

Step 1: The grievance will be prepared in writing and submitted to the Chief of Staff through HRO. The event(s) leading to the grievance will be discussed with the Chief of Staff at a mutually acceptable time before the Chief of Staff provides a decision. The Chief of Staff will provide a decision, in writing, within ten (10) working days, to the Organization President or his designated representative.

Step 2: If the Organization is dissatisfied with the decision of the Chief of Staff, an appeal will be forwarded to the Adjutant General within ten (10) working days. The Organization will be provided a decision within ten (10) working days. If the Adjutant General does not sustain the grievance, a reason, in writing, will be forwarded to the Organization.

16.9. Extension of Time Limits. The above mentioned time limits can be extended by mutual agreement, in writing.

ARTICLE 17 GRIEVANCE ARBITRATION

17.1. Invoking Arbitration. Arbitration will only be used to settle unresolved grievances arising under the grievance procedure in Article 16. Only the Employer or the Organization may invoke arbitration. The decision to refer the grievance to arbitration must be submitted to the other party within fifteen (15) workdays from the date of final decision on the grievance. The Organization has the option to invoke arbitration on behalf of an employee, but will honor a written request for termination of the proceedings by the employee(s) concerned

17.2. Requesting Arbitration. The party requesting the services of an arbitrator will submit a request to the Federal Mediation and Conciliation Service (FMCS) for a listing of seven available arbitrators, preferably from within the State, and concurrently serve the other party with a copy of the request and all enclosures.

17.3. Selection of an Arbitrator. The parties shall meet within seven (7) workdays after receipt of the arbitrator list. If the parties cannot mutually agree upon one of the listed arbitrators, a toss of a coin will determine which party will be selected to strike a name from the list first, with each party alternately striking a name, until only one name remains. The remaining arbitrator will be contacted to hear the grievance.

17.4. Non-Participation by Either Party. If for any reason either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be empowered to make a directed designation of an arbitrator to hear the case.

17.5. Cost of Arbitration. The total cost of arbitration, to include arbitration's fee, travel, per diem, to include recording and transcript services, and any cost's incidental thereto, shall be shared fifty-fifty (50-50) by both parties. Any expenses incurred in providing necessary or desired witnesses shall be borne solely by the requesting party. Attorney fees may only be granted under the provisions of Title VII of the Civil Service Reform Act.

17.6. Filing of Briefs. Either party may file pre- and post-hearing briefs under the time requirements set by the arbitrator. The arbitrator's decision is binding and will be implemented as soon as practicable, but not later than thirty (30) workdays after receipt, unless exceptions to the arbitrator's decision are filed with the FLRA (and/or the decision is contrary to law, regulation or appropriate authority of Public Law 95-454). Either party may request clarification of the award. A copy of such request will be served to the other party.

17.7. Arbitrator's Rendering of Decision. The arbitrator will be asked to render his/her decision as soon as possible.

17.8. Exceptions to Arbitrator's Decision. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority (FLRS), under regulations prescribed by the Authority.

17.9. Matter Appropriate for Arbitration. Only those matters, which are grievable under the grievance procedure Article 16, of this agreement, will be subject to arbitration.

17.10. Stipulation of Issue. Upon selection of an arbitrator, the Employer and the Organization will meet and attempt to stipulate as to the issue to be submitted to the arbitrator. The question may be no broader in scope than the issue to be submitted to the arbitrator. The question may be no broader in scope than the issue presented at the grievance state. If the parties cannot agree, they will each submit to the arbitrator the issue they feel should be decided by the arbitrator at least seven (7) workdays in advance of the hearing, furnishing a copy of the submission to the other party.

17.11. Scope of Arbitration. The scope of arbitration will be limited to the interpretation and application of the terms and provisions of the written Agreement (and application of agency or activity regulations).

a. An Arbitration award concerning a matter that under 32 USC 709(f) cannot be appealed beyond the Adjutant General will be advisory, not binding, and will be presented to the Adjutant General as a recommendation.

b. The jurisdiction and authority of the arbitrator is limited and confined exclusively to the interpretation of the process and application of the expressed provision(s) of this Agreement, laws, and the application of agency or activity regulations at issue between the parties. The arbitrator will have no authority to add to, subtract from, alter, amend or modify any provisions of this Agreement, or publish agency or activity policies and regulations. The interpretation placed on any agency regulation by the head of the agency or his designee will be binding on the arbitrator who may not impose his interpretation of the Office of Personnel Management or agency regulations, policies, or laws upon the parties, but will be limited to the application of such regulations, policies, or laws by the activity.

17.12. Arbitration Without a Hearing. Where the parties mutually agree to arbitration without a hearing, a written stipulation of facts to the arbitrator will be used. In this case, all facts, data, documentation, positions, etc., will be jointly submitted to the arbitrator with a request for a decision, based on the facts presented, within twenty (20) workdays after selection of the arbitrator. Costs of expedited arbitration will be shared equally by the parties. The arbitrator will render his/her award within thirty (30) calendar days following receipt of the written stipulations.

ARTICLE 18 DUES WITHHOLDING

18.1. General. Dues withholding will be extended to the Organization throughout the period that ACT, Inc., Arizona Chapter 61 remains the official representative of the bargaining unit.

18.2. Employee Eligible. Employees eligible for dues withholding are those members of the Organization in good standing who are employed in the bargaining unit and whose net salary, after legally required deductions, is regularly sufficient to cover the amount of the authorized allotment.

18.3. Definition. Dues are defined as the regular periodic amount required to maintain a member in good standing with the bargaining unit, but shall not include such items as initiation fees, special assessments, fines and similar items. Deduction(s) may be made to allow for an Organization-sponsored health program.

18.4. Organization Responsibilities. In application of the allotment arrangements, the Organization shall be responsible for:

a. Providing Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for payment of Employee Organization Dues."

- b. Educating eligible employees as to the program for allotment of dues, its voluntary nature, and the availability and uses of the required form, SF 1187.
- c. Informing employees, when requested, as to the procedure in revoking allotments, emphasizing that the effective date of the revocation is the standard annual anniversary date (See Section 7) provided the allotment has been in effect at least one year.
- d. Employee will fill out SF 1187, and turn it in to an Organization representative, i.e., Steward, for forwarding to labor Management Relations (LMR) Office.
- e. The Organization will review and certify Section A of SF 1187. The Organization will then forward the completed SF 1187 to the LMR Office. (Note: The SF 1187 may be submitted at any time.)

18.5. Employer Responsibilities. The Employer shall be responsible for informing employees that:

- a. Allotment deductions will take effect during the first pay period beginning after the allotment form, properly completed, signed, and certified, as been received in the payroll office.
- b. An employee may submit a Standard Form 1188, Dues Revocation, in accordance with AR 37-105, Sec 741. The form may be filed as follows:
 - (1) New member employees may submit a SF 1188 within two pay periods of the one year anniversary of their joining the Organization.
 - (2) Thereafter, employee must submit a SF 1188 in accordance with Section 7 of this Article.

18.6. Processing of Allotments. Processing of allotments will be accomplished in the following manner:

- a. The Organization shall submit a memorandum with signatures of each current official authorized to certify SF 1187 to the LM Office.
- b. The Organization will submit completed SF 1187's and other pertinent documents to the LMR Office.
- c. Allotments will take effect the first pay period beginning after receipt of the properly executed and correct SF 1187 in the payroll office.
- d. SF 1187's, and other material pertaining to allotments will be date-stamped upon receipt in the HRO and will be processed within seven (7) working days to the payroll office.
- e. The Organization will notify the LMR Office in writing, when an employee (i.e., a dues withholding member) ceases to be an Organization member in good standing. The allotment for such an employee will be terminated with the first complete pay period after receipt of the notice in the payroll office.
- f. An allotment shall be terminated;
 - (1) When the employee leaves the Bargaining Unit as a result of separation, transfer or other personnel actions. The Organization must be notified when these actions will occur. Termination in such cases will be effective as the end of the next pay period in which the LMR Office is notified of the action.

- (2) Upon loss of exclusive recognition by the Organization.
- (3) When the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense.
- (4) When the employee has been suspended or expelled from the Organization.
- (5) When employee requests termination in accordance with the provisions of this article.

g. When an employee is in a non-pay status for an entire pay period, no withholding will be made from future pay periods to recover the dues not withheld. In the case of an employee who is in a non-pay status for only part of such pay period and the salary is not sufficient to cover the full withholding, no deduction will be made. Under these conditions, all other legal and required deductions have priority over deductions for Organization dues.

h. The payroll office will make the remittance for dues withheld bi-weekly.

i. The remittance will be in a single check for the dues withheld. The check will be made payable to the National Organization. It will be accompanied by the "Union Dues Deduction Report" containing the following:

- (1) Identification of the employee's organization.
- (2) Payroll period.
- (3) Employer's name and/or number.
- (4) Names of the employees and amount deducted. A second copy of the "Organization Dues Deduction Report" will be provided to the local chapter President.

j. Adjustments to dues allotments will occur within two pay periods.

k. Reinstatement of dues withholding will take place within the first pay period that employee returns to the bargaining unit.

18.7. Standard Anniversary Date. New members shall have the option of dues revocation on the first annual anniversary date after employee election to participate. Thereafter, the first day of September shall be the annual dues revocation date established by this agreement. SF 1188's will be received by HRO no earlier than 1 September or later than COB 15 September. Dues Revocation will not become effective until the first full pay period in October.

18.8. Process for Suspension of Organization Dues. The following procedure is established to notify the union when bargaining unit members are not eligible to participate in automatic payroll deduction for dues:

- a. The Labor Relations Specialist will be notified via a notice from the personnel data system when a bargaining unit member's status changes which makes him/her ineligible for payroll deduction of dues (movement into an established non-bargaining unit positions).
- b. Upon notification, The Labor Relations Specialist will send written notification of dues suspension or termination to the civilian payroll office and the Organization at the same time.
- c. If Employer determines that a current position should be removed from the bargaining unit, it must submit reasons in writing to the Labor Relations Specialist. The Labor Relations Specialist will then forward this information

to the Organization for it's their consideration. If management and the Organization disagree on whether or not the individual and/or position would belong to the bargaining unit, a unit determination will be requested from the FLRA. However until the determination is made, dues withholding will continue.

ARTICLE 19 DISCIPLINE

19.1. Administration. Administration of discipline is the responsibility of the Employer. Supervisors are obligated to act when disciplinary action is warranted. The Employer shall impose discipline pursuant to TPR 752.

19.2 APPEALS Any appeal from a disciplinary action taken pursuant to TPR 752 shall be governed by TPR 752-1.

19.3. General.

a. This article applies to matters of CONDUCT. Actions that related to JOB PERFORMANCE will be accomplished in accordance with TPR 430 and this agreement, prior to discipline actions under this article. Parties to this Agreement understand that conduct may affect job performance.

b. The parties recognize that discipline may be progressive in nature; however management retains the right to make the final decision on discipline. Disciplinary action will be taken for the purpose of correcting offending employees and problem situations and maintaining discipline and morale among other employees.

c. In order to be effective, constructive discipline must be timely. Disciplinary action must be initiated within a reasonable period of time after the individual's supervisor knows the offense.

19.3 Disciplinary Actions: See TPR 752 Chapter 3

19.4 Adverse Actions: See TPR 752 Chapter 4

a. An Adverse Action will be carried out and the action upheld in accordance with 32 USC 709(f). In the event of a successful appeal, back pay, if applicable, will be reimbursed in accordance with 5 USC Sec 702, Sec 5596b.

19.5. Records.

a. In any disciplinary action, an employee will, upon written request, be furnished a copy of all written documents in the Employer's files which contain evidence used by the Employer to support the disciplinary action. Informal notes made by supervisors that allege infractions, lateness, and the like, cannot be used in proceedings against employees, unless timely disclosed beforehand.

b. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee may initial the entry if desired. The employee's initials acknowledge that the employee knows that an entry was made, but in no circumstance may initialing the entry be considered as an agreement with the entry or an admission of guilt.

c. In order to protect the confidentiality of the records, supervisors brief, and to preserve the privacy of the employee, records will normally be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/employee concerned and individuals to whom the employee has been given written permission.

ARTICLE 20 EXCHANGE OF INFORMATION

20.1. Employer Information. The Employer agrees to place the Organization on distribution for all pertinent changes to technician personnel regulations, policies and directives of NGB and OPM except where this information is restricted by law, rule or regulation.

20.2. Organization Information. The Organization agrees to provide the Employer with any pertinent labor/management relations publications and directives that they receive.

20.3. Bargaining Unit Member Information. The Employer agrees to supply the Organization with a current list of names, place of work, and work phone numbers for all Bargaining Unit members. Such lists will be updated on an annual basis.

ARTICLE 21 MISCELLANEOUS

21.1. Technology

- a. Cell phones - Cell phone use will be permitted in the workplace provided that it does not interfere with the Performance of duties or create a safety hazard. Management may identify areas where cell phone use is banned based on safety (fuel points, heavy traffic areas, etc.) Abuse of cell phones will be dealt with on an individual basis.
- b. Radios and Televisions - The employer agrees to allow the use of radios with discretion as long as they are used in a manner as to not disturb others, disrupt the workplace, or create a safety hazard. The use of televisions is allowed in authorized break areas only.
- c. iPods/ Ear buds/ Bluetooth - The use of earphones in military uniform is not authorized IAW AR670-1. The use of iPods/ ear buds will be allowed while conducting physical training indoors or outdoors on a closed course.
- d. Personal computers and other electronic media devices - Employees may bring personal computers into the workplace provided their use does not interfere with the performance of duties or create a safety hazard. No personal computers or data storage devices will be connected to the intranet.
- e. Government computers - Employees will be provided access to government computers during normal duty hours to access management resources. Employees must be allowed adequate time to remain current on events and notices posted on the AZ National guard home pages, professional email accounts, mybiz, DTS, AKO, GTC website, etc. Employee usage must be in compliance with the signed user agreement. Employees should be provided with a reasonable amount of privacy in order to access personal information (mybiz, iperms, GTC accounts, etc.)

21.2. Break Rooms. The Employer recognizes the benefits to employee's morale and productivity that break rooms provide. Within funding and space constraints, the Employer agrees to make reasonable efforts to provide clean and accessible break rooms to all employees on an equitable basis.

ARTICLE 22 IMPACT AND IMPLEMENTATION BARGAINING

22.1. Right to I&I Bargaining. Employer exercise of a management right that changes a condition of employment is subject to impact and implementation (I&I) bargaining to the extent requirement by 5 U.S.C. 7106(b)(2) and (b)(3) and any change thereto. To the extent consistent with those provisions any change thereto, the procedures in Section 22, 2 apply.

22.2. Scope. Matters appropriate for negotiations (Impact and Implementation) between the Employer and the Organization shall include, but are not limited to personnel policy practices as they apply to working conditions. This includes matters concerning safety, employee services, methods of grievances adjustment, appeals, leave policy, merit promotion and placement, reduction in force, hours of work, and TDY policies.

22.3. Procedures. The Employer will notify the Organization in writing of an exercise of a management right that changes a condition of employment. The Employer will hold implementation of the change in abeyance pending completion of I&I bargaining, including any resolution of an impasse by the Federal Service Impasses Panel, unless: (1) the Organization fails to inform the Employer within ten (10) working days of receipt of the notice that the Organization demands bargaining; or (2) the necessary functioning of the agency or need to correct a legal violation requires that implementation occur before completion of bargaining. The Employer will provide the Organization a written statement of the facts and reason upon which the Employer bases an assertion that the necessary functioning of the agency or need to correct a legal violation requires implementation before completion of bargaining.

ARTICLE 23 REDUCTION IN FORCE

23.1. General. The Adjutant General is responsible for implementing a reduction in force. Any reductions in force will be governed by TPR 300-351(22 November 1993) (the current technician Performance Appraisal guidance shall be used in computing evaluation ratings).

23.2. RIF Procedures. TPR 300-351, 5 U.S.C. Chapter 71 and this article will govern procedures relating to a reduction in force. The Employer agrees to negotiate Impact and Implementation (I & I) bargaining procedures and appropriate arrangements.

ARTICLE 24 CONTRACTING OUT WORK

24.1. Notification. Employer will notify local Organization officers of its intention to solicit bids for contracting out work, which could result in a reduction in force, transfer or abolition of function affecting employees in the bargaining unit. A full explanation of the reasons for such action will accompany the notice and the Organization will be given thirty (30) calendar days to respond in writing. During the thirty (30) day period, the Organization has the opportunity to provide any relevant information or data they feel will be pertinent to the contracting out proposal being considered. The organization may request a copy of the contract and any other information relating to the functions of contracting out to the organization through the FOIA.

24.2. Meetings. Employer will meet with Organization officials to discuss ways to minimize any effects on employees if reassignment or other acts may arise from contracting out function.

24.3. Contracts. Shall not be used for the performance of inherently governmental functions IAW Federal Acquisition Regulation 7.503 updated 04APR09. If updated, the most current FAR will supersede this agreement.

- a. The determination of agency policy, such as determining the content and application of regulations, among other things.
- b. The direction and control of Federal employees.

- c. The approval of position descriptions and performance standards for Federal employees.
- d. The conduct of administrative hearings to determine the eligibility of any person for a security clearance, or involving actions that affect matters of personal reputation or eligibility to participate in Government programs.
- e. The approval of Federal licensing actions and inspections.
- f. Contractors may determine the content of applications of regulations as they pertain to other contractors.
- g. Contractors may inspect or certify another contractor's work.

24.4. Contracted Work Requiring a RIF When a contracting out action would cause the loss of a bargaining unit member position, the reduction in force procedures of the current Labor / Management agreement and TPR 300.351 shall be used to assist and/or retain said employee.

ARTICLE 25 DRESS CODE

25.1. Military Uniform. Excepted employees, as supplied by Employer and in accordance with TPR 300, Office of Personnel Management rules on appearance, and 32 USC 709(b)(4), will wear the military uniform.

- a. The Employer will provide, at no cost to the employee, four complete sets of their duty uniform per year to include six additional tan or cotton green t-shirts and six additional tan or cotton green socks. Care and maintenance of the supplied uniforms and boots are the responsibility of the employee. Employees not wearing the prescribed uniform properly may be subject to disciplinary action.
- b. All full time non-supervisory technicians (Bargaining Unit Members) are authorized four complete sets of their duty uniform per year (e.g., duty uniform may be Class B and ACU). Therefore, the bargaining unit member may request any combination of ACU's and Class Bs that add up to their four sets of duty uniforms) through the CCDF. This will be a one for one exchange of an unserviceable duty uniform turned-in to their M-Day unit supply sergeants. The uniform will be issued and/or exchanged with Velcro patches included at the time of issue and/or exchange (not to exceed six (6) insignia).
- c. Bargaining Unit members (technicians) with work responsibilities that create excessive wear and tear of their ACU uniforms (wear and tear as described IAW AR 700-84) will have additional ACU uniforms provided when a sufficient quantity is retained by the DCSLOG warehouse. It is anticipated that these would be made available when there is sufficient stock to supply two sets of ACUs per eligible technician.
- d. Bargaining Unit Members (technicians) that require steel toe boots for their full time duty position will have them provided by their shop, warehouse, WAATS or AASF. Temporary employees will utilize steel toe boots from their unit. These safety boots must be Tan, in a military style and cost no more than \$150.00. The shop, warehouse or AASF will use their funds and IMPAC credit card to purchase the boots. Immediate supervisors will ensure boots are annotated on technicians OCIE clothing record at their unit. Employees with special needs must request their Safety Boots through the Supply Management Officer (SMO)

25.2. Appropriate Professional Attire for Competitive Civilian Employees. Employees will dress in a professional manner, appropriate for the work setting in the performance of their normal civilian duties. The following attire is considered inappropriate: halter tops, tops where the midriff is exposed, T-shirts, swim wear, cut-offs or shorts, sweat pants or other athletic apparel, shower- type sandals or slippers (flip-flops), and ripped, torn or frayed clothing. This also includes casual day that the Employer may have in effect.

27.7. Changes in the Merit Placement Plan. The Employer agrees not to make changes in the Merit Placement Plan unless negotiated with the Organization. Nothing in this article should be considered to be a waiver of the Organization's right to bargain any change in merit promotion and internal placement proceedings.

ARTICLE 28 CONTRACT DISTRIBUTION

29.1. Employer Responsibility. The employer will post this agreement in its entirety on the AZNG HRO homepage. Upon request, a paper copy will be provided to the employee.

29.2. Cost Sharing. The Organization agrees to share in the cost of printing or copying requirements at charge of twenty-five (25%) of total cost, not to exceed \$500.00.

ARTICLE 29 EFFECTIVE DATE, DURATION AND MODIFICATIONS

29.1. Effective Date and Term. The effective date of this agreement shall be the date the agreement is approved by the Defense Civilian Personnel Management Service (DCPMS), or the beginning of the thirtieth (30th) day following the signing of the agreement by the Employer and the Organization (whichever is first). Should any portion of the agreement be determined to be contrary to law or regulation by DCPMS, all other portions of the agreement become binding on the parties on the effective date above. This agreement shall be in full force and effect for three (3) year period from the effective date hereof, and automatically be renewed for another (3) year period unless either party requests to renegotiate. Requests to re-negotiate this agreement will be in writing and served by e-mail on the other party's representative. Request to re-negotiate this Agreement will be made within ninety (90) days and thirty (30) days of the expiration of this Agreement (three (3) year anniversary).

29.2 Reopener Clause. Either party may open this agreement at any time after the first anniversary. Such reopener shall be limited to only once by each party during the life of the Agreement, and each party will be limited to no more than three new or amended articles each time it is opened. This may amount to modification of three (3) articles, additions of three (3) articles or any combination thereof. The reopener will be initiated in writing to the other party and will include the proposals. Negotiations for the reopener will commence at a mutually agreed time, not to exceed thirty (30) days from the date of the reopener request. This Agreement may be subject to amendments or supplements during the Agreement lifetime when Agreement provisions require amendment due to law, rules, or regulation changes that affect the provisions of this Agreement regardless of this reopener clause.

29.3 MOU for Contract Window Dates. Thirty (30) calendar days after NGB/DOD approves this contract, or thirty (30) calendar days after the contract goes into effect, whichever is first, the Chief Negotiators for both the Employer and the

ARTICLE 26 WAGE BOARD REPRESENTATION

26.1. Organization Participation. When the wage survey lead agency requests the Employer to participate in a wage survey, the Employer will notify the Organization who will nominate bargaining unit members for appointment to the wage survey data collection team. The number of personnel to be appointed to the data collection team will be determined by the lead agency.

ARTICLE 27 MERIT PROMOTION AND INTERNAL PLACEMENT

27.1. Purpose. To provide procedures to ensure each employee receives full consideration for all position vacancies and to provide the opportunity for current fulltime employees of the AZNG to compete for advancement in a fair and equitable manner and the best-qualified applicants to be selected.

27.2. Employer Merit Placement Plan. The Employer Merit Placement Plan, DEMA Directive 25-6, dated 1 December 2014 will be used as it applies to employees covered by this contract, except as agreed to elsewhere in this article.

27.3. Position Announcements. All announcements for positions will remain open for a minimum of fifteen (15) calendar days, unless otherwise agreed by the Employer and the Organization. Each announcement will be posted by the agency to promote wide variety of applicants.

27.4. Interview Panels. Interview panels consisting of permanent or indefinite technicians will be used to conduct interviews for all positions open to Bargaining Unit members except for the following:

- a. Permanent or Indefinite Civilians and AGR may be on the panel if the technician will be supervised by the civilian or AGR employee.
- b. Permanent or indefinite Civilians and AGR may be on the panel if qualified technicians are not available due to lack of training, in suitable rank or civilian grade to form a panel or unavailability.
- c. Temporary employees may not sit on interview panels.

27.5 Interview Questions. Interview questions must be appropriate and relevant as they pertain to the position description, knowledge, skills & abilities (KSAs) and vacancy announcements. Interview questions will be designed to encourage an open-ended response. Questions will contain desired responses and will not resemble test questions (true false, yes-no etc.). The interview matrix may be submitted to the HRO Staffing Specialist for review prior to conducting interviews. Interviewees discussing the interview questions with other employees prior to completion of the interview process will be subject to appropriate disciplinary action under provisions of the merit placement plan.

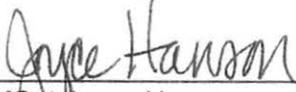
27.6. Grievances of Restricted Practices. Restrictive practices are defined in paragraph 6-4 of the Employer's Merit Placement Plan. In addition to violations of this article, any restrictive practice that is demonstrated to have occurred is grievable and may result in the suspension of the placement action. If it is demonstrated within five (5) working days of notification to non-selected candidates, that a violation of the merit placement plan would have affected the standing of the candidates, the placement action will be temporarily suspended until HRO reviews the selection. HRO will review the placement folder in conjunction with the Organization. HRO will take appropriate action if deemed necessary. An employee grievance based solely on non-selection from a properly developed roster of qualified candidates will not be accepted.

Organization will meet to sign a memorandum of agreement as to the exact calendar to negotiate the Labor / Management agreement.

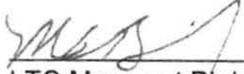
IN WITNESS WHEREOF, the parties have hereto entered into this agreement on this 7th day of August 2015.

FOR THE EMPLOYER

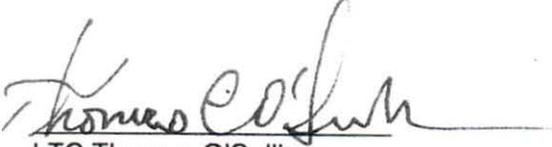
FOR THE ORGANIZATION

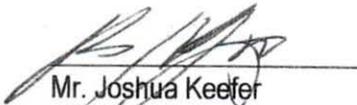

SMSgt Joyce Hanson
Acting LRS


Mr. Jed McGinnis
President, AZ Army ACT Chapter 61


LTC Margaret Bielenberg
Member


Mr. Philip Barnes
Member


LTC Thomas O'Sullivan
Member


Mr. Joshua Keefer
Member

Michael T. McGuire, MG, AZ ARNG
The Adjutant General

APPROVED:

This Agreement was approved by the Department of Defense on Chief, Field Advisory Services Division

