appraisal process must include both a formal appraisal at the end of a rating period, and on-going, supervisor to employee feedback throughout the rating period. We agree that the emphasis in the appraisal process should be on individual involvement of supervisors and employees to achieve continuous improvement. We also agree this appraisal process is designed to result in a performance level rating. Therefore, we acknowledge that

technician employees will receive formal appraisals promptly at the end of each rating period, and agree timely completion of the formal appraisal is a significant obligation of management.

ARTICLE XIII
SENIORITY

We, the partnership, agree that for the purposes of this agreement seniority will be based on Technician Service Date (TSD), as defined in TPR 300-351; Chapter 3, Section 3-1d of "Terms and Definitions." Technician Service Date is defined as the service date based on the total service as a technician with the National Guard under permanent, indefinite, and temporary appointments, including technician service in other states. We further agree that if an employee performs military service during this period and returns to a technician position within ninety (90) days from the date of release from military service, technician employment will be considered as uninterrupted. Military service prior to an initial appointment as a technician shall not be considered in determining seniority.

ARTICLE XIV
REDUCTION IN FORCE

SECTION 1. PRE-IMPLEMENTATION COORDINATION
We, the partnership, agree that management should consider options such as reorganizations or realignments before implementing a Reduction-in-Force (RIF). The Adjutant General, in conjunction with the Joint Partnership Executive Council and other appropriate partnership councils/committees should consider various workforce reduction options; such as, voluntary early retirements, employee buyouts, voluntary placements between services, hiring freezes, and other available management actions to include appraisal cut-off dates prior to involuntary separations through a RIF.

SECTION 2. PROCEDURES
Technician Personnel Regulation (TPR) 300-351, dated 22 November 1993, and the Ohio Technician Personnel Regulation 300-351 dated 1 July 2009, are the source documents for all procedures to be used when a Reduction in Force is required. Changes to this TPR during the term of this agreement will not be used in a RIF without the agreement of the Joint Partnership Executive Council.

a. USE OF APPRAISAL PERFORMANCE LEVELS. Technicians within the RIF competitive area will be listed on retention registers according to their respective competitive levels, tenure group, and technician appraisal performance level. To compute retention standing, the three most recent official technician appraisals will be used by assigning a point value to the adjective performance level of each appraisal as follows:

Outstanding -5;
Excellent - 4;
Fully Acceptable - 3;
Marginally Acceptable - 2; Or
Unacceptable - 1.

The point values of the three appraisals will be totaled to determine a retention register adjective performance level. This retention register performance level will be assigned on the basis of total point values, as follows:

14-15 for Outstanding;
11-13 for Excellent;
8-10 for Fully Acceptable;
5-7 for Marginally Acceptable;
and 3-4 for Unacceptable.

b. ORDER OF RETENTION. All technicians within a competitive level and tenure group will be grouped for retention ranking initially by the overall adjective performance level obtained. A ranking of technicians within the same overall performance level will be achieved by using seniority, as defined in this agreement. If a tiebreaker is required between technicians with the same seniority basis, service computation date (SCD) will be used.

c. EMPLOYMENT/RE-PROMOTION PRIORITY LISTS. The state Human Resources Office will maintain reemployment/ re-promotion lists. Technicians downgraded or involuntarily separated with eligibility for priority reemployment or re-promotion consideration will be placed on a single list in retention order sequence. As vacancies become available, qualified technicians will be offered placement in sequential order from the consolidated listing based on retention standing.

ARTICLE XV
DISCIPLINE

We, the partnership, agree that routine communication, including counseling on conduct issues, between supervisors and employees is essential to the development of respectful working relationships and accountable conduct. We agree it is in our mutual best interest to resolve behavior problems through early identification of the problem to the employee to encourage a self-determined resolution, whenever possible. We recognize that disciplinary action may be a necessary response to the conduct of a bargaining unit member when that conduct impairs performance, disrupts the working environment, or brings discredit on the organization. We agree the object of any disciplinary action must be to modify or discourage inappropriate conduct by emphasizing individual accountability. We also agree the value of disciplinary actions, when required, depends on developing an understanding and appreciation by the employee of the need to modify the problem behavior. We recognize the following procedures as beneficial to effectively conducting counseling and administering disciplinary actions.

a. If either the supervisor or the employee determines that a counseling discussion regarding conduct issues would be better served by including a union representative, the counseling session will be scheduled to permit a union representative to attend.

b. Before a supervisor initiates any disciplinary action or a letter of counseling, the affected employee and a union representative will be given the opportunity to informally discuss the problem and the basis for the action with the supervisor.

c. Supervisors should be aware of the availability of alternative discipline as a means of addressing misconduct cases. They are strongly encouraged to utilize alternative discipline agreements when appropriate.

ARTICLE XVI
GRIEVANCE PROCEDURES

This article identifies procedures to be used for resolving grievances between bargaining unit employees and supervisors, and between agents of the union (AFGE Local 3970) as the exclusive representative of the bargaining unit, and management officials within the Ohio National Guard. We, the partnership, acknowledge that conflict and disagreements will inevitably occur; therefore, defined, agreed-upon procedures for resolving these issues, in a way that will address underlying problems and respect the interests of each party, are an important part of building and sustaining a cooperative labor-management relationship. We agree the following precepts apply to these procedures:

- All grievable complaints should be resolved informally, when possible. All informal resolutions to grievance complaints will be the result of a voluntary consensual agreement between the primary parties involved in the complaint.
- Nothing in this article is intended to preclude open discussion to resolve potential complaints between a bargaining unit employee and a supervisor or other management official.
- Potential problems and concerns must be identified and communicated as they occur. Poor communication will lead to misunderstanding, unhelpful emotions, and destructive outcomes.
- A bargaining unit employee may request and obtain the participation of a union representative at any point in the discussion of a potentially grievable complaint with a supervisor or management official. When a complaint becomes a grievance, the union will be notified and included in any follow-on discussion between the parties.

SECTION 1. GRIEVANCE DEFINITION & APPLICABILITY

a. DEFINITION.

We agree a grievance is a complaint relating to a condition of employment of one or more bargaining unit employees. A complaint will become a grievance after the issue has been identified to all individuals involved in a complaint, and an attempt by those individuals to understand counter viewpoints and reach agreement fails to resolve the issue.

b. APPLICABILITY OF GRIEVANCE PROCEDURES.

We acknowledge a grievable complaint may not concern any claimed violation relating to:

(1) Prohibited political activities, or
(2) Retirement, life insurance, health insurance, or
(3) A suspension or removal for national security reasons, under 5 USC section 7532, or
(4) Any examination, certification, or appointment, or
(5) The classification of any position which does not result in the reduction in grade or pay of an employee.

(6) Even though the negotiated grievance procedure is not available for 32 USC 709(f) issues, other administrative alternatives will be made available for these cases which will allow for a review hearing prior to a final decision of the Adjutant General.

c. We agree these negotiated grievance procedures will be the exclusive procedures for resolving grievable complaints, except as otherwise provided in 5 USC section 7121. Allegations of discrimination can be raised and addressed through the negotiated grievance procedure or through the State Equal Employment Manager.

SECTION 2: GRIEVANCE PROCEDURE.

a. INFORMAL PROCEDURE – STEP 1

When complaints surface in the workplace, the best approach to resolve a problem is open communication between the primary parties involved in the complaint. An informal grievable complaint may be addressed to an immediate supervisor or the appropriate management official at the level where the issue giving rise to the complaint occurs. The complaining party or their labor representative is required to contact the appropriate supervisor or management official and inform them that they desire a meeting to discuss an informal grievance. If either party to a grievable complaint decides that discussion of the problem would be better served by including a union representative in the discussion, a meeting with the parties and a union representative will be coordinated. If the parties reach a consensus agreement resolving the complaint; no other action will be required. The informal grievance need not be in writing. An informal grievance must be resolved within 30 calendar days of the initial notification to management of the informal complaint, or if not resolved, it must be pursued as a formal grievance or dismissed. When a grievable complaint has been identified, but no informal resolution agreement has been achieved between the primary parties to the complaint following a reasonable attempt to discuss and resolve the issue (with or without a union representative involved), the grievant may file a formal complaint. There is no requirement to wait 30 days for a resolution before filing a formal complaint. The grievant will have the option to decline attendance at any Grievance Resolution meeting at any level of the process and be represented by labor.

b. FORMAL PROCEDURE – STEP 2

The grievant must file a formal complaint in writing and provide copies of the complaint to the appropriate union representative and the next level of supervision of the supervisor or management official to whom the complaint was addressed informally. The complaint must be entitled 'Formal Grievance' and include the following information:

(1) The names and work location of the primary parties to the complaint,
(2) The name of the union representative and the name of the higher level supervisor ,
(3) The date the action occurred giving rise to the complaint,
(4) The date the written grievance is submitted to the higher level supervisor,
(5) A brief statement of the grievable complaint, plus any special circumstances that are considered relevant,
(6) The resolution sought,
(7) The signature of the grievant or union representative.

c. A grievance resolution meeting will be scheduled as soon as practical, and at a time and place agreed upon by all participants. The meeting will normally include the primary parties to the complaint, a union representative, and the identified higher level supervisor.

The formal grievance must be addressed for resolution within 20 calendar days of the written notification to management.

(1)If the grievant complaint is resolved, a brief annotation will be made on the copy of the complaint to be maintained by the union and by the management official with the date of resolution. No further action will be required.

(2) If the grievant complaint is not resolved or the grievant and management agree that continued discussion will not be productive, or if no resolution is reached within 20 calendar days, the grievant should forward a written copy of the grievance annotated with 'NO RESOLUTION AT STEP 2 as of (date),' to the Human Resource Office, ATTN: Labor Relations for a STEP 3 action.

(3) FORMAL PROCEDURE – STEP 3

When a formal grievance is received by the Human Resource Office (Labor Relations Officer), the complaint will be reviewed to determine the appropriate management representative to be included in a resolution meeting. The Human Resource Office will contact the union to identify the union officer who will be included in the STEP 3 resolution meeting. A grievance resolution meeting will be scheduled as soon as practical at a time and place agreed upon by all participants. The meeting will normally include the grievant, the identified union officer, the identified management representative and the Human Resource Office. The formal grievance must be addressed for resolution within 20 calendar days of receipt by the Human Resource Office.

(1) If the grievant complaint is resolved, a brief annotation will be made on the copy of the complaint to be maintained by the union and the Human Resource Office along with the date of resolution. No further action is required.

(2) If the grievant complaint is not resolved or the grievant and management agree that continued discussion will not be productive, or if no resolution is reached within 20 calendar days, the grievant may request a grievance resolution meeting with the appropriate Assistant Adjutant General. The Human Resource office, in concert with the appropriate union officer, will coordinate the meeting.

(4) FORMAL PROCEDURE – STEP 4

The Assistant Adjutant General will be provided a copy of the written grievance prior to having a grievance resolution meeting. The meeting will normally include the grievant, an appropriate union officer or as determined by the Union President and appropriate management officials (as determined by the ATAG). A Human Resource representative may be included at the option of the ATAG. The formal grievance must be addressed for resolution within 20 calendar days of the request for the STEP 4 meeting.

(1) If the grievant's complaint is resolved, a brief annotation will be made on the copy of the complaint to be maintained by the union and the Human Resource Office along with the date of resolution. No further action is required.

(2) If the grievant complaint is not resolved to the grievant's satisfaction, they may request a final decision from the Adjutant General.

(5) FORMAL PROCEDURE – STEP 5

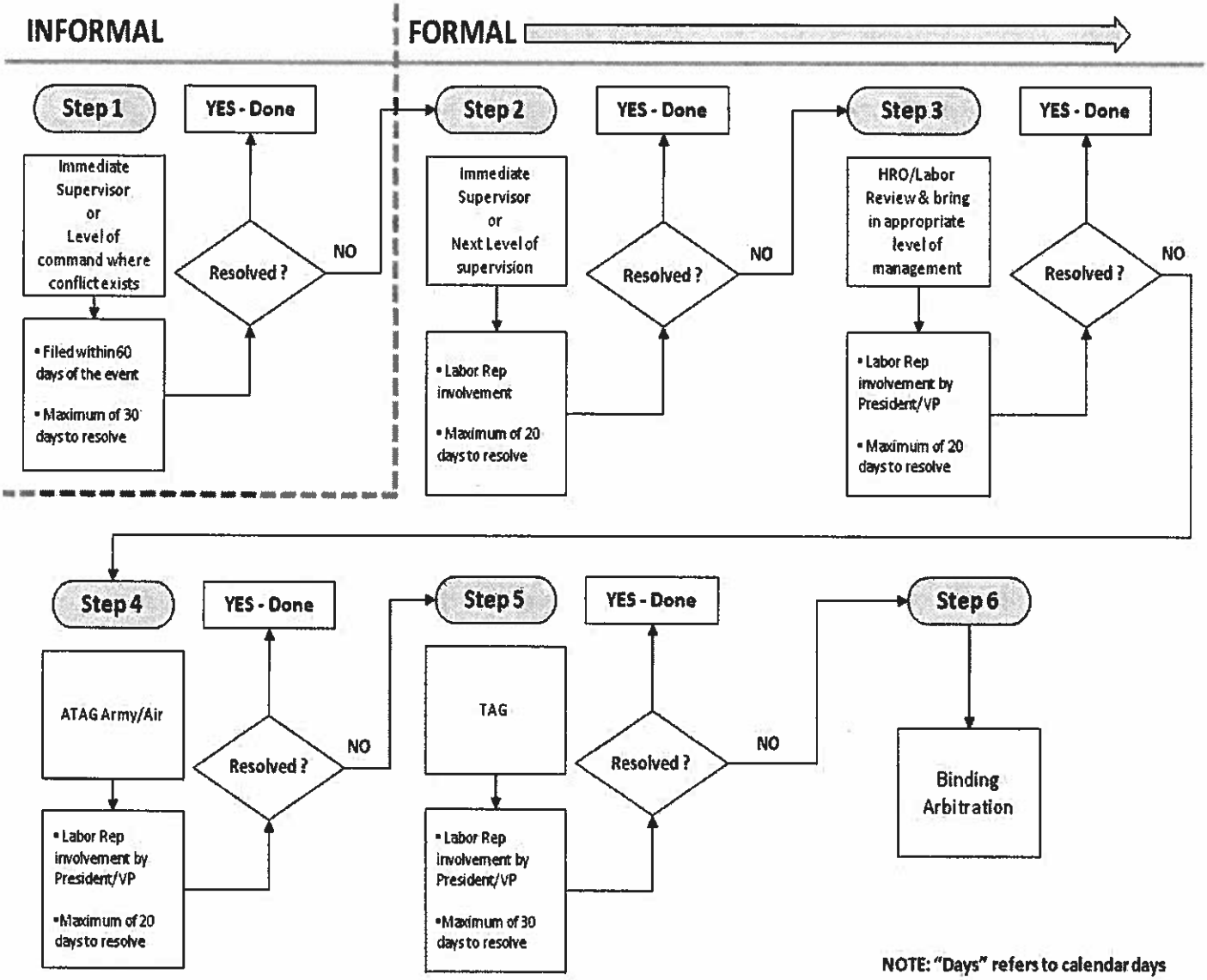
A grievant's complaint appeal to the Adjutant General will be coordinated through the Human Resource Office. The grievant is permitted to provide a detailed explanation of the grievance complaint and a requested resolution for consideration. The management representative who participated in the STEP 4 meeting is permitted to provide a management perspective on the complaint. The Adjutant General will review both submissions for a final decision. At the discretion of the Adjutant General a face-to-face meeting may be granted prior to a decision being issued. If a face-to-face meeting is scheduled, the appropriate union officer will accompany the grievant. The Adjutant General may consult any of the parties to the grievance process prior to his decision. The Adjutant General's final decision will be issued in writing and provided to the grievant and the union within 30 days of his receipt of the grievance complaint.

SECTION 3. TIMELINESS OF GRIEVANCE PROCEDURES.
A grievance must be identified as a grievable complaint within 60 calendar days of the grievable occurrence, unless extenuating circumstances requiring a longer time frame for submission as a grievance is recognized by both parties to the complaint. Any extension of timelines for any step must be agreed to by both parties.

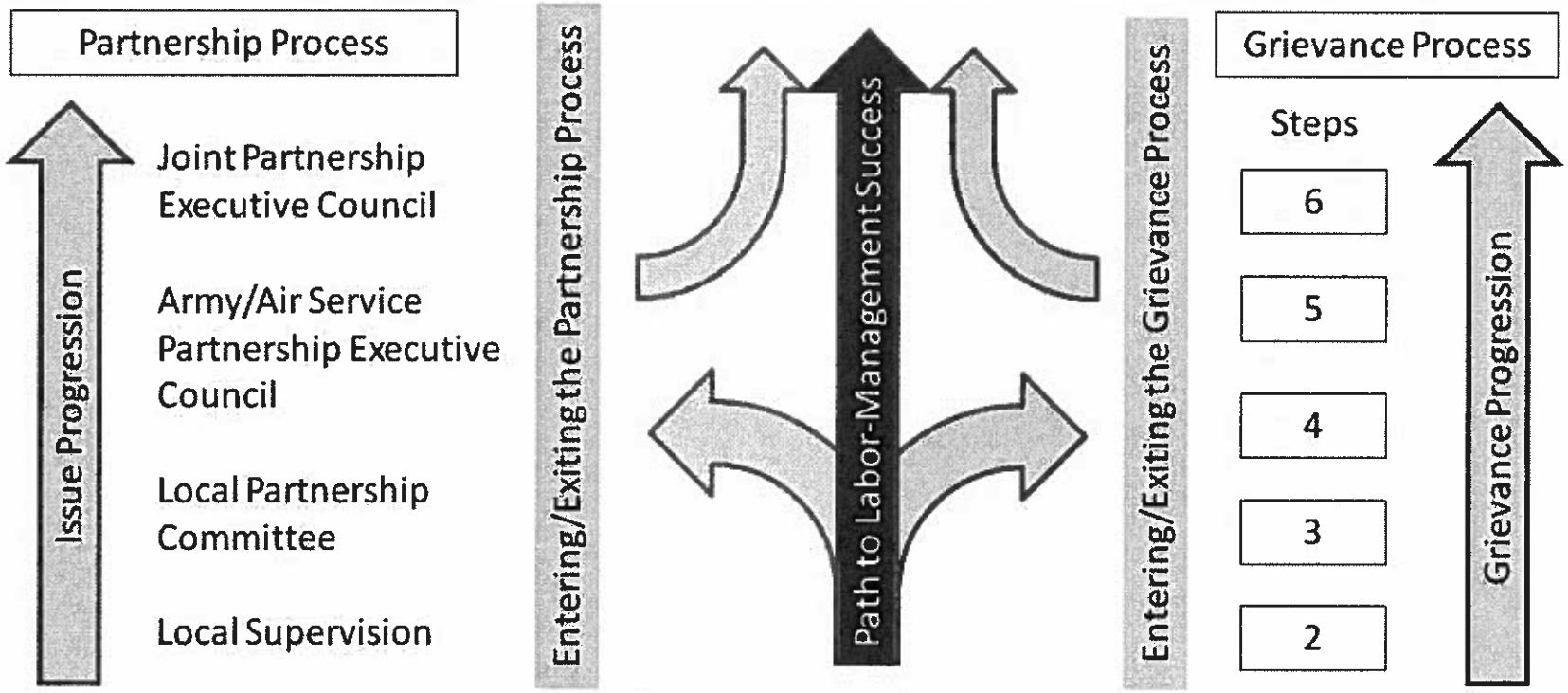
SECTION 4. ARBITRATION OF GRIEVANCE ISSUES.

a. A grievance issue will only be referred for binding arbitration if the Adjutant General has considered the issue and issued a final decision.
b. No issue for which the Adjutant General has final authority, as provided in the "National Guard Technicians Act of 1968" (32 USC 709(f)), may be referred to arbitration.
c. Selection of an arbitrator, if required, will be coordinated between the union and management in concert with the Federal Mediation and Conciliation Service, unless the parties agree to other procedures. The cost of arbitration fees and expenses will be shared equally between the union and management. Each party will bear the costs associated with preparing and presenting its own case in arbitration. We acknowledge that this agreement does not negate the authority of the arbitrator to award fees for representation.

Grievance Process



Path to Labor-Management Success



Process Addresses:
- Change in working conditions
- Policy Changes
- Employee concerns
- Quality of life initiatives
- Safety Issues
- Training initiatives

Labor and management address issues and resolve impasses using the Partnership process. At any time issues arise on the path to success they are directed into the appropriate level of the Partnership Process. If an employee or the Union is harmed by some action, decision, lack of PDI, etc, the employee or Union enters the Grievance Process. The grievance process is always available as a check-and-balance for the Partnership Process. Both processes provide valuable direction to labor and management on the path to success.

Process Resolves:
- No Pre-Decisional Involvement
- Violation of employee rights
- Disciplinary Issues

ARTICLE XVII
WORKPLACE SMOKING ACCOMMODATIONS

SECTION 1. SMOKE-FREE WORKPLACE POLICY
We, the partnership, acknowledge the value of current policies that ban smoking inside workplace buildings and government vehicles. We agree the need to protect the health and comfort to all employees, as well as the public outweighs the inconvenience caused by these policies for individuals previously accustomed to smoking in the workplace. We also recognize the need to provide some accommodation for those smokers significantly impacted by this change.

SECTION 2. SMOKING ACCOMMODATIONS

a. We agree that bargaining unit employees who choose to smoke should be provided access and opportunity to smoke at reasonable intervals throughout the workday. Smoke break policies must be developed as a cooperative effort between the employees and supervisor to accommodate individual needs without compromising the standard of performance reasonably expected within a work section. Neither a dictatorial approach rigidly limiting smoke time, nor cavalier insistences on unreasonable time away from the worksite are appropriate.

b. We agree outdoor shelters that provide reasonable protection from inclement weather will be provided at each workplace where bargaining unit employees require an area for smoking. These shelters must be reasonably accessible from the work location, and effective to meet the needs of smoking employees. The designation or construction of a smoking shelter should be coordinated between smoking employees and facility managers at each site.

ARTICLE XVIII
UNION DUES WITHHOLDING

We, the partnership, agree that union dues withholding payments will be coordinated between the appropriate technician payroll office and the Union President or Secretary-Treasurer of the Union. Union dues deductions may be terminated for loss of membership due to promotion or transfer to a non-union position, retirement, death, or separation from technician employment. Union members may voluntarily revoke dues withholding after a one-year period. Following the first year of membership, union members may choose to revoke withholding for dues annually only during their membership anniversary month. Prior to discontinuing union dues withholding, the appropriate comptroller or designated coordinating individual will contact the Union President or Secretary-Treasurer to confirm eligibility of the union member to discontinue dues withholding.

ARTICLE XIX
AGREEMENT DURATION, MODIFICATION, RENEWAL, THE PRECEDENCE OF REGULATIONS

SECTION 1. AGREEMENT DURATION
We, the partnership, agree this document constitutes a collective bargaining agreement within the terms of the Federal Service Labor-Management Relations Statute. This agreement will be effective on the date it is approved by the authority designated by the agency head in accordance with 5 U.S.C. 7114(c). This agreement will be a binding agreement on the parties from the date it becomes effective, and will remain a binding agreement for three (3) years, unless altered or rescinded by agreement of the parties.

SECTION 2. AGREEMENT ASSESSMENT AND MODIFICATION
We agree this agreement is subject to review by the Joint Partnership Executive Council to determine if it should be reopened for modification. We agree that any modification to the terms of this agreement will be subject to ratification by the Union, and approval by the authority designated by the agency head.

SECTION 3. AGREEMENT RENEWAL
We agree the Joint Partnership Executive Council will meet not more than 120 calendar days, nor less than 90 calendar days before the scheduled expiration date of the agreement to determine the need for renegotiations. If the Joint Partnership Executive Council determines new negotiations are necessary, the council will decide the methods and means to be used in the negotiation process. If the council agrees that there is no need to renegotiate this agreement, a new signature page will be accomplished, and the agreement will be resubmitted for ratification by the Union and approval by the authority designated in accordance with 5 U.S.C. 7114(c).

SECTION 4. PRECEDENCE OF REGULATIONS
We acknowledge that policies, procedures, and regulations of the Department of Defense, Department of the Air Force, Department of the Army, Office of Personnel Management, and the National Guard Bureau, applicable to National Guard military and civilian technicians, and in effect on the effective date of this agreement, will apply to the terms of this agreement, unless contrary terms have been specifically addressed in this agreement. We agree that the JPEC will be the forum to negotiate the implementation of policies, procedures and regulations that fall outside of government wide statutes or regulations published during the effective period of this agreement. We, as authorized collective bargaining agents for either the Adjutant General of Ohio or labor as represented by the American Federation of Government Employees (AFGE) Local 3970, intending to promote a labor-management partnership within the Ohio National Guard, agree to the terms and conditions of this collective bargaining agreement. On behalf of the Adjutant General of Ohio and AFGE Local 3970, by our signatures below, we execute this agreement this 26 January 2011 and intend it to become effective and binding on the date of approval by the authority designated by the Agency Head in accordance with 5 U.S.C. 7114(c) and for three years thereafter, or as otherwise provided in Article XIX, section 1, of the agreement.

We acknowledge this agreement represents the informed consensus of the Adjutant General of Ohio, the Assistant Adjutants' General of Ohio (Army and Air), and the full membership of the appointed negotiating committee, composed of the following individuals: Homer C. Rogers, Director of Human Resources, John Harris, Michael McHenry, John Dernberger, Anthony Digiacomo, representing the Ohio Army National Guard; Gregory Schnulo, Lindsey Whitehead Trevor Noel and William Wolfarth, representing the Ohio Air National Guard; and Jeffery L. Tanner, Dan Wayble, Roberta Craigo, Michael F. Dohrmann, Bobby Lykins, John Gibson, Ronnie Hill, Joshua Bell and Brent Leimenstoll representing the American Federation of Government Employees (AFGE) Local 3970. E. Dean Boling, a contractor, served as facilitator and subject matter expert. Dana Pharis. Daryl Scott and Kathy Gulla, Human Resources Office, served as scribes and resource support coordinators.

FOR MANAGEMENT

DEBORAH A. ASHENHURST
Major General
The Adjutant General

FOR LABOR:

JEFFERY L. TANNER
President
AFGE Local 3970

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

FEB 2 4 2011

MEMORANDUM FOR THE ADJUTANT GENERAL, OHIO NATIONAL GUARD
ATTN: HUMAN RESOURCES OFFICE
COL HOMER C. ROGERS, JR
2825 WEST DUBLIN GRANVILLE ROAD
COLUMBUS, OHIO 43235-2789

SUBJECT: Negotiated Agreement between the Adjutant General, Ohio National Guard and the American Federation of Government Employees, Local 3970

An initial agreement was executed on December 17, 2010 and reviewed by this office pursuant to 5 U.S.C. § 7114(c). By memorandum dated January 11, 2011, the parties were notified that the agreement was disapproved, as several provisions did not conform to law, rule, or regulation. The parties renegotiated the disapproved provisions and submitted them to this office for review. The renegotiated agreement was executed on January 26, 2011 and reviewed by this office pursuant to 5 U.S.C. § 7114(c). After reviewing the revised provisions, we find the revised provisions, or deletions, satisfy the negotiability concerns described in our January 26, 2011 disapproval memorandum and are now approved.

The approval of this 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 indicate:

"Approved by the Department of Defense on FEB 2 4 2011 ."

Signed copies of the approved agreement, along with one copy of OPM Form 913B, should be forwarded 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 emailed to labor.relations@cpms.osd.mil. An electronic version of OPM Form 913B is available at http://www.opm.gov/forms/pdf_fill/OPM913.pdf.

c. One electronic copy emailed to the National Guard Bureau at: scott.brinker@us.army.mil .

If there are any questions concerning the agreement, Mr. Lee Alner can be reached on DSN 426-6301 or commercial (703) 696-6301, extension 407.

A copy of this memorandum was served on the labor organization, which is a party to this agreement, by certified mail on FEB 2 4 2011.

for/ JRBriley
Lisa McGlasson
Acting Chief
Labor and Employee Relations Division

cc:

Mr. Jeffrey Tanner, President,
American Federation of Government Employees,
Local 3970
P.O. Box 552
Galloway, OH 43119

National Guard Bureau
ATTN: NGB-HRL
1411 Jefferson Davis Highway
Suite 9100
Arlington, VA 22202-3231

STATE OF OHIO
ADJUTANT GENERAL'S DEPARTMENT
2825 West Dublin Granville Road
Columbus, Ohio 43235-2789

OHIO JOINT PARTNERSHIP EXECUTIVE COUNCIL (JPEC) 7 March 2011

MEMORANDUM FOR All Bargaining Unit Technicians and Supervisors

SUBJECT: JPEC Policy Letter 11-01 (Labor-Management Partnership)

1. The Joint Partnership Executive Council, as the principal forum for negotiation to establish agency-wide labor-management policy, hereby reaffirms our commitment to a labor-management partnership for the Ohio National Guard. We fully support the mission, goals and strategy of our partnership charter as stated in Article I of our collective bargaining agreement. We recognize the merit of Pre-Decisional Involvement (PDI) with labor in a collaborative approach to labor relations and endorse the continuation of our partnership structure and utilization of the interest-based problem solving approach to resolve negotiable issues.

MANAGEMENT RESPONSIBILITY: Management is hereby directed to discuss workplace challenges and problems concerning conditions of employment with labor and endeavor to develop solutions jointly, rather than advise union representatives of predetermined solutions to problems and then engage in bargaining over the impact and implementation of the predetermined solutions.

LABOR RESPONSIBILITY: Labor is hereby directed to bargain in good faith and be responsive in the collaborative process.

2. The membership of the Joint Partnership Executive Council (JPEC) will consist of fourteen voting members as follows: The Adjutant General, Assistant Adjutant General – Army, Assistant Adjutant General – Air, Chief of Staff – Army, Director of Staff – Air, Director of Human Resources, a designated Wing Commander – Air, AFGE Local 3970 President, AFGE Local 3970 Secretary-Treasurer, and five union officers designated by the Union President. The Labor Relations Officer will serve as a non-voting member.

3. Management and labor representatives are hereby directed to support the development and operation of Local Partnership Committees (LPCs) in accordance with the provisions of the collective bargaining agreement. These LPCs will continue to operate using interest-based problem solving procedures to resolve local labor-management issues. Senior representatives of management and labor must ensure that Local Partnership Committees establish and maintain an effective capability to resolve local labor-management problems by providing knowledgeable and empowered representatives to participate on the LPCs.

4. This memorandum establishes personnel policy of the Ohio National Guard and will be administered as a policy of The Adjutant General by the Human Resource Division. This policy will be effective for the period coinciding with the AFGE Local 3970 and Adjutant General's Department Collective Bargaining Agreement executed by the Department of Defense on 24 February 2011, unless specially rescinded or superseded.

Deborah A Ashenhurst

DEBORAH A. ASHENHURST
Major General
The Adjutant General

10 Mar 2011
(Date)

Jeffery L Tanner

JEFFERY L. TANNER
President
AFGE Local 3970

10 March 2011
(Date)

STATE OF OHIO
ADJUTANT GENERAL'S DEPARTMENT
2825 West Dublin Granville Road
Columbus, Ohio 43235-2789

OHIO JOINT PARTNERSHIP EXECUTIVE COUNCIL (JPEC) 7 March 2011

MEMORANDUM FOR All Bargaining Unit Technicians and Supervisors

SUBJECT: JPEC Policy Letter 11-02 (Labor-Management Coordination Regarding Advertising Bargaining Unit Positions and Hiring/Promotion Procedures)

1. We agree that effective labor-management coordination regarding position advertisement, hiring and promotion procedures for bargaining unit positions in the Ohio National Guard requires policies and procedures that support a balanced approach to addressing military readiness and employee quality of life while sustaining the Ohio National Guard as a high-performance public service agency. In furtherance of this goal, the Joint Partnership Executive Council adopts the following policy guidelines to supplement the procedures outlined in Article VII of our collective bargaining agreement:

a. When a position is eligible to be filled either as a bargaining unit technician position or as an AGR position (concurrent advertisements), the standard area of consideration for the technician advertisement will be to all permanent technicians of the appropriate service, and the standard area of consideration for the AGR advertisement will be to all permanent AGRs of the appropriate service. This approach assures a consistent and equal opportunity for technician and AGR members of our workforce to compete on an equal footing for career-advancement opportunities. If a supervisor or commander identifies a need to adjust the standard area of consideration, the following coordination procedures will be required prior to submitting a non-standard advertisement request to the Human Resource Division.

(1) Before a change to the standard area of consideration is requested for a position that is eligible for advertisement as a bargaining unit position or a concurrent (technician and AGR) advertisement that includes a bargaining unit position, the selecting official will contact the Union Vice-President, or other designated Union officer with jurisdiction over labor-management issues affecting that local organization, to coordinate the basis for an exception to the standard. The purpose of this coordination will be to afford management the opportunity to identify the issue(s) that support a valid need to expand or restrict the area of consideration, and afford labor the opportunity to understand the competing interests and impact on the bargaining unit. Both management and labor representatives are expected to perform a balancing test to compare the impact on the organization versus the impact on the members of the full-time workforce to determine if the exception is reasonable. This process will be conducted informally and in an expeditious manner to allow position advertisements to proceed quickly. If the labor and management representatives agree that a valid basis for an exception exists, a request for advertisement will be submitted to the Human Resource Division annotated with the signatures or concurring emails of the coordinating labor and management representatives.

(2) If the local management and labor representatives cannot agree, the matter will be referred to the Director of Human Resources for resolution. The Director of Human Resources will review the analysis of the local representatives in concert with the Command and Union President before issuing a final decision on the appropriate area of consideration.

b. Filling intermediate and higher-graded positions through promotion or re-assignment of qualified permanent full-time personnel is a joint goal of labor and management. We acknowledge, however, that there are some personnel management considerations that out-weigh the normal priority given to advertising practices that support enhanced opportunity for internal promotion or re-assignment (our standard). These validated personnel management considerations can be identified by performing a balancing test to determine the benefit to the organization in contrast to the cost to the quality of life impact on the full-time workforce. Straight-forward validated personnel management considerations demonstrate that the change would have significant benefit to the military readiness of the organization with little impact to the full-time workforce (such as, expanding the area of consideration to military members for positions that are normally filled by personnel entering the full-time program, or positions that have traditionally been hard-to-fill through internal candidates). More complex personnel management considerations require demonstrating that although there is some potential impact to the full-time workforce, the benefit or necessity for the military readiness of the organization is more significant.

c. All management and labor representatives must be made knowledgeable of their responsibilities to collaborate to accomplish both the mission of the organization and to meet the legitimate needs and expectations of our full-time personnel. Senior management and senior labor officials must provide training on collaboration procedures regarding position advertisements, as well as training in the mutual responsibilities and obligations of carrying out the mission of our labor-management partnership in problem solving.

d. If an initial advertisement fails to result in a selection, a subsequent advertisement for the same position may expand the area of consideration without restriction. Human Resources will inform the appropriate labor officer.

e. Applicants for all bargaining unit positions advertised concurrently (i.e., as both technician and AGR) will be screened for qualification using standard criteria for the advertised technician position. Only AGR applicants meeting the minimum qualifications required for a technician applicant will be included on the certificate of qualified candidates for selection consideration.

f. Those positions advertised as "indefinite may become permanent" which would be considered as a bargaining unit position if advertised as a permanent, will be processed in the same manner as permanent bargaining unit positions. This includes use of interview teams.

2. This memorandum establishes personnel policy of the Ohio National Guard and will be administered as a policy of The Adjutant General by the Human Resource Division. This policy will be effective for the period coinciding with the AFGE and Adjutant General's Department Collective Bargaining Agreement approved by the Department of Defense on 24 February 2011, unless specially rescinded or superseded.

Deborah A. Ashenhurst

DEBORAH A. ASHENHURST
Major General
The Adjutant General

10 Mar 2011
(Date)

Jeffery L. Tanner

JEFFERY L. TANNER
President
AFGE Local 3970

10 March 2011
(Date)

STATE OF OHIO
ADJUTANT GENERAL'S DEPARTMENT
2825 West Dublin Granville Road
Columbus, Ohio 43235-2789

OHIO JOINT PARTNERSHIP EXECUTIVE COUNCIL (JPEC) 7 March 2011

MEMORANDUM FOR All Bargaining Unit Technicians and Supervisors

SUBJECT: JPEC Policy Letter 11-03 (Policy Letter on Military Leave)

1. Commitments for military deployments of National Guard personnel continue to increase, at times having negative impact on our technician employees. Commanders should appreciate that National Guard technicians are entitled to leave without loss in pay, time, or performance or efficiency rating for active duty service. Consideration of this should be given during deployment planning and management of the use of military leave.

2. As such, deployment within the Ohio Army and Air National Guard should incorporate procedures to minimize the potential for adverse impact to technician employees. Local organizations will engage in strategic planning for deployments that includes a commitment to attempt to balance the use of available personnel to offset the need for technicians to deploy in a "Leave Without Pay" (LWOP) status. Except for involuntary military mobilizations, no technician will be forced to use LWOP or annual leave without their consent. We consider it reasonable and appropriate for local organizations to include the following parameters into deployment planning:

a. Consider conservation of military leave through adjustment of work schedules.

b. Plan to rotate military deployment among qualified technicians to equalize the use of military leave.

c. Identify technician volunteers for deployment, including volunteers willing to deploy in a LWOP status.

3. This memorandum establishes personnel policy of the Ohio National Guard and will be administered as a policy of The Adjutant General by the Human Resource Division. This policy will be effective for the period coinciding with the AFGE and Adjutant General's Department Collective Bargaining Agreement approved by the Department of Defense on 24 February 2011 unless specially rescinded or superseded.

Deborah A Ashenhurst

DEBORAH A. ASHENHURST
Major General
The Adjutant General

10 March 2011
(Date)

Jeffery L Tanner

JEFFERY L. TANNER
President
AFGE Local 3970

10 March 2011
(Date)

STATE OF OHIO
ADJUTANT GENERAL'S DEPARTMENT
2825 West Dublin-Granville Road
Columbus, Ohio 43235-2789

OHIO JOINT PARTNERSHIP EXECUTIVE COUNCIL (JPEC) 7 March 2011

MEMORANDUM FOR All Bargaining Unit Technicians and Supervisors

SUBJECT: JPEC Policy Letter 11-04 (Guidelines for Service Component Partnership Executive Councils, i.e., Army-PEC and Air-PEC)

1. **Purpose:** Workplace issues that are exclusive to each service can be reviewed and resolved by an Air or Army executive partnership (labor-management) council, referred to as the Air-PEC or Army-PEC. The Air-PEC and Army-PEC will constitute a senior labor-management team to provide oversight and review of Local Partnership Committee (LPC) activities. Referral of issues to the Air-PEC or Army-PEC will also be the primary means of resolving issues which have reached an impasse at the LPC level, as an alternative to referral of all issues to the state-level Joint Partnership Executive Council (JPEC).

2. **Membership:** Membership on the service-component (Army or Air) Partnership Executive Councils will be designated below. Two-thirds of the designated management and two-thirds of the designated labor representatives will constitute a quorum for operation of these partnership executives committees.

a. Air-PEC (Air Component Partnership Executive Council)* is designated as follows: ATAG Air, the four Wing Air Commanders, Director of Staff-Air, Union President, Union Secretary/Treasurer, and Union VPs from four ANG Bases.

b. Army-PEC (Army Component Partnership Executive Council)* is designated as follows: ATAG Army, Chief of Staff, State Aviation Officer, Director of Logistics, Surface Maintenance Officer, Deputy USPFO, Union President, Union Secretary/Treasurer, Union VPs from Aviation and Surface Maintenance, two Army stewards identified by the Union President.

**** The Director of Human Resources and Labor Relations Officer will participate in an advisory capacity for the Air-PEC and Army-PEC, when determined necessary. Agenda items will be coordinated through the Labor Relations Officer as an agent for management and through the Union President or a designated union representative for labor.***

3. **Procedures:**

a. When workplace issues appropriate for negotiated resolution have resulted in an impasse at the local partnership level, they may be referred, in writing, to the appropriate Air-PEC or Army-PEC through the Labor Relations Officer (LRO). The issue referral must be in writing and

addressed in sufficient detail to permit a proper understanding of the matter in dispute. The submitting local partnership must designate two spokespersons; one to represent the labor perspective and one to represent the management perspective. These individuals will be responsible for briefing the issue to the Army-PEC or Air-PEC and for addressing any issues raised during the course of the briefing. Any member of the Army-PEC or Air-PEC, who is personally involved with the issue, may engage in discussion related to the issue at hand, but will be excused from the PEC consensus coordination step regarding a final resolution.

b. When an issue has been presented in writing, the LRO will consult with the Union President. To the extent that an informal resolution may be possible, they will consider intervention. The LRO and Union President will evaluate the issue and make a determination of whether the matter is appropriate for further consideration and if so, whether it should be referred to the JPEC, the Army-PEC, or Air-PEC for resolution. As a general rule, an issue that impacts a particular service component will be referred to that particular service PEC for consideration and resolution. An issue that has over-arching implications will be referred to the JPEC for resolution. While the JPEC retains the ability to consider and review all types of technician work-force issues, the use of an intermediate executive-level labor management council for each service component will allow the JPEC to focus on broad issues of policy and joint service scope.

c. Upon reaching a resolution of any issue, the Army-PEC or Air-PEC will issue a decision in writing. The written decision will be delivered to the referring LPC and the Director for Human Resources. In addition, the JPEC will be briefed on the action taken at its next regularly scheduled meeting.

4. This memorandum establishes personnel policy of the Ohio National Guard and will be administered as a policy of The Adjutant General by the Human Resource Division. This policy will be effective for the period coinciding with the AFGE and Adjutant General's Department Collective Bargaining Agreement approved by the Department of Defense on 24 February 2011, unless specially rescinded or superseded.

Deborah A. Ashenhurst

DEBORAH A. ASHENHURST
Major General
The Adjutant General

10 March 2011
(Date)

Jeffery L. Tanner

JEFFERY L. TANNER
President
AFGE Local 3970

10 March 2011
(Date)

STATE OF OHIO
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2825 West Dublin Granville Road
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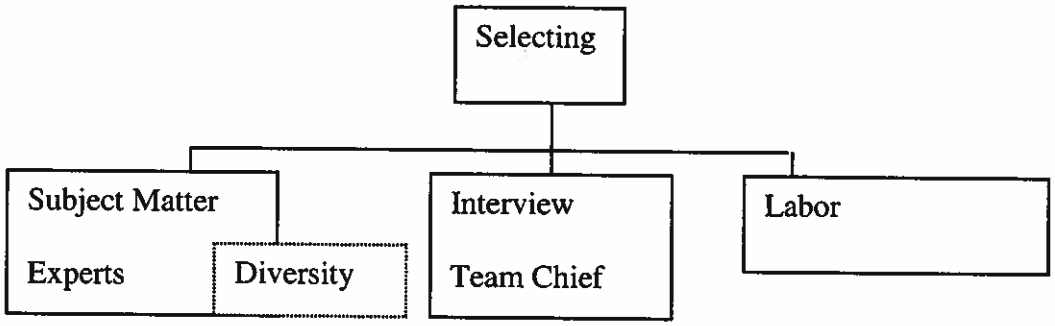
OHIO JOINT PARTNERSHIP EXECUTIVE COUNCIL (JPEC) 7 March 2011

MEMORANDUM FOR All Bargaining Unit Technicians and Supervisors

SUBJECT: JPEC Policy Letter 11-05 (Labor-Management Procedures Regarding Interview Team Roles and Responsibilities for Bargaining Unit Positions)

1. We agree that Interview Teams will be used for selections of all advertised bargaining unit positions. The interview team will be a mechanism to engage a diverse group of subject matter experts along with management and labor representation to interview applicants for bargaining unit positions. The interview team will function with the intent of achieving consensus in a recommendation to a selecting official derived through a fair, merit-based interview process in which labor is a full participant. The team will evaluate the knowledge, skills, and abilities of qualified applicants to create an order of merit list as a recommendation for hiring or promotion. Responsibilities of the team, the selecting official and management officials in the chain of command, the interview team chief (if someone other than the selecting official) and the labor representative are as follows:

Interview Team Structure



a. **Selecting Official**. The selecting official will either act as the interview team chief or appoint a representative with knowledge of the interview process/procedures to act as the interview team chief. The selecting official, or the designated team chief acting for the selecting official, will coordinate with the local vice-president or their designee to obtain labor representation to participate on the interview team. As a minimum, there will be one voting member appointed by labor. The selecting official is responsible for establishing the criteria to be used by the team to evaluate applicants and ensuring the team understands the criteria. This may be accomplished directly by the selecting official in coordination with the team, or by the selecting official communicating his/her intent to the interview team chief who will develop

the criteria and coordinate an interview plan with the team. When the team provides a selection recommendation, the selecting official will complete the selection package and forward the information to the Human Resource Division for validation. If the selecting official does not concur with the selection recommendation, he/she must reconvene the interview team along with the local labor officer to explain to the team why the recommendation is not satisfactory and attempt to reach consensus on the selection with the team. The selecting official has final responsibility to make the selection. If consensus cannot be reached, the selecting official must submit a detailed justification for the non-consensus selection to the Director for Human Resources. The Director of Human Resources will coordinate with the President of the Labor organization for review. If the Director for Human Resources and the President of the Labor organization are unable to resolve this issue, the matter will be referred to the appropriate Partnership Executive Council (Army or Air) for resolution.

b. **Interview Team Chief.** The interview team chief will either be the selecting official or an individual appointed by and acting for the selecting official in the appointment and preparation of the interview team. The team chief will ensure that the criteria for evaluation to be used in the interview process are clearly understood by all team members. The interview team chief will ensure he/she is knowledgeable of the interview and evaluation process as outlined in current Human Resource Office policies. The team chief will ensure that the interview team includes, at a minimum, one female and one minority representative (the female and minority cannot be the same person), as well as subject matter expertise. He/she will ensure the labor official notified has a reasonable amount of time to provide a labor representative for the interview team (normally three to five days notice). The team chief will be responsible for briefing the team members of their responsibility to conduct themselves professionally during and after the interview process and to protect the confidentiality of information obtained throughout the interviews. The interview team chief will maintain positive control of all documentation prior to, during, and after the interview process. The team chief will be responsible for identification of a rating system to be used by the team and providing the team adequate pre-interview and post-interview preparation and analysis time. The interview team chief will schedule interviews and establish the game plan for the interview and evaluation process by the team. Interviews will be scheduled during normal technician duty hours unless circumstances warrant a coordinated exception. The interview team chief will conduct and coordinate the evaluation analysis and attempt to lead the team into reaching consensus on a selection recommendation and the ranking of the applicants. The interview team chief should ensure the top three applicants are ranked, as a minimum. The team chief will provide an analysis of the basis for the selection recommendation which will be included in the job package returned for action. The interview team chief should ensure all team members understand their responsibilities, as outlined below, including an understanding of the meaning of consensus.

c. **Labor Representative.** The labor representative will participate in all aspects of the interview team process as a voting member. The role of the labor representative will be to ensure visibility of the selection process to validate that the process is a fair and equitable process in treatment of the bargaining unit.

d. **Interview Team Responsibilities.** All team members will participate in the pre-interview preparation, the interview process, and the post-interview evaluation and consensus determination. Team members will be responsible to read and understand the relevant HRO hiring policies identified in the selection package. Team members will ensure they understand the evaluation criteria and rating system prior to the interview process, and the team members will ensure they understand the consensus process. Team members will conduct themselves in a professional manner throughout all phases of the interview and evaluation process. Personal information regarding applicants must be treated as protected information and discussions within the interview team evaluation process will be treated as confidential. Team members should be prepared to provide formal feedback to applicants requesting feedback following the interviews; however, all feedback should be conducted as a team. Team members will be tasked to work together to reach consensus on a selection recommendation.

e. **Consensus Objective.** The interview team must strive to reach a consensus recommendation. Consensus by the team does not require every team member to have independently reached the same conclusion on ranking the applicants, nor does it require that every team member must be convinced to change their individual ranking analysis of individual applicants. Team members may arrive at varied individual ranking and combine the individual results to achieve a group result. The consensus step is a validation by all members of the team that the selection process was a fair and equitable process and the outcome is a reasonable outcome that is defendable and supportable. A team member who cannot reach consensus with the team will be obligated to explain to the team why he/she is unable to agree that the selection recommendation is fair and reasonable. If the team fails to reach consensus following discussion, a comprehensive analysis of the outcome will be provided to the selecting official to include the points of disagreement regarding the process and outcome.

f. **Management Responsibilities When Proposed Selection Differs from Selecting Official's Decision.** If another management official within the chain of command of the selecting official seeks to select an applicant contrary to the decision of the selecting official, that management official must first meet with the interview team and the local labor officer to explain why the recommendation is not satisfactory and attempt to reach consensus on the selection with the team. If consensus cannot be reached, the management official must submit a detailed justification for the non-consensus selection to the Director for Human Resources. The Director for Human Resources will coordinate with the President of the Labor organization for review. If the Director for Human Resources and the President of the Labor organization are unable to resolve this issue, the matter will be referred to the appropriate Partnership Executive Council (Army or Air) for resolution.

g. **Management Responsibilities When Proposed Non-selection of Applicants Certified for Interview Would Result in a Continued Vacant Position.** If a selecting official, or another management official within the chain of command of the selecting official, seeks to non-select one or more applicants who have been certified for interview and that action would result in a continued vacant position, that official must submit a detailed justification for the non-selection decision(s), to include whether or not there was consensus on this decision with the interview team. This justification will be submitted to the Director for Human Resources. The Director for Human Resources will coordinate with the President of the Labor organization for review. If the Director for Human Resources and the President of the Labor organization are unable to resolve this issue, the matter will be referred to the appropriate Partnership Executive Committee (Army or Air) for resolution.

2. This memorandum establishes personnel policy of the Ohio National Guard and will be administered as a policy of The Adjutant General by the Human Resource Division. This policy will be effective for the period coinciding with the AFGE and Adjutant General's Department Collective Bargaining Agreement approved by the Department of Defense on 24 February 2011, unless specially rescinded or superseded.

Deborah A Ashenhurst

DEBORAH A. ASHENHURST
Major General
The Adjutant General

10 March 2011
(Date)

Jeffery L Tanner

JEFFERY L. TANNER
President
AFGE Local 3970

10 March 2011
(Date)

STATE OF OHIO
ADJUTANT GENERAL'S DEPARTMENT
2825 West Dublin Granville Road
Columbus, Ohio 43235-2789

OHIO JOINT PARTNERSHIP EXECUTIVE COUNCIL (JPEC) 7 March 2011

MEMORANDUM FOR All Bargaining Unit Technicians and Supervisors

SUBJECT: JPEC Policy Letter 11-06 (Labor-Management Coordination during Fact-Finding to Determine Possible Misconduct)

1. We acknowledge the following rights of technician employees of the Ohio National Guard in relation to informal fact-finding or formal investigations into possible misconduct that could result in disciplinary actions:

The employee has a right to labor representation before being questioned in any fact-finding or investigation in which the employee has a reasonable belief that the questioning could lead to disciplinary action. This right will preclude investigative questioning without labor representation whenever labor representation is requested by the employee.
The employee has a right to labor representation before the initiation of disciplinary action or questioning with the intent to establish a basis for disciplinary action. A supervisor must:

a. Notify the local Union Vice President of his/her intent to question an employee when there is a reasonable likelihood that the questioning could provide a basis for discipline;

b. Notify the local Union Vice President of his/her intent to initiate disciplinary action and include labor in the initial meeting with the employee to address discipline;

c. Advise the employee of his/her right to labor representation prior to initiating questioning with the intent to establish a basis for disciplinary action.

2. We also recognize that both management and labor have a commitment to address disciplinary situations in a fair and timely manner. With that end in mind, it is consistent with the policies of our labor-management partnership that a supervisor will notify labor at the earliest time practical when the supervisor has information that provides probable cause to suspect misconduct has occurred which could lead to disciplinary action. We recognize and support early cooperation between the supervisor and labor representative to confirm or deny a valid basis for discipline. We recognize that this approach will ordinarily lead to a more rapid resolution to a disciplinary action, and prevent the need for extended investigations by both management and labor before action can be taken. We support labor-management cooperation in the analysis of preliminary fact-finding to expedite the initiation of discipline or facilitate a quick determination to dismiss allegations of misconduct when not warranted.

3. Local Partnership Committees (LPCs) will address local procedures to ensure responsive labor notification and effective coordination between first level supervisors and labor representatives whenever allegations of employee misconduct require substantiation through more than a cursory inquiry and assessment by the supervisor. The LPCs should take steps to ensure both employees and supervisors are informed of the representation rights and responsibilities related to questioning employees regarding situations that could lead to discipline, as well as the supervisor's responsibility to provide early notification to labor of a pending investigation whenever a cursory inquiry substantiates the basis for more extensive fact-finding or investigation into allegations of misconduct or other activities that would result in discipline.

4. This memorandum establishes personnel policy of the Ohio National Guard and will be administered as a policy of The Adjutant General by the Human Resource Division. This policy will be effective for the period coinciding with the AFGE and Adjutant General's Department Collective Bargaining Agreement approved by the Department of Defense on 24 February 2011, unless specially rescinded or superseded.

DEBORAH A. ASHENHURST
Major General
The Adjutant General

10 Mar 11
(Date)

JEFFERY L. TANNER
President
AFGE Local 3970

10 March 2011
(Date)

STATE OF OHIO
ADJUTANT GENERAL'S DEPARTMENT
2825 West Dublin Granville Road
Columbus, Ohio 43235-2789

Ohio Joint Partnership Executive Council (JPEC) 10 March 2011

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: JPEC Letter 11-07 (Partnership Communication Strategy)

1. We agree that an effective communication strategy is integral to the success of the Ohio National Guard Labor-Management Partnership. This memorandum serves to codify and publicize our communication strategy.

2. The Ohio National Guard Labor Management Partnership operates on a 3-year cycle which coincides with the effective dates of our collective bargaining agreement (CBA). In the first year of the cycle, immediately following ratification of a new CBA, the Joint Partnership Executive Council (JPEC) will host a statewide meeting of all management and labor representatives. They will brief changes in the CBA and other topics as deemed appropriate. In the second year of the cycle, the Army and Air Service Partnership Executive Councils (Service PECs) will conduct service specific (Army and Air) town hall meetings with all members of each service's fulltime workforce. These events will address activities of the respective Service PECs, Local Partnership Committees, and communicate the partnership ideals. The third year of the cycle will include communication events as deemed necessary by the JPEC or either Service PEC.

3. At least annually, management at the local level will conduct an open forum meeting to discuss issues, concerns, and strategies of the labor-management partnership. All labor representatives and all supervisors will be in attendance.

4. The partnership will continue to maintain a website at www.ong.ohio.gov/partnership. The website will contain the CBA, meeting minutes, metrics, training material, and other resources which document the activities of and enhance the partnership.

5. Please contact Kathy Gulla, Labor Relations Specialist, (Comm 614-336-7475, DSN 346-7475 or email kathleen.s.gulla@us.army.mil) if you have questions regarding this memorandum.

DEBORAH A. ASHENHURST
Major General
The Adjutant General

14 March 2011
(Date)

JEFFERY L. TANNER
President
AFGE Local 3970

16 March 2011
(Date)