LiUNA! 1776
National Guard Council

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

LABORERS INTERNATION UNION

OF NORTH AMERICA (LIUNA)

LOCAL 1776

AND

THE ADJUTANT GENERAL OF ILLINOIS

Approved by the Department of Defense on June 18, 2020

Effective Date June 28, 2020

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PREAMBLE

This Agreement is executed between the Illinois Army National Guard (IL ARNG), hereafter referred to as the "Agency," by and through the Adjutant General (TAG) of Illinois, and the Laborers International Union of North America (LIUNA), hereafter referred to as the "Union," and collectively referred to as the "Parties." The Agreement is made for all non-professional employees of the IL ARNG as described in Section 1.1, hereafter referred to as "technicians" or "employees."

This Agreement identifies the mutual covenants of the Parties hereto, which are intended to:

a. Promote the efficient administration of the IL ARNG and the well-being of its employees.

b. Provide for the highest degree of efficiency in the accomplishment of the mission of the IL ARNG.

c. Establish a basic understanding of personnel policy, practice, procedure, and matters affecting conditions of employment within the discretion of the Adjutant General.

d. Provide a means for discussion and adjustment to matters of mutual interest.

e. Promote employee communications and knowledge of personnel policy and procedure.

Wherever language in the Agreement refers to specific duties or responsibilities of supervisors or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Agency retains the sole discretion to assign work to supervisors and management officials and to determine which supervisors or management officials will perform the supervisory or managerial functions discussed. All other terms used within this Agreement shall have the meaning ascribed to them as per Federal Court Decisions, United States Code (USC), Federal Case Law, Federal Labor Relations Authority (FLRA) Decisions, Code of Federal Regulations (CFR), Office of Personnel Management (OPM), National Guard Bureau (NGB) Technician Personnel Regulations (TPR) / Chief of National Guard Bureau Instruction (CNGBI) or their equivalent, or Blacks' Law Dictionary. Whenever a dispute arises as to the meaning of a particular term, the Parties will attempt to reach agreement by referencing the sources cited above, in that specific order.

As a result, the Parties hereto agree as follows:

ARTICLE 1
GENERAL PROVISIONS

Section 1.1 – Recognition and Included Positions

1. In accordance with (IAW) the Federal Labor Relations Authority (FLRA) Certification of Representative Case Number CH-RP-19-0002, LIUNA is the exclusive representative for all non-professional employees under the jurisdiction of the Illinois Army National Guard in the counties of Cook, DuPage, Kane, Lake, Will, Kankakee, and McHenry.

Section 1.2 – Excluded Positions

1. Excluded from the Bargaining Unit are all professional employees, supervisors, management officials and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (5), (6), and (7).

2. The Parties agree that as a result of reductions, reorganizations, reclassifications, and changes to the Agency's mission, it may become necessary to modify the bargaining unit status of a new or established position. The Agency will notify the Union when it determines to change a given position's bargaining unit status. The notice will be given prior to effecting that change. If the Parties are unable to resolve a dispute over whether a given position is included or excluded from the bargaining unit, the matter will be referred to the FLRA IAW law, regulation and this Agreement. The position in dispute will not be moved until a final resolution is achieved between the agency and Union, or a decision is rendered by the FLRA.

3. The Parties understand that the movement of an individual employee from a position that is included in the bargaining unit to a position excluded from the bargaining unit is not subject to this provision.

Section 1.3 – List of Employees

1. Once per quarter, but no later than the thirtieth (30^{th}) day during the months of January, April, July, and October, the Agency shall provide to the Union an electronic list in spreadsheet format (i.e., file type ".xlsx") of bargaining unit employees and containing the following separate data columns: last name, first name, employing agency (i.e., Department of the Army or Air Force), email address, duty telephone number, position title, position description number, pay plan, occupational code, grade or level, step or rate, name and location of position's organization, veterans preference (as applicable), tenure, veterans preference for RIF (as applicable), duty station, and immediate supervisor name. For dual status technicians, semi-annually, the list should also include the following data columns: service branch, rank, occupational specialty code (i.e., MOS or AFSC, as applicable), and military unit of assignment.

2. Once per quarter, but no later than the thirtieth (30^{th}) day during the months of January, April, July, and October, the Agency shall provide to the Union an electronic list in spreadsheet format (i.e., file type ".xlsx") of non-bargaining unit employees within the covered area and containing

the following separate data columns: last name, first name, employing agency (i.e., Department of the Army or Air Force), position title, position description number, name and location of position's organization, duty station, and the statutory reference for why the employee is excluded for the bargaining unit (i.e., 5 USC § 7112(b)(2), (3), (4), (5),(6), or (7)).

3. Once a month as applicable, the Agency will provide the Union with the names, job title, and location of new bargaining unit employees.

4. Once per quarter, but no later than the thirtieth (30^{th}) day during the months of January, April, July, and October, the Agency shall provide to the Union an electronic list in spreadsheet format (i.e., file type ".xlsx") of all bargaining unit employees that were separated/terminated during the previous calendar quarter along with the NOA (nature of action) code.

5. The Union will secure all lists provided under this Section from unauthorized access.

ARTICLE 2
MISCELLANEOUS PROVISIONS

Section 2.1 – Laws, Rules, and Regulations

1. In the administration of all matters covered by this Agreement, the Agency, the Union, and employees are governed by (listed in order of precedence):

a. Existing and future laws;

b. Executive Orders and government-wide regulations published by appropriate authorities;

c. This Agreement; and,

d. Agency policies and regulations in existence at the time this Agreement is approved that are not in conflict with this Agreement. Whenever Agency policies or regulations conflict with this Agreement, the Agreement shall govern, pending negotiation between the Agency and Union IAW Sections 6.2 and 6.3.

2. No later than thirty (30) days after approval of this Agreement by DCPAS, the Agency shall provide the Union with an electronic copy of all state-level regulations (i.e. TPP's) as well as any state-wide or local-level policy letters or memorandums that were in effect at the time the Parties executed the agreement (i.e., the date indicated on the signature page) and that directly pertain to employee conditions of employment. A list of all regulations and policies affected by this paragraph shall be published in Appendix D.

Section 2.2 – Distribution of Contract

1. No later than thirty (30) days after this Agreement is approved by the Defense Civilian Personnel Advisory Service (DCPAS), the Agency shall post the agreement to the IL public website and ensure the employee has the ability to print. The agency can print and send the agreement to the employee upon request. The Agency shall also ensure continued and uninterrupted access to this Agreement during duty and non-duty hours via the IL ARNG public access internet site. Additionally, each employee-supervisor shall maintain a printed copy of this Agreement at their assigned duty location in case continued internet access is either unavailable or interrupted.

Section 2.3 – Other Provisions

1. Unless otherwise stated, all timelines are calculated in calendar days, and may be adjusted by request and mutual agreement between the Parties.

2. IAW 5 USC § 7114(b)(4), upon a written or email request of the Union to the extent the request is not partially or entirely prohibited by law, and to the extent that the release of data requested is not already covered by this Agreement:

The Agency will provide the Union data that is:

a. Normally maintained by the agency in the regular course of business;

   (1) Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of matters that are negotiable or bargainable under the statute or the CBA; and,

   (2) Which does not constitute guidance, advice, counsel or training provided for management officials or supervisors relating to collective bargaining.

b. Such data will be furnished to the Union, without charge or delay, and upon a statement of particularized need, to include:

   (1) Why the Union seeks or needs the information;

   (2) How the Union will use the information; and,

   (3) How the information requested relates to the Union's discharge of its representational duties under 5 USC Chapter 71.

c. The Agency will respond within ten (10) days as to whether the Unions request will be granted or denied with justification. Requests that are approved will normally be provided within thirty (30) days, or the Agency will notify the Union if more time is needed.

3. Unless otherwise specified, the Parties agree that communications will be conducted in a timely manner, and that replies will be furnished to the other within seven (7) days, or less, of receipt of any communication requiring a response.

ARTICLE 3
DURATION AND CHANGES TO THE AGREEMENT

Section 3.1 – Effective Date

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

Section 3.2 – Agency Approval

1. DCPAS shall approve the Agreement within thirty (30) days from the date the Agreement is executed by the Parties, provided the Agreement is IAW the provisions of applicable law, rule, or regulation.

2. If DCPAS neither approves nor disapproves the Agreement within the thirty (30) day period, the Agreement shall take effect and be binding on the Agency and the Union on the thirty-first (31st) day, subject to provisions of applicable law, rule, or regulation.

3. The effective date of the new CBA shall be the thirty first (31st) calendar day after execution of the agreement or the date the contract is approved in its entirety under 5 USC 7114 (c), whichever occurs first. Should any provision or portion thereof be disapproved by DCPAS, that then renders the entire Agreement, disapproved. Future negotiations will be limited to provisions disapproved by DCPAS and will be coordinated as timely as possible with mutual consent.

Section 3.3 – Agreement Duration

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

Section 3.4 – Agreement Amendments/Supplements

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

a. Either Party may initiate negotiations at the midpoint of this Agreement, after service of notice, no later than ninety (90) days prior to the midpoint of this Agreement.

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

2. A request for an amendment or supplement to this Agreement by one Party shall be submitted in writing to the other Party, setting forth the proposed change and justification.

3. Representatives of the Agency and the Union will meet or discuss within sixty (60) days of the written proposal, to commence negotiations on the proposal, unless a later date is mutually agreed upon.

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

Section 3.5 – Renewal of Agreement

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

Section 3.6 – Negotiating a New Agreement

1. Should either Party wish to change the Agreement prior to automatic renewal provisions in Section 3.5 of this Article, the following shall apply:

a. Negotiations for a new Agreement will commence no earlier than one hundred and five days (105) nor later than sixty (60) days prior to the termination of the current Agreement, unless.

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

Section 3.7 – Termination of Agreement

1. This Agreement may also be terminated by mutual consent of both Parties, or at any time it is determined and established by the FLRA that the Union is no longer entitled to Exclusive Recognition.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1 – Retained Rights

1. The Agency retains the right, IAW 5 USC, §7106(a) to determine the mission, budget, organization, number of employees, internal security practices of the Agency, and IAW applicable laws:

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

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

c. With respect to filling positions, to make selections for appointments from:

(1) Among properly ranked and certified candidates for promotion; or

(2) Any other appropriate source; and

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

2. Nothing in this Section shall preclude the Parties from negotiating:

a. The procedures that Agency officials will observe when exercising any authority granted to the Agency under this Section; or

b. The appropriate arrangements for employees adversely affected by the exercise of any authority granted to the Agency under this Section.

Section 4.2 – Emergency Considerations

1. When an emergency requires changes to conditions of employment for a period of more than seventy-two (72) hours, the Agency shall provide the Union with the following information as soon as practicable verbally or via email but not later than twenty-four (24) hours after changes have been implemented:

a. An explanation as to the nature and location of the emergency requirement;

b. A list of the conditions of employment that will be temporarily modified when known by the Agency;

c. A list of individual employees which will be affected; and,

d. An estimate of how long the changes are expected to remain in place before reverting to pre-emergency operations. Changes to conditions of employment expected to last more than thirty (30) calendar days shall be subject to negotiation IAW Section 6.2. However, this does not preclude the Agency from implementing changes to conditions of employment during an emergency.

ARTICLE 5
EMPLOYEE RIGHTS AND PRIVILIGES

Section 5.1 – Awareness

1. The Agency will ensure that:

a. This contract will be made available to all employees in the workplace.

b. Employees are made aware of the Union contract during initial in processing and through annual briefings.

2. The Agency may conduct surveys of employees as an information gathering process provided the survey is anonymous and voluntary. This includes climate surveys or assessments. The Union will be notified about surveys that deal with conditions of employment prior to distribution and provided a summary of the results upon request. Surveys which are mandatory and not anonymous are subject to the requirements of Sections 6.2 and 6.3.

Section 5.2 – Access to Personnel Records/Files

1. Upon request, employees will be allowed a reasonable amount of time during their duty day to access personnel records maintained by the Agency, including but not limited to:

a. Employee Work Folder (or equivalent) as maintained by their supervisor;

b. Electronic Official Personnel Folder (eOPF); and,

c. All other personnel records maintained by the Agency (i.e., medical, disability, etc.) directly related to the individual's employment with the Agency.

2. The Agency will ensure each worksite has at least one (1) computer terminal that allows employees direct access to any personnel records/files that are maintained in an electronic format. The computer terminal shall also provide employees the ability to print some or all of the information contained in their folder, as needed. When an employee is unable to access their electronic information at their normal work site, excused absence IAW Section 9.6 may be granted so that the employee may travel to another Agency facility that has access.

3. An employee's request or desire to review an Agency personnel record/file shall not be denied, except that an employee's request to review their records/files cannot interfere with the accomplishment of assigned duties. The Agency cannot require that an employee review their record/file during their break or non-duty hours. If the request cannot be accommodated due to mission requirements, the employee will be informed of the earliest possible time when they will be able to review their records/files. The employee shall be available for call back due to mission requirements.

4. As used in this section, a reasonable amount of time shall be whatever time the employee

needs to review the specific record/file requested under the circumstances (e.g., an employee conducting a periodic review of their records/files may not need as much time as one who is preparing to submit an application for a vacancy IAW Article 15).

Section 5.3 – Right to Privacy and Work Area Searches

1. The Agency affirms the right of an employee to conduct his or her private life as they see fit, within the constraint of Federal law and Agency regulations. Employees have the right to engage in outside legal activities of their own choosing without any requirement to report said activity to the Agency, except as required by law or Agency regulations. However, employees shall not accept a fee, compensation, gift, payment or expense, or any other thing of monetary value in circumstances in which the acceptance may result in or create the appearance of conflicts of interest. Employees may not engage in outside employment that would interfere with the performance of their assigned duties, and they are also prohibited from receiving compensation or anything of monetary value from a private source in exchange for government services.

2. Neither the Agency nor the Union will coerce or in any manner require employees to invest their money, donate to charity, or participate in activities, meetings or undertakings not related to their performance of official duties.

3. Any Agency-directed inspection of personal property or equipment shall be conducted in accordance with applicable Government-wide regulations, as well as any Agency directives in place at the time this Agreement goes into effect. Emergencies notwithstanding, the Agency shall not open, search, or inspect an employee's personal property (e.g. clothes, privately owned vehicle, book bag, etc.) without the employee present. The employee, upon request, shall be given an opportunity to be represented by the Union during the search, provided that the supplying of such representation by the union shall not unduly delay the search or impede the purpose for which the search is conducted. If a search of said property or equipment is conducted as a result of a legally authorized search (i.e., a search warrant) outside of the presence of the affected employee, the Agency will, in writing, document the date, time, and reasons for said search and provide the employee with a copy of this documentation within 24-hours of conducting the search. This does not apply to vehicle inspections conducted at entry control points.

4. Any Agency-directed inspection of government-issued property shall be conducted in accordance with applicable Government-wide regulations, as well as any Agency directives in place at the time this Agreement goes into effect. Emergencies notwithstanding, the Agency should not open, search, or inspect government property or equipment issued to employees (e.g., locker, desk, or toolbox) in their absence. If a search of said property or equipment is conducted outside of the presence of the affected employee, the Agency will, in writing, document the date, time, and reasons for said search and provide the employee with a copy of this documentation within 24-hours of conducting the search.

5. The search of work areas must be reasonable in scope, balancing an employee’s expectation of privacy against management’s need to supervise and operate the workplace. Searches must be based on a reasonable suspicion, and prior to conducting a search of a work area, or of an

individual's personal property or effects (i.e., their locker), the Agency will notify the employees affected of the search prior to commencing, give the employee the opportunity to be present at the search. The employee, upon request, shall be given an opportunity to be represented by the Union during the search, provided that the supplying of such representation by the union shall not unduly delay the search or impede the purpose for which the search is conducted.

6. Searches should normally be conducted by individuals properly trained in the collection of evidence, such as military or civilian law enforcement personnel or Agency appointed investigator. In criminal matters, when law enforcement is not readily available, the suspected item(s) or area(s) may be sealed by the Agency pending the arrival of law enforcement personnel in order to prevent tampering.

7. When a search of the work area is conducted as a result of surreptitious activity, such as a bomb threat or a terrorist attack, the Agency is not required to give the employees notification of an impending search.

Section 5.4 – Representation

1. Employees have a basic right to representation in matters regarding conditions of employment, working conditions, and matters that could have an adverse impact or effect on their employment, such as disciplinary actions. The Union is the sole exclusive representative of bargaining unit employees concerning workplace matters.

2. The Parties agree to ensure employees are aware and understand their Weingarten Rights and their rights to have and retain representation. Further, the Parties agree to the following:

a. The Agency will inform all employees of their right to Union representation (Weingarten Right) IAW 5 USC §7114(a)(2)(B):

(1) At their respective new hire orientation;

(2) On an annual basis IAW 5 USC 7114(a)(3) via Agency-mailed notice to the individual's home of record; or, electronically to the employee's official email address; and,

3. The Agency cannot communicate directly with the employee absent the Union representative, about the specific matter or subject for which they requested representation under any circumstance. The Agency proceeds under the premise that all communication with the representative reaches the employee.

4. An initial request or designation of the Union as an employee's representative may be conveyed verbally to the Agency; however, the Agency may require that such designation be formalized by the employee at a later date either in writing or via email. There is no specific format for conveying such a designation.

5. When an employee requests a Union representative the Agency shall immediately notify the

State Representative, or the Local 1776 Business Manager if the State Representative cannot be reached. The Union will then notify the Agency who will be appointed as the employee's representative.

6. While it is preferred that a representative be physically present in the room with the employee, there are times when the representative may only be able to attend via telephone. Whenever a Union representative attends via teleconference, it is important that the representative be able to clearly hear what's being discussed, and it is important for them to also be heard. In these situations, the Agency will ensure that the meeting takes place at a location that is equipped with actual teleconference capabilities. The Agency may not host a remote representative using a personal phone or other device not suited for teleconference. The meeting cannot take place until a location with proper teleconference capabilities is secured. Delaying a meeting for the purposes of securing teleconference capabilities under this paragraph will not be considered an undue delay for the purposes of Section 13.2(2).

Section 5.5 - Right to Organize and Discuss Matters of Concern

1. IAW 5 USC §7102, each employee shall have the right to form, join or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal.

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

3. An employee shall not be disciplined nor otherwise discriminated against based on having filed a formal grievance, complaint, or for giving testimony under 5 USC Chapter 71.

4. No employee shall be precluded, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or published policy; or from choosing his or her own representative for an appellate or grievance action based on law, regulation, or this Agreement.

Section 5.6 - Employee Treatment

1. All IL ARNG employees deserve to be treated with common courtesy and consideration.

2. Employee discipline should be conducted privately in a manner that provides confidentiality and allows for professional feedback to the employee. No employee shall be asked or directed to make a public statement or disclosure regarding any matter which concerns personal discipline.

3. The Agency shall provide employees with the ability to securely store their personal belongings while at work. This includes secure work facilities that prevent access to unauthorized persons, vehicle parking areas that are lighted and monitored for safety, as well as personal lockers for the secure storage of personal belongings. An employee who is on duty, and whose personal property is damaged, irretrievably lost, or destroyed as a result of the Agency's failure to comply with this paragraph shall be entitled to file a claim for reimbursement IAW 31

USC § 3721.

4. IAW 5 USC 2302(b)(9)(D), an employee has the right to refuse orders that would require the employee to violate an applicable law, rule, or regulation. Refusal to obey an unlawful order will not subject the employee to disciplinary or adverse action.

Section 5.7 - Workplace Violence Prevention Program

1. Supervisors will review the Agency's Workplace Violence Prevention Program policy with employees on an annual basis (e.g., during their annual performance feedback sessions or other training or information setting).

Section 5.8 – Requests for Hardship Reassignment

1. Assignment/reassignment is a management right; however, an employee may request, through their supervisor to the HRO, that the Agency reassign them to a different position and or work location as a result of a personal hardship. The request shall be submitted in writing, and must include an explanation of the hardship, how the reassignment would alleviate the hardship, and whether the reassignment would be temporary or permanent. The Agency shall provide a written response within a reasonable amount of time, normally within thirty (30) days, stating the reason(s) for their decision.

Section 5.9 – Voluntary Actions

1. An Employee may resign for any reason, at any time.

2. Barring evidence of unusual or compelling circumstances, especially circumstances beyond the employee's control, when an employee is absent from work for a period of ten (10) consecutive calendar days or more without approval from the Agency they will be considered to have abandoned their position and the Agency may process the employee for separation as a voluntary resignation IAW Agency regulations. However, prior to termination, the Agency must make a deliberate attempt to contact the employee using all reasonable current modes of accepted communication, including telephone, text message, social media messaging, and email. The Agency should also attempt to reach the employee at their home of record (HOR) either in person, by enlisting the help of local law enforcement or other first responders (especially if there may be reason to believe the employee may be in need of medical help), or by mailed letter using a delivery-receipt confirmation service directing them to return to duty before the resignation personnel action is processed

Section 5.10 – Dress Code and Appearance for Title 5 Employees

1. There is no specific uniform, clothing material, or style of dress required for Title 5 employees. However, employees are expected to maintain a neat and professional appearance during duty hours. Clothing that is disruptive to the work environment (i.e., lose, torn, soiled, or that presents a safety/health hazard to others) is not allowed.

2. Personnel will generally wear business casual attire and footwear that is compatible with their assigned position; jeans and athletic footwear are authorized. However, personnel who have daily contact with the public, or who are representing the Agency in a forum where members of the general public will be present, may be required to wear specific clothing items up to and including appropriate business attire.

3. Preferences regarding hairstyle and facial hair are a matter of individual concern. The wearing of jewelry is a gender-neutral issue. The Agency may not enforce clothing/appearance standards that do not violate the provisions of this Section.

4. An employee whose dress and/or appearance does not comply with this section may be asked to change their clothing in order to remain at the worksite and may be charged leave if the time needed to change clothing will exceed the time allowed in Section 11.10. Repeated dress code violations may result in disciplinary action.

5. The following clothing items and/or accessories are prohibited:

a. Flip-flops, beach sandals, Crocs;

b. Sleeveless shirts or tank-tops;

c. Visible face or body piercings (not including earrings or nose studs). All piercings must be reasonably sized, not to exceed eighteen (18) gauge;

d. Revealing clothing (e.g. mid-drifts, high-cut shorts or skirts, low-cut or see-through shirts, tattered or ripped clothing, low hanging pants);

e. When wearing leggings, shirts and dresses must be long enough (both front and back) to cover the top half of the leggings;

f. Clothing with offensive writing, emblems, or symbols that are racist, sexually explicit, advocate violence, or political in nature (i.e., campaign pins, buttons, hats, etc.);

g. Clothing with names, slogans, or advertisements for alcohol or tobacco

6. In accordance with Title VII of the Civil Rights Act, 42 U.S.C. §2000e, exceptions for religious reasons will be made. Reasonable accommodations for medical needs will also be made. The Agency may not discriminate or enforce clothing standards based upon gender, age, and cultural differences.

ARTICLE 6
UNION RIGHTS

Section 6.1 – Recognition and Representation

1. The Union is the exclusive representative of all bargaining unit employees and has a right to be represented in negotiations, formal discussions, and meetings between employees and the Agency that concern conditions of employment, grievances, or personnel policies and practices. The right to meet and confer will apply to all levels of management within the IL ARNG and within the Union, starting with the Union Steward and the first level supervisor. It is the intent of the Parties to meet and confer at the lowest level for problem resolution. If the Parties at the initial point of contact feel resolution of a matter is outside their jurisdiction, the matter will be referred to a higher level. This includes Agency sponsored Committees/Meetings dealing with the subject at hand.

2. The Union's right to be represented does not extend to informal discussions between an employee and the Agency.

3. The Union may be allowed to participate and provide input, in a Pre-Decisional capacity, in meetings between the Agency and other entities/organizations, public or private, when the subject of said meetings concern the conditions of employment or working conditions of bargaining unit employees.

4. The Agency shall recognize all Officers and Representatives designated by the Union, to include National Representatives. Once per quarter, but no later than the thirtieth (30^{th}) day during the months of January, April, July, and October, the Union will provide the Agency, in writing, a list of all current Officers and Representatives, to include Stewards.

5. The Union's primary point of contact for all matters is the designated State Representative, or any other representative appointed by the Union. The State Representative or designee will be given reasonable notice of and will be provided reasonable time to be present at formal discussions concerning any grievance, personnel policy or practice, or other general condition of employment.

6. The Agency shall not interfere in internal Union business. Internal Union business shall be conducted during non-duty hours, or while an employee is in a non-duty status.

7. The Agency agrees that there will be no restraint, interference, coercion or discrimination against Union representatives as a result of performing their authorized duties under the Statute, and that no employee will be reassigned as a result of participating in protected activity.

8. The Union, in consonance with its right to represent, may propose new policy, changes in policy, or resolutions to issues, involving conditions of employment or working conditions.

Section 6.2 – Changes Affecting Conditions of Employment

1. Except in situations arising out of Section 4.2, the Agency agrees to meet/discuss with the Union prior to implementing, modifying, or cancelling any personnel policy or procedure that affects employee conditions of employment. This section applies to any change of conditions of employment that exceed the *de minimis* standard and regardless of the number of employees affected. In other words, even if the change affects a single employee, the Agency has a duty to comply with this section.

2. The Union will be provided a written notice of proposed changes thirty (30) days prior to the desired date of implementation, except in cases where a change to conditions of employment is necessitated in order to ensure the safety and welfare of personnel or property, or when the Agency, in good faith, cannot provide timely notification under this Section. The notice shall be the Agency's finalized plan-of-action, and shall include the following:

a. Whether the proposal will be a new policy or practice, or if it is a change to an established policy or practice.

b. Justification for the proposal (why is it necessary).

c. What the immediate and long-term impact will be on employees, and the Parties.

3. The Union will have ten (10) days from receipt of the Agency's notice to either submit a request to negotiate (if the subject is negotiable), or to bargaining on the impact and implementation thereof. The Union will submit a written counter proposal no later than thirty (30) days after notice was received IAW paragraph 2. Once the Union submits a timely request to negotiate or bargain under Section 6.3 or submits a counter proposal, the proposed change cannot be implemented until such negotiations and/or bargaining have been completed. The Union's failure to respond within ten (10) days of receipt of a proposal IAW paragraph 2 or to provide a counter proposal within thirty (30) days IAW this paragraph will allow the Agency to implement the proposal.

4. When the Agency is unable to provide timely notice IAW Paragraph 2 (above), the Parties will meet, prior to implementation of the changes, to determine how to modify the requirements of this Section, and to explore an alternate arrangement which will satisfy the Agency's need to expedite implementation of their change while at the same time honoring the Union's right to negotiate and/or bargain the proposed changes to conditions of employment.

5. Agency representatives may not formally discuss with employees a change to conditions of employment covered by this section until the Agency and the Union have completed the requirements of this section. Any formal communication between Agency representatives and employees, regardless of the medium used (i.e., whether it's communicated in person/verbally, in printed/written form, electronically, or by using a voice-recorded or video message), about specific issues covered in the pending action must be agreed to by the Union before release.

Section 6.3 – Negotiation/Bargaining Procedures

1. The following procedures shall be utilized when either Party requests to negotiate or bargain a matter affecting conditions of employment:

a. Each Party is responsible for determining the make-up of their negotiating team. The number of employees for whom official time is authorized shall be equal to the number of individuals designated as representing the Agency in any capacity during negotiations. This includes observers, runners, facilitators, and any other persons present in or during the negotiation sessions (in any capacity) on behalf of the Agency.

b. During negotiations, the Parties will signify agreement on each section by initialing the agreed upon section.

c. The names of each team member will be exchanged by the Parties in writing no later than forty-eight (48) hours prior to the beginning of negotiations. Any changes regarding team membership will be submitted to the other Party prior to the next negotiation session.

d. Union representatives will be on official time during all negotiations/bargaining sessions.

e. Once negotiation/bargaining sessions are completed, the Parties will sign and date the Agreement to indicate execution, and (if applicable) will submit the Agreement to DCPAS for Agency Head approval IAW Section 3.2.

f. Negotiations Impasse: When the Parties cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the Parties will again attempt to resolve any impasse. Either or both Parties may seek the services of the Federal Mediation and Conciliation Service (FMCS). When the services of mediation do not resolve the impasse, either Party may seek the services of the Federal Service Impasses Panel (FSIP). Any proposals referred to the FSIP shall be deemed a provision of the executed Agreement upon receipt of an FSIP decision ordering adoption of the proposal.

g. Negotiability Question: At the time an item is declared non-negotiable by the Agency, the Union may submit to the Agency a request for their position on the non-negotiable item along with the Agency's rationale. The Union may then accept the Agency's declaration of non-negotiability or file an appeal with the FLRA. The rules and regulations of the FLRA will govern procedures for the filing of the appeal.

Section 6.4 – Past Practice (Established Practice)

1. A Past Practice is a longstanding frequent practice that is accepted and known by the Parties, that is not specifically included in this Agreement, and that does not contradict Federal law. Federal law, this Agreement, and Agency regulations take precedence over Past Practice and tradition when there is a contradiction.

2. Neither Party may unilaterally terminate an established Past Practice without providing notice and an opportunity to bargain IAW Section 6.2. It is the burden of the Party claiming the Past Practice to prove its elements.

3. When a Past Practice is determined to be contrary to Federal law, the practice must be stopped immediately. The Parties shall meet to bargain over the impact and implementation of the change.

4. Failure of either Party at any time, or for a period of time, to enforce or observe any right afforded to it under law or any provision(s) of this Agreement shall not be deemed or construed as a waiver of such right or provision(s) or of the right of such Party thereafter to enforce or seek enforcement of each and every provision contained herein.

Section 6.5 – Unfair Labor Practices (ULP)

1. The Parties agree that prior to submitting an Unfair Labor Practice (ULP) charge to the Federal Labor Relations Authority (FLRA), the charging Party will notify the other and request a meeting in an attempt to resolve a suspected ULP. The meeting will be an informal attempt to resolve the matter(s) in dispute. If the charged Party fails to respond to the meeting request within the timeline specified in Section 2.3(3), the charging Party may proceed with the ULP.

2. When the Parties do meet in an attempt to resolve the dispute, if after fifteen (15) days from the initial notice a solution agreeable to both Parties has not been reached, the parties may mutually agree to an extension, or the charging Party will then be allowed to file a formal ULP charge.

Section 6.6 - Steward Program

1. The appointment and management of Union Stewards is an internal Union matter.

2. Stewards shall be allowed a reasonable amount of Official Time IAW Section 6.7.

3. It is agreed that Stewards will carry out their duties in a way that does not interfere with the Agency's ability to accomplish the mission and IAW applicable laws.

4. Stewards will be available for call back if needed and shall report to their supervisor immediately upon return.

Section 6.7 – Granting Taxpayer Funded Union Time

1. Taxpayer-Funded Union Time (TFUT) will be granted to Union officials in the following manner:

a. In order to better enhance labor/management relations, and in keeping with the spirit of partnership, the Agency agrees to authorize the Union a reasonable and necessary amount

of TFUT for representational duties. Union Representatives will obtain permission from their immediate supervisor utilizing the procedure below, prior to leaving their assigned area. The supervisor in coordination with the LRO is responsible for authorizing the use of TFUT. If the Union Representative's supervisor or designee is not available, the authorization shall be obtained from the next higher-level supervisor in coordination with the LRO. Supervisory permission will be granted except when there are mission essential work-related reasons, which preclude such release. Ordinary workload will not preclude the release of the requesting Union official. The supervisor may delay the Union Representative for only the length of time that the mission requires the presence of that representative at work. Any reschedules of TFUT will be in written form, if requested, by the Union official.

b. Planned requests (advance notice of five (5) days or more) are submitted by the Union Representative to the Agency and the supervisor for initial review utilizing NGIL Form 53. LRO will review, validate and forward request to the supervisor, the Union Representative, and the Union State Representative or designee(s).

c. For immediate requests (notice less than five (5) days), the Union Representative will notify the supervisor in person/verbally, who will then email the LRO group box, and copy the Union State Representative or designee(s). If the supervisor does not object based on mission requirements, the LRO will review and reply to all, including the Union State Representative or designee(s) with a conditional approval. The NGIL Form 53 will be submitted as soon as feasible to document the TFUT. If documentation is not timely submitted the approval may be rescinded.

d. Approved TFUT will be recorded in ATAAPS as well.

e. Quarterly, the LRO and Union should meet to review the utilization of TFUT.

f. For matters falling under 5 USC 7131(a) and (c), i.e., negotiations and matters before the Authority, the Union shall be granted appropriate amounts of TFUT after submitting a written request for such time and having it approved in advance.

g. In the event that TFUT is not approved, the NGIL Form 53 will be annotated with the justification for disapproval.

2. Travel costs for Union Representatives will be the responsibility of the Union; however, if travel is pursuant to an Agency request, and the meeting location is outside of the Union Representative's commuting area, the Agency shall be responsible for travel costs IAW Department of Defense (DoD) Joint Travel Regulations (JTR).

3. Whenever an employee meets with the Union concerning a representational matter, and that meeting takes place during duty hours, reasonable notification shall first be provided to the employee's immediate supervisor prior to the employee ceasing performance of assigned duties. If the employee cannot be released at that time due to mission requirements, the Union will be informed of the earliest possible time when the employee will be available. Supervisor may not

inquire as to the subject of the meeting and cannot deem the employee's release contingent on subject-matter knowledge. No notice is required when representational activities take place during non-work periods (i.e., before and after regular duty hours, during breaks, or during the lunch period).

4. The following conditions apply when a Union representative will be delayed in returning to their assigned work site after a period of approved TFUT IAW Section 6.7(1):

a. The employee is required to immediately notify the Agency of the circumstances surrounding the delay and the expected time/date that they will be available to return to work. The Union may provide initial notice to the Agency of a potential delay if, due to injury or other unforeseen circumstance, the employee is personally unable to provide the required notice.

b. If the delay is due to circumstances beyond the employee's control (e.g., commercial travel delays, sickness, or other unforeseen events), the employee shall secure supporting documentation for the delay from an appropriate authority (e.g., airline, car rental company, law enforcement, medical provider, etc.) and, upon return, shall submit an adjusted NGIL Form 53 request to their supervisor so that their time card may be adjusted to reflect any additional TFUT or appropriate leave needed to cover their approved period of absence. Notwithstanding any annual limits, there is no limit on the amount of time that may be approved to cover a delay or period of absence resulting from events beyond the employee's control.

c. When an employee's delay is caused by a commercial travel provider (i.e., airline, rail, bus line), and the delay exceeds twelve (12) hours beyond the originally-scheduled return date and time the employee shall be eligible, upon request, for an additional four (4) hours of rest in an appropriate leave status, prior to returning to their assigned work site.

d. Delays and or absences from the worksite caused by the employee's neglect, negligence, or failure to observe regulations shall be charged to personal leave and may become the basis for disciplinary action.

Section 6.8 – Access to Facilities

1. Subject to normal security limitations, Union Representatives will be granted access to Agency facilities. The Union's request to access Agency facilities shall not be unreasonably delayed or denied. Requests for non-employee Union Representatives to access Agency facilities shall be coordinated through the Agency's LRO. Once approved, the LRO shall notify the affected facility of the Union's pending visit date and time.

2. The Union shall be allowed to conduct membership drives before and after duty hours, and during break and lunch periods in designated areas. Access in conjunction with a membership drive shall be coordinated with the Labor Relations office and shall be limited to non-work areas such as a lunch/break room or other non-work areas where employees usually gather during periods of rest. In facilities that do not have a lunch/break room the Union will be allowed temporary use of a conference room or other work area in order to support an authorized membership drive.

ARTICLE 7
VOLUNTARY ALLOTMENT OF UNION DUES

Section 7.1 - Arrangements for Dues Deductions

1. Dues deduction will be accomplished IAW 5 USC §7115.

2. Employees eligible for bargaining unit membership may elect to pay Union dues by having the Agency deduct a pre-specified amount of monies from the employee's regular paycheck. This will be accomplished by filling-out form *SF 1187 Request for Payroll Deduction for Labor Organization Dues* form and forwarding the completed form to the Union. The Union will certify the amount of dues while completing the appropriate portions of the form and then forward the form to the Agency.

3. Allotments will become effective on the first full pay period commencing after receipt of the applicable form by the employee Payroll Office. The Agency will be responsible for making the Union whole for dues not collected as a result of an administrative delay or error, unless that delay or error is caused by reasons beyond the Agency's control.

4. An allotment shall terminate when the employee leaves the unit as a result of any type of separation, transfer, reassignment, promotion or other action which would exclude the employee from the bargaining unit; upon loss of exclusive recognition by the Union; when the Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD, or when the employee has been suspended or expelled from the Union. Employees can make arrangements with the Union for other methods of payment (i.e., personal check, debit, or allotment through MyPay).

5. An employee may voluntarily revoke his/her allotment for the payment of dues by submitting an *SF 1188 Cancellation of Payroll Deduction for Labor Organization Dues* form directly to the Union. Once the request is validated the Union will submit the request to the Agency. Upon completion, copies will be provided to the employee, the Union, and to HRO (Labor Relations). By statute, dues allotments must be made for no less than one year.

6. Employees shall have the option of dues revocation on their first-year Union membership anniversary. After the first anniversary, dues may only be revoked in intervals of one-year, beginning on or after the first anniversary date of the allotment. The SF 1188 Cancellation of Payroll Deduction for Labor Organization Dues form must be submitted no earlier than thirty (30) days prior to the anniversary date. The Agency will be responsible for recouping dues not collected as a result of a premature or improper cancellation of a dues allotment.

ARTICLE 8
HOURS OF WORK AND COMPENSATION

Section 8.1 - Workweek and Work Schedules

1 The Agency will establish specific work schedules, as necessary, to accomplish the Agency's mission IAW 5 CFR §550.103. The Agency shall consider employee effectiveness, efficiency, professional development and morale in establishing specific workweek schedules.

2. The Agency has the right to establish each employee's workweek to ensure cost effective and timely compliance with operational requirements. Subject to these requirements, the Agency, in establishing an employee's work schedule, may take into consideration any personal hardship made known to the Agency by an employee. Barring operational necessity, the Agency will make a reasonable effort to provide each employee a work schedule seven (7) calendar days in advance of its effective date. It is agreed that work schedules shall remain in effect for at least one pay period when possible and consistent with 5 CFR 610.121

3. Title 5 employees may choose one of the following compressed work schedule options in addition to the current ILNG policy:

a. Option 1: 4/10's consists of four (4) ten-hour days, Monday through Thursday, with a thirty (30) minute non-paid lunch period each day; or

b. Option 2: 4/10's consists of four (4) ten-hour days, Tuesday through Friday, with a thirty (30) minute non-paid lunch period each day.

4. Any changes to the work schedule policy, regardless of whether all or a portion of the bargaining unit is affected, must be negotiated with the Union IAW Section 6.2 prior to implementation. Work schedule changes due to emergencies will be accomplished IAW Section 4.2.

Section 8.2 - Reporting for Duty

1. Employees have a responsibility to report to work ready, willing, able, and in proper attire, promptly at the beginning of their scheduled work period. Notwithstanding Sections 10.1(2) and 11.3(4), employees must be in their assigned duty uniform at all times during their work shift. Clean-up time authorized IAW Section 11.10 may not be used to change into or out of civilian clothes.

2. Except in the case of an emergency, employees will notify their immediate supervisor as soon as possible, but not later than two (2) hours after beginning of the work shift, of the reason that prevented them, or will prevent them, from reporting to work on time. If the employee is incapacitated and/or physically unable to initiate contact, then the Agency may accept tardiness or absence notice from an employee's next of kin.

3. When an employee cannot establish positive verbal contact with their first level supervisor,

then employees should attempt to make contact with their next level of supervision, and continue to do so, until an Agency representative is reached, in order to provide notice. Co-workers cannot be used to relay information concerning tardiness or absence.

4. Tardiness and absence notices, regardless of the circumstances, should be provided verbally by the employee directly to their supervisor. However, employees may use other modes of acceptable communication, such as voice mail, email, and/or text messaging, as a secondary method of attempting to provide notice, or when all efforts to verbally contact the supervisor have been reasonably exhausted by the employee.

5. Tardiness and absences from duty of less than one (1) hour may be excused when the reasons are justified to the supervisor. Justifiable reasons are events which are beyond the employee's control such as abnormal traffic congestion, severe weather, or any other type of event that cannot be reasonably predicted by an employee.

6. Unexcused tardiness or absence of any duration shall be charged as absence without leave (AWOL). Supervisors will notify employees of their determination that a tardiness or absence has been deemed unexcused and will ask the employee whether they agree or disagree with the determination. Any disagreement shall be processed using the negotiated grievance procedure in Article 12.

7. Employees will not be permitted or be required to work during any period for which leave is charged.

Section 8.3- Lunch Periods and Breaks

1. Employees are authorized a thirty (30) minute consecutive and uninterrupted lunch period every workday. A lunch period is a time during which an employee is entirely free from work responsibilities. During this time, the employee is off duty. The lunch period should normally be scheduled at the same time each day. Lunch periods will be scheduled to begin not earlier than four (4) hours and not later than five (5) hours after the start of a shift.

2. When Agency mission requirements do not allow an employee a full thirty (30) minute consecutive and uninterrupted lunch period, the employee will be compensated for his/her missed lunch period. Employees may not voluntarily/deliberately skip their lunch period as a means of shortening their duty day.

3. Fifteen (15) minute paid rest periods or breaks, during the first half and the second half of an employee’s shift, will be granted. Rest breaks will not be deliberately scheduled immediately prior to or after lunch (as a way to extend the meal period), or at the beginning or end of the shift (as a way to shorten the workday). However, The Agency shall have discretion to adjust paid rest periods, as needed, to accommodate mission requirements.

4. An employee may be authorized additional rest periods of a short duration when such periods are deemed beneficial and/or necessary by the supervisor. Additional rest periods are appropriate in the following situations:

a. To provide relief from extreme temperature, hazardous work, confined or restricted spaces, or from work that requires continual and/or considerable physical exertion.

b. To reduce the potential for accidents due to fatigue.

Section 8.4 – Overtime Work

1. The Parties, in consonance with applicable laws and regulations, agree that occasionally the Agency will need employees to work in excess of their regular work hours (overtime) in order to meet mission requirements. Employees will be compensated for overtime work IAW applicable law regardless of whether the work is performed on a voluntary basis, or as directed (involuntary) by the Agency in order to support the Agency's mission.

2. Overtime work is any activity that an employee is required to accomplish or participate in, including mandatory meetings or events scheduled and/or hosted by the Agency or its representatives, which require an employee to be present at the worksite prior to the beginning of their regular duty day, or require an employee to remain at the worksite after their regular duty day ends.

3. Requiring employees to arrive at the worksite prior to start of their shift in order to make ready for work or causing employees to remain at the worksite beyond the end of their shift in order for them to accomplish personal or shop clean-up and tool turn-in is considered compensable overtime work. These types of activities are considered part of the work process and should be accomplished during regular duty hours.

4. Overtime requirements will be announced as far in advance as possible to allow employees the opportunity to make suitable arrangements in order to perform the overtime work.

5. The Agency will make every effort to direct or assign employees overtime on an equal basis and shall take into consideration the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of employees required. In no case will overtime work be directed or assigned to any employee as a reward or punishment.

6. The Agency should make every effort to seek qualified volunteers prior to mandating that an employee performs overtime work. In the event there are insufficient qualified employee volunteers willing to perform overtime work, the Agency has the authority to direct an employee to work overtime to meet the Agency's mission requirements.

7. Except during periods of emergency IAW Section 4.2, the Agency shall provide affected employees not less than seventy-two (72) hours' notice to schedule involuntary overtime time, except when the Agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

8. Supervisors will also take into consideration any personal hardships that overtime work may cause the affected employee(s) and will make every effort to accommodate said hardships. These

include issues such as childcare, school, transportation to and from the workplace (especially if an employee participates in car-pooling), and distance from the employee's home of record to the worksite.

9. Employees scheduled to work overtime will be notified of any cancellation of the overtime requirement by the end of the preceding workday, when possible. Employees scheduled to work overtime on any non-duty day will be notified of any cancellation as soon as it is known but not later than 1200 hours on the preceding duty day, if possible.

10. It is agreed that when overtime follows a regular work shift, the employee may, upon request, be granted a fifteen (15) minute paid break at the beginning of the overtime period and, at the employee's request, a thirty (30) minute non-paid meal break to begin no later than two (2) hours after the overtime period begins.

Section 8.5 – Call Back

1. Call back is when an employee is released from work at the end of the workday and is recalled by the Agency to return to work. A minimum of two (2) hours is paid to the employee whether or not he/she actually works the two (2) hours.

Section 8.6 – Stand-By and On-Call Duty Compensation

1. In order to deal with situations occurring after regular duty hours, employees may be placed on either a stand-by or on-call duty status. Initial notice may be made verbally; however, a formal written order should follow that explains in detail the stand-by or on-call requirement.

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

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

a. The Agency shall make every reasonable effort to provide an employee advance notice specifying the beginning and ending period that the employee is on standby status, and of its cancellation as soon as possible.

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

   (1) The employee is restricted to their assigned duty location. Standby duty will not be required of an employee at their home of record.

(2) Has his/her activities substantially limited; and

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

c. Employees will be compensated in equal amounts spent by them in irregular or overtime work IAW applicable law.

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

a. The employee can leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

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

c. Once an employee responds to a call and is required to work, the employee shall be compensated from the moment the work begins.

Section 8.7 – Other Pays

1. Night Shift Differential, Sunday and Holiday Premium pay will be computed IAW applicable laws.

Section 8.8 – Adjustment of Work Schedules for Religious Observances

1. To the extent that modifications in work schedules do not interfere with the efficient accomplishment of an Agency's mission, an employee whose personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek must be permitted to work alternative work hours, so that the employee can meet the religious obligation.

2. An employee will submit a written request for compensatory time in advance, and specifically state that his or her request for compensatory time is for religious purposes. The request should be accompanied by acceptable documentation of the need to abstain from work.

3. Request for compensatory time should be approved or disapproved based strictly on the impact that the employee's absence may have on the Agency's mission, and not on a personal judgment about the employee's religious beliefs or his or her affiliation with a religious organization. When an employee's request is approved, the Agency may determine when the compensatory time will be scheduled before the religious observance.

4. Request for time off should not be granted without simultaneously scheduling the compensatory time during which the employee will work to make up the time. An employee should be allowed to accumulate only the number of hours of work needed to make up for previous or anticipated absences from work for religious observances.

5. If an employee is absent when he or she is scheduled to perform work to make up for a planned absence for a religious observance, the employee must take paid leave, request leave without pay, or be charged absent without leave, if appropriate. These are the same options that apply to any other absence from an employee's basic work schedule.

Section 8.9 – Physical Fitness

1. The Agency agrees to implement and administer an ongoing Physical Fitness Incentive Program which allows employees the opportunity to achieve and maintain certain fitness requirements during duty hours. The following conditions will apply:

a. The program is not an entitlement and may be modified to accommodate mission requirements.

b. An employee's participation in the program is strictly voluntary and activities are unsupervised.

c. Participation may not interfere with the Agency's ability to accomplish the mission. Scheduling of time under this program will be coordinated between the employee and their immediate supervisor.

d. Employees will be allowed up to one (1) hour per workday, not to exceed three (3) days per week to participate in an individual fitness program. This time is considered use-or-lose. It may not be carried over day-to-day or week-to-week.

e. Time authorized is in addition to lunch and break periods.

f. Fitness will normally be accomplished on the premises of the employee's assigned duty location. If a location does not provide adequate resources or space for accomplishing personal fitness, the facility manager may request an exception to policy for an offsite running route or similar offsite fitness location. Requests will be reviewed by HRO, approved by the Chief of Staff or his/her designee, and reviewed annually to ensure the request is still valid.

g. Authorized activities include aerobic exercises (including walking, running, and bicycling) and strength training. Sports which require or include physical contact (e.g., football, soccer, martial arts) are not permitted. Team sports are also not permitted.

ARTICLE 9
LEAVE

Section 9.1 - General Provisions

1. An employee's request to take earned leave will normally be granted as requested unless the supervisor determines that the employee's presence is required to meet mission requirements.

2. Employees are encouraged to apply for leave as far in advance as possible; however, there is no set requirement on how far in advance a request must be submitted in order for it to be approved.

3. Approval or denial of employee leave requests are based solely on the Agency's mission requirements at the time the request is submitted. If an employee has sufficient leave to cover the period of absence, and their absence will not negatively impact the Agency's mission then the supervisor shall approve the request.

4. An employee may cancel previously requested leave at any time.

5. All leave requests (paid and unpaid) shall be submitted using OPM Form 71 through ATAAPS, or its equivalent.

6. Leave entitlements not specifically addressed in this contract will be done IAW applicable law and regulation.

7. The minimum charge to leave allowed for all earned leave categories is fifteen (15) minute increments, or one-quarter (0.25) of an hour.

8. Advance leave (either annual or sick) is not an entitlement; however, the Agency may not arbitrarily deny an employee's request solely based on the fact that there is no entitlement to advanced leave. The determination to approve or deny an advanced-leave request shall be based on the individual circumstances of the employee making the request. When submitting a request for advanced leave the employee shall include justification for the request to include any/all supporting documentation, to include whether the employee will suffer serious financial harm if the request is not approved.

Section 9.2 - Annual Leave

1. Supervisors will approve or disapprove properly submitted requests for non-emergency annual leave as soon as possible. If a request is disapproved, the reason will be documented on the OPM Form 71 through ATAAPS, or its equivalent, and the employee will be notified immediately. The supervisor will work with the affected employee to reschedule the disapproved leave as necessary.

2. Annual leave requests for emergency reasons will be considered on a case-by-case basis and may be granted even if the employee's absence will have a negative impact on the Agency's

mission. Employees will notify their supervisor as soon as possible of the emergency situation stating the reason for the request and the time they desire to be absent from work.

3. When two or more employees from the same work section request the same period of leave and mission requirements prevent approval of all requests, approval will be granted on a first come first served basis. However, supervisors shall consider the prior leave requests and approvals of the employees affected to ensure fair execution of the annual leave program.

4. Employees may exhaust all of their annual leave balance during one continuous period of absence and for any reason, insofar as mission requirements permit. Supervisors cannot require that employees maintain a minimum annual leave balance. Supervisors also cannot require that employees provide a reason or justification for non-emergency annual leave in order to approve their request.

5. Supervisors or employees may request the carry-over of use/lose leave if the mission dictates that leave cannot be used before the first pay period of the new calendar year; however, approval is not an entitlement.

6. Once approved, annual leave should not be cancelled unless the employee's presence is necessary to meet mission requirements. Prior to cancellation, the supervisor shall consider any personal or financial hardship to the employee to include the potential loss of deposits or payments made to vacation providers and retailers including hotels, airlines, cruise ships, etc. The supervisor shall provide justification for any cancellation decision and will work with the employee to mitigate any personal or financial hardship caused, to include delaying the employee’s return if such a delay will not have a significant impact on the Agency’s ability to accomplish the mission.

7. Employee requests for advanced annual leave shall be made in writing through their supervisor to the HRO. The request will include the number of hours applied for and justification IAW Section 9.1(8). The maximum amount of annual leave that can be advanced is limited to the amount of annual leave an employee would accrue for the remainder of the leave year. Advance annual leave is not an entitlement. Employees will be required to repay the amount of advance leave for which he or she is indebted in the event they separate from Federal service prior to accruing the amount of leave advanced.

Section 9.3 - Sick Leave

1. Employees shall earn and be granted sick leave, or advanced sick leave, IAW applicable law and regulation.

2. A supervisor may require a medical certificate to support use of sick leave for three (3) consecutive days or more. When requested, an employee must provide administratively acceptable evidence or medical certification within fifteen (15) days of the Agency's request. If the employee is unable to provide evidence, despite the employee's diligent, good faith efforts, he or she must provide it within a reasonable period of time, but no later than thirty (30) calendar days after the Agency makes the request. If the employee fails to provide the required evidence

within the specified time period, he or she is not entitled to use sick leave.

3. An employee's signed statement certifying that the period of absence is chargeable to sick leave may be accepted when it is unreasonable to require a medical certificate. Circumstances under which an employee's signed statement is acceptable in lieu of a medical certificate are:

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

b. Remoteness of the medical facility.

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

d. If acquiring a medical certification would cause a financial hardship.

4. If there is a reasonable suspicion that sick leave is being abused, the Agency reserves the right to require a medical certificate for sick leave of any duration. However, in such cases, the Agency shall counsel and advise the employee, in writing, of their suspicion that sick leave is being abused and that a medical certificate will be required to support any future approval of sick leave regardless of duration. This notice will contain the reasons the employee is required to furnish a medical certificate. Supervisors will review the sick leave record of those employees suspected of sick leave abuse every six (6) months to determine if this requirement should continue. The employee will be advised, in writing, of the supervisor's determination.

5. Employee requests for advanced sick leave shall be made in writing through their supervisor, to the HRO. The request will include the number of hours applied for and justification IAW Section 9.1(8). The maximum amount of leave that can be advanced will be IAW current Federal regulations. Employees will be required to repay the amount of advance leave for which he or she is indebted in the event they separate from Federal service prior to accruing the amount of leave advanced.

Section 9.4 - Compensatory Time (CT)

1. CT shall be earned and granted IAW applicable law, rule, and regulation.

2. CT should be used before Annual Leave unless the employee is in a use/lose leave status.

3. Additional guidance for CT (Overtime Work) is addressed in Article 8.4.

4. An employee must use accrued compensatory time off by the end of the 26th pay period (one year) after the pay period during which it was earned. Title 32 technicians who fail to use their accrued compensatory time will forfeit their CT, unless it is due to a requirement of the service beyond the employee's control.

Section 9.5 - Leave Without Pay (LWOP)

1. An employee's request for leave without pay may be granted as follows:

a. When serving as an officer, employee, or representative of the Union:

(1) An employee who has been duly elected or appointed as a Union Officer or Delegate, and whose official Union duties may require an extended absence from their regular position, may be granted leave without pay upon request, in one (1) year increments, not to exceed four (4) cumulative years, pursuant to a sixty (60) day written notice. LWOP shall not be granted for the purposes of political campaigning.

b. To deal with personal matters or emergencies.

2. Employees are entitled to LWOP for the following purposes:

a. The Family and Medical Leave Act of 1993 (FMLA), provides covered employees with an entitlement to a total of up to twelve (12) weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs. Military caregiver leave allows an eligible employee who is the spouse, son, daughter, parent, or 'next of kin' of a covered veteran with a serious injury or illness to take up to a total of 26 workweeks of LWOP during a 'single 12-month period' to provide care for the veteran.

b. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) provides employees with an entitlement to LWOP when employment is interrupted by a period of service in the uniformed service.

c. Executive Order 5396, July 17, 1930, provides that disabled veterans shall be granted LWOP for treatment associated with a service-connected disability.

Section 9.6 - Excused Absences (Administrative Leave)

1. Excused absences may be granted IAW applicable laws and regulation. The intent of an excused absence is to provide for authorized brief absences from duty without loss of pay and without charge to other paid leave.

2. The Agency has the authority to grant or disapprove requests for excused absences.

3. Excused absence may be granted for the following reasons:

a. To comply with an examination (medical or academic) directed by the Agency to determine civilian and/or military medical qualification or disability of an employee, including but not limited to:

(1) Medical exams, including hearing and vision, and/or periodic physicals related

to an employee's assigned duties as coordinated through the ILARNG Occupational Health office or, for Title 32 technicians, as required by the military commander, HRO, or safety officer when driven by military necessity.

(2) Dental exams required of Title 32 technicians by their respective military service will be limited to one (1) doctor's visit per year. Documentation will be provided to the unit of assignment to meet the requirements of the annual Periodic Health Assessment. The amount of excused absence granted shall be the amount of time needed to cover the medical appointment, plus the amount of time needed to cover travel to and from the employee's assigned duty station and the medical facility.

(3) Medical Appointments for Service-Connected Injuries or Disabilities: Employees who do not qualify for Disabled Veterans Leave (DVL) and whose current sick leave balance is below one-hundred and four (104) hours (i.e., a low leave balance that could cause financial hardship) may request up to eighty (80) hours of administrative leave (excused absence) per calendar year in order to attend these types of medical appointments that meet the criteria below:

i. The employee is a dual-status technician and has a service-connected injury or disability managed by the Veterans Administration (VA), or accepted under a line-of-duty (LOD) determination managed by the IL ARNG.

ii. The medical appointment must be related to an injury or illness incurred as a result of service in the Armed Forces of the United States and must be at a facility approved or designated by the VA or the Agency to evaluate or treat the employee.

iii. Unless directed otherwise, each request for excused absence must be submitted separately.

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

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

vi. Once a request is submitted the Agency will consider the following factors to determine the appropriateness of the excused absence request:

A. Prior use of excused absence under this policy (if any) and whether it would be more appropriate for the employee to be on Warrior Transition Active Duty status or some other active status as determined by a line of duty (LOD) investigation.

B. Whether the employee has abused this or any other leave program. Prior leave abuse may become the basis for disapproval of a request under this policy, even if the request meets all the criteria above.

C. Disapprovals may be grieved IAW Article 12.

D. Employees should be aware that any administrative leave granted by this section counts against the maximum annual limit of eighty (80) hours authorized under 5 CFR § 630 Subpart N, and that use of this type of administrative leave for VA appointments may affect your ability to request administrative leave for other purposes such as voting, donating blood, reviewing your personnel file, or to attend other events.

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

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

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

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

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

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

(4) A longer period may be authorized only when required for donor recuperation purposes.

d. For dual-status technicians, to secure a Department of Army (DA) photograph when such photograph is required due to the employee's membership in the IL ARNG not to exceed 3 hours bi-annually.

e. To attend events hosted or sponsored by professional organizations affiliated with the employee's status as either a civilian employee or military member (i.e., EANGUS, NGAUS, Federal Executive Board, etc.) when it is determined by the Agency that such attendance will serve the public interest. Excused absence is not applicable when attendance is in a military status (paid or non-paid); in such cases, military and/or annual leave would be appropriate.

Section 9.7 – Dismissals Related to Hazardous Weather and Other Emergency Conditions

1. When hazardous weather or other emergency conditions (i.e., loss of power, water, or heat) are affecting, or are forecasted to affect, an employee's home of record or worksite, the Agency may approve an employee's request for leave so that they may take care of their personal affairs.

2. The Agency shall, at TAGs discretion, assign administrative leave status when an employee is prevented from reporting to duty, or is dismissed by the Agency prior to the end of the duty day, because hazardous weather or other emergency conditions make it unsafe or impractical for the employee to either travel from their home to the worksite, remain at the worksite, or travel from the worksite to their home. Road closures enforced by local government agencies and other general warnings by local public officials for citizens to 'remain in place' are reliable indicators that conditions exist which may qualify an employee for administrative leave under this section.

a. If an employee requests leave under Paragraph 9.7(1) prior to an administrative dismissal being authorized under Paragraph 9.7(2) then they will be charged to the appropriate leave status until the time set for dismissal.

b. If an employee is already scheduled to be absent for the entire work shift on a day when administrative leave is approved under this section then the entire absence is charge to the appropriate leave status requested and they will not be eligible for administrative leave.

3. Unless notified otherwise, employees are to presume that their worksite will be operational each regular workday regardless of weather or other emergency conditions.

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

1. An employee is entitled up to three (3) consecutive or non-consecutive workdays to make arrangements for, or to attend, the funeral or memorial service for a qualifying family member, as defined by 5 CFR § 630.803, who died as a result of wounds, disease, or injury incurred while serving in a combat zone (IAW 26 USC § 112) as a member of the Armed Forces of the United States. The employee shall furnish justification for scheduling nonconsecutive days.

Section 9.9 – Leave in Conjunction with Military Duty

1. An employee who is also a member of the Reserve Component is authorized fifteen (15) days, or one-hundred and twenty (120) hours, of military leave each fiscal year to cover periods of absence from work in order to perform military duty. However, employees are entitled to use any combination of military leave, annual leave, compensatory time, time-off awards, or leave without pay (LWOP) in conjunction with military duty performed during their regular duty hours. The following guidance applies:

    a. Military duty includes training or duty such as active duty for operational support (ADOS), annual training (AT), and other Federal duty statuses approved by law. Normally, these duty periods are equal to one twenty-four (24) hour period of duty, or one day.

    b. Employees performing military duty during their regular workweek will be charged an amount of leave necessary to cover the portion of their civilian work shift affected by the active duty period.

    c. Military leave may not be used to cover periods of state active duty (SAD). However, employees may use any other leave status mentioned in paragraph 1 (above) to cover the period of absence as a result of SAD, as well as law enforcement leave (LEL) as described in paragraph 3 (below).

2. When using leave in conjunction with Inactive Duty Training (IDT) periods:

    a. IDT is training or duty other than active duty. This includes Unit Training Assemblies (UTA), MUTA (Army) periods, and AFTP (Additional Flight Training Period).

    b. IDT is scheduled in a minimum of 4-hour increments. Up to two (2) IDT periods may be scheduled in one day. For example, a normal UTA is scheduled over the course of two non-workdays (usually Saturday and Sunday), and is equal to four IDT periods. On occasion, employees may be required to perform IDT, such as a MUTA 5 or 6 during their regular workweek.

    c. Employees performing IDT during their regular workweek, and at their civilian duty station, will only be charged the amount of leave necessary to cover the period of training. The length of the duty period is calculated based on the time the employee was required to report for military duty until the time they were dismissed from said duty. If an employee is dismissed from military duty prior to the end of their regular civilian work shift, the employee will be required to return to fulfill their civilian duties until normal dismissal time. Employees who choose to leave the worksite immediately after their military duty period, but prior to the end of their civilian duty day, will have to cover the period of absence with an appropriate amount and type of leave.

    d. Employees whose IDT unit location is separate from their normal worksite will be

allowed to use an amount of leave necessary to cover both the period of training and any necessary travel. The time allowed for travel is whatever amount of time is reasonably needed to arrive at the duty location.

3. An employee who is also member of the National Guard, and who has been called to duty in support of law enforcement, or to provide assistance to civil authorities in the protection of life, the prevention of injury, or the protection of property is entitled to one-hundred seventy-six (176) hours, or twenty-two (22) days, of additional military leave each calendar year, otherwise known as law enforcement leave (LEL).

a. Employees are not authorized to retain both their military and civilian pay when using LEL.

b. The offset rule requires that an employee's civilian pay be reduced by an amount equal to the military pay (not including travel, transportation, or per diem allowance) received for military service while in an LEL status. In other words, full military pay is received, but the offset rules require a crediting of the military pay against civilian pay, thus, reducing the employee's civilian pay.

c. Civilian pay is not reduced for military pay received for service on non-workdays.

d. A copy of the employee's active duty orders and a certificate of attendance must be furnished to their civilian payroll office in conjunction with their time and attendance record for each period during which LEL is used.

e. Carryover of all or a portion of the one-hundred seventy-six (176) hours is not permitted.

4. An employee who is also member of a Reserve Component is entitled to use forty-four (44) days of military leave, or three-hundred fifty-two (352) hours, without loss of, or reduction in pay, leave to which otherwise entitled, credit for time or service, or performance efficiency rating for days in which serving on active duty without pay. The active duty must be performed under Title 10 U.S.C. 12301(b) or 12301(d) for participation in operations outside the United States, its territories and possessions.

a. The leave is charged in units of whole hours on the same basis as annual and sick leave. Holidays and non-workdays are not charged.

b. Employees may also use annual leave, compensatory time, or leave without pay in conjunction with the 44-day leave.

c. The entitlement is on a calendar year basis. There is no entitlement to carry over any unused military leave from one year to the next.

d. While on 44-day military leave, employees receive their civilian pay for time they would otherwise be in a paid civilian duty status.

e. Members are entitled to military retirement points and medical coverage while on military duty in a non-pay status.

f. Employees must elect prior to deployment the period during which they will use the 44-day military leave and other appropriate leave.

g. Employees must initiate/request the use of the 44 workdays of ML and/or other appropriate leave by submitting an OPM Form 71 through ATAAPS, (or its equivalent) and a copy of their military duty order prior to deployment. Requesting leave is the responsibility of the employee and must be requested in advance of use – not retroactively.

5. The following guidance applies to dual-status technicians, only:

a. Readiness Management Periods (RMPs) IAW DoDI 1215.06:

(1) A military technician may not be placed in a leave status to perform duty in an RMP status. Additionally, a military technician may not perform duty in an RMP status to accomplish activities that are within the normal requirements and workload of the military technician's job description.

Section 9.10 – Court Leave

1. Employees are authorized court leave with pay when summoned in connection to serve as a juror; or as a witness in a nonofficial capacity on behalf of any party in connection with any judicial proceeding to which the Federal, State or local government is a party.

2. If an employee is on annual leave when called for jury duty or witness service, court leave shall be substituted. No charge shall be made to annual leave for the court service.

3. An employee who is under proper summons from a court to serve on a jury should be granted court leave for the entire period, regardless of the number of hours per day or days per week the employee actually serves on the jury during the period.

4. Jury service for which an employee is entitled to court leave does not include periods when the employee is excused or discharged by the court, either for an indefinite period, subject to call by the court or for a definite period in excess of one (1) day. Therefore, an employee may be required to return to duty or be charged annual leave if excused from jury service for one (1) day or even a substantial part of a day. The employee may not, however, be required to return to duty if it would cause a hardship.

5. When an employee is called for court service (as a witness or juror), the court order, subpoena, or summons, if one was issued, must be presented to the supervisor as far in advance as possible.

6. The employee cannot retain fees received for jury duty and witness service performed. The

employee must submit fees received for jury or witness service by money order or personal check to the Agency. A certificate of attendance from the clerk of the court must also be submitted. The certificate shows inclusive dates of jury duty or witness service and amount of fees the court paid to the employee. The certificate of attendance, separately, should identify fees and allowances.

7. Fees received by the employee are collected while allowances are not collected. If the certificate of attendance does not identify allowances separately, all moneys are considered fees and shall be collected.

8. The employee may keep reimbursements for expenses received from the court, authority, or party that caused the employee to be summoned, and may keep fees that exceed the employee's compensation for the days of service. An employee serving on a jury in a state or local court who waives or refuses to accept jury fees is still liable to the U.S. Government for the fees that would have been received.

Section 9.11 – Voluntary Leave Transfer Program

1. In accordance with Agency regulations, procedures allow for the accrued annual leave of one or more employees to be transferred for use by another employee within the Agency who needs such leave due to a serious medical condition. Leave donated must be accrued and available at the time of donation. Employees may not donate leave to an immediate supervisor. Interagency leave transfer (i.e., between two employees working for different Federal agencies) is permitted if both the recipient and donor are family members.

2. A serious medical condition as used herein pertains to either an employee or the care of a family member (as defined by OPM) that will require an employee’s absence from duty for a prolonged period of time resulting in a substantial loss of income to the employee due to the unavailability of paid leave.

3. The maximum amount of annual leave that may be donated during the leave year shall be the lesser of:

a. One-half of the amount of annual leave the donor would be entitled to accrue during the leave year in which the donation is made; or,

b. The number of hours remaining in the leave year (as of the date of the transfer) for which the leave donor is scheduled to work and receive pay.

Note: These limitations may be waived according to the Agency's established written criteria. The waivers shall be documented in writing.

4. Donated leave may only be used by the intended recipient and may not be used for any purpose other than prolonged absences caused by a verified serious medical condition.

5. Upon termination of the serious medical condition, the unused donated leave shall be

transferred pro rata back to each donor who may then elect to:

a. Credit the unused donated annual leave to their annual leave account in either the current leave year or as of the first day of the first leave year beginning after the date of election; or

b. Donating unused donated leave in whole or part to another leave recipient.

ARTICLE 10
MILITARY ASPECTS OF EMPLOYMENT

Section 10.1 – Uniform Appearance

1. The Parties agree that performing duties as a Title 32 technician requires wear of the uniform appropriate for the member's grade. Technicians will adhere to appropriate appearance standards, customs, and courtesies of their respective service.

2. Employees are not required to wear the military uniform under the following situations:

a. During non-duty hours.

b. When on Official Time acting as a Union Representative.

c. While appearing as an aggrieved employee or Union witness before a third party proceeding, civilian court proceedings, or jury duty appearances.

d. While wearing maintenance coveralls. However, the wear of maintenance coveralls shall be confined to the grounds of the employee's assigned duty location, to include maintenance areas (i.e., maintenance bays, wash racks, motor pool and staging areas, the flight line, or anywhere else where an employee accomplishes maintenance tasks) and common areas (i.e., maintenance offices, break and lunch rooms, restrooms, smoking areas, and any other common areas not considered a public space). Employees must be in proper military attire at all other locations during duty hours.

(1) Maintenance coveralls are not considered military uniforms. As such, there are no prohibitions on the types of safety/clothing accessories (i.e., headgear, footwear, or gloves) an employee can wear in conjunction with the coverall if the accessory being worn serves a specific purpose such as protection from injury or extreme weather elements, and the reason the employee is wearing the accessory is due to the Agency's failure to provide adequate gear and equipment. However, if/when the Agency has provided an employee with the appropriate and necessary gear, the employee will only be allowed to wear the issued item, unless the item issued by the Agency does not meet the minimum protection requirements for its intended use.

(2) If the Agency has failed to provide employees with necessary safety/clothing accessories and also restricts employees from wearing non-Agency issued items, an employee may invoke Section 11.4(6).

3. The Agency shall provide employees with a total of four (4) sets of their primary duty uniform and all accessories required for proper uniform wear IAW military regulations as follows:

a. Employees will be issued replacement items worn on the uniform if they become unserviceable, to include emblems/patches, nametags/tapes, insignia, etc. as required by regulations.

b. All other clothing accessories such as undershirts and socks, ties, gloves, shoes/boots, hats, etc. as required by regulations.

c. Cold and foul weather gear as provided in Section 11.3(6).

d. Items shall be replaced on a fair wear and tear basis. Employees are highly encouraged to procure fair wear and tear replacement items as soon as the item becomes unserviceable. Employees who delay procuring replacement items until their entire stock of uniforms is unserviceable may experience delays in having items issued and may become responsible for purchasing their own items in order to comply with their requirement to report to work in the appropriate duty uniform.

4. Employees receive their normal issue of military apparel through their membership in the IL ARNG. The following process will be observed when requesting uniform items:

a. STEP 1: Employees will submit orders for required uniform items through their military unit of assignment's supply system.

b. STEP 2: The military unit will review the order to ensure the employee is authorized to be issued the items requested and will place an order for the items which the employee is authorized to receive. The order shall be placed as soon as possible, but no later than thirty (30) days after the uniform items were requested.

c. STEP 3: As soon as possible, but no later than sixty (60) days after placing an order, the employee shall confirm the status of their uniform order with their military unit, to include the expected date of issue.

(1) If the uniform items are expected to issue within one-hundred and twenty (120) days, the employee shall follow-up with their unit to ensure they retrieve the ordered items. If items are not received as expected, go to STEP 4.

(2) If the uniform items are not expected to be issued within one-hundred and eighty (180) days after initial order, go to STEP 4.

d. STEP 4: The employee shall notify their immediate supervisor of the delay so that the Agency can secure the uniform items through alternate means, to include local purchase. If the Agency is not able to secure the items within thirty (30) days, go to STEP 5.

e. STEP 5: The employee may file a grievance IAW Section 12.6, Step 3, the Adjutant General Review, in order to compel the Agency to provide the requested items.

Section 10.2 – Medical Requirements

1. Medical requirements associated with technician employment, to include immunizations or testing under a substance abuse program will be accomplished IAW Agency and/or NGB policy,

and this Agreement.

2. Normally, when a Title 32 technician loses their military membership as a result of being medically or physically unfit for duty, they are subsequently terminated from their technician position for failure to meet a condition of employment. However, an employee who is pending disability retirement may request to be retained in their current position until the end of the pay period in which OPM adjudication is received:

a. Employees who qualify for continued retention under this provision will be formally notified by the Agency at least thirty (30) days prior to their separation date.

b. If the employee wishes to be retained, they must submit a request in writing prior to their separation date, and must:

(1) Specify that they intend to apply for an OPM disability retirement; and,

(2) Specifically request to be retained until OPM adjudication is received.

c. Once the Agency receives an employee's timely request, they will conduct a review to determine if the employee is able to continue in their current position with any reasonable accommodations that can be made pending OPM adjudication.

d. Employees who are retained will be advised that:

(1) They must continue to perform their duties at fully successful level; and

(2) They are subject to administrative action for cause, up to and including removal for unacceptable behavior.

Section 10.3 – Uniformed Services Employment and Reemployment Act (USERRA)

1. The Agency will abide by all the requirements of 38 USC Chapter 43. The Agency may not discriminate or retaliate against employees who are past or present members of the uniformed services, have applied for membership in the uniformed services, or are obligated to serve in the uniformed services, including the National Guard and Reserves. The Agency also may not implement or enforce requirements or conditions on an employee's service in the uniformed services that are more restrictive than those contained in the USERRA statute.

2. No employee will be denied any right or benefit afforded to them under USERRA, to include:

a. Upon timely advanced verbal or written notice, the right to be absent while serving or in order to serve in the armed forces. Federal law does not require a specific timeframe for notice to be considered timely or advanced. The only requirement is that the notice be as far in advanced as is reasonable under the circumstances;

b. The right to be reemployed after completing a qualifying tour of military duty that does

not exceed the time limitations contained in USERRA;

3. Under no circumstance can the Agency require that an employee resign from their position as a condition of entering active military service under Title 10 or Title 32, to include as a condition of accepting an Active Guard Reserve (AGR) or Active Duty Operational Support (ADOS) tour.

Section 10.4 – Other Military Considerations

1. T32 NG employees may not be directed to conduct military qualification requirements while in a civilian employee status. This includes weapons qualification training, military medical examinations (Periodic Health Assessment), physical fitness tests, or completing Soldier Readiness Processing. At the direction of a supervisor or other Agency representative within their civilian chain of command, and within the constraints of Section 11.4, T32 NG employees may temporarily provide preparation support for military training exercises, readiness processes and/or workplace safety training. Employees may request confirmation of the direction via email. Performing tasks in support of military exercises or processes that fall outside of a technician's PD will have no impact on the classification of a technician's civilian position and may not be addressed in a technician's performance standards.

2. Military grade/rank inversion is not allowed. As such, a dual status technician's military rank/grade must be equal to or lower than that of their immediate supervisor. However, an employee may not suffer an adverse personnel action due to rank inversion resulting from an involuntary personnel action. Military grade/rank inversion does not apply to Wage Leader (WL) or Work Leader positions because these do not meet the legal definition of "supervisory" with regard to assigned duties and responsibilities. Military grade/rank inversion also does not apply to 'Title 5' employees, even if the employee is a member of the National Guard or Reserves.

ARTICLE 11
SAFETY AND OCCUPATIONAL HEALTH

Section 11.1 – General Provisions

1. It shall be the responsibility of the Agency, the Union, and employees to observe all safety precautions and maintain the standard of safety established IAW applicable laws, regulations, and safety and occupational health policies.

2. The Parties agree to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well-being of all employees. Management has the right to determine employee training needs. When management determines that training is needed, it will be provided to employees during regular duty hours.

3. All rules, laws, and regulations pertaining to safety and health shall be on-hand within the employees work center and will be adhered to by all employees.

4. Hazardous tasks shall normally be assigned and performed by employees who have received appropriate briefings, instructions, and training pertinent to the hazardous tasks to be performed. The performance of hazardous tasks shall incorporate all immediately available safety precautions and devices.

5. The Union agrees to cooperate in these efforts and encourage employees to work in a safe manner, obey established safety policies, and directives, and wear the required safety equipment.

6. The Union shall be allowed to be present at local and state level Safety Council meetings. The Agency agrees to consider all recommendations of the Union relative to basic policy on safety and health.

7. Routine cleaning of Agency-issued protective equipment is generally the responsibility of the employee as part of their assigned duties. The cost and responsibility for cleaning and repair of protective equipment contaminated with or by controlled waste material shall be borne and provided by the Agency.

8. The Agency shall ensure that each permanent work site meets the following minimum standards:

a. Serviced by permanent electrical, water, and gas (as applicable) utility providers;

(1) Reliance on temporary utilities (e.g., portable electrical generators or portable water containers) is acceptable when the Agency has secured certification by competent authority that the temporary utilities meet the minimum requirements to operate all building systems needed for safe operations.

b. Adequate cooling and heating is provided IAW Section 16.2(5)(b);

c. Facility complies with all requirements for safe occupancy by humans. This includes having functioning and required safety and/or life-saving equipment and systems, to include but not limited to (if required by applicable Federal, state, and local laws):

(1) Fire detection, warning, and suppression;

(2) Carbon dioxide detection and warning;

(3) Decontamination and spill containment (i.e., eye wash stations, spill kits, etc.);

(4) Automated external defibrillator (AED) stations; and,

(5) First aid kits.

d. Inspections and/or certificates for all items in subparagraph c (above) on hand and current. The Agency shall also ensure that employees receive the training required to operate or use all the items or systems listed in c.

e. All buildings where employees work and/or congregate in have either been certified free from materials and/or chemicals that are known health hazards (i.e., asbestos and other types of hazardous materials) by competent authority, or have been identified and mitigation and information plans are provided.

f. Safety signs, programs, equipment, documents, regulations, and postings (i.e., exit signs, lockout-tagout program, SDS, bulletin boards with OSHA posters, etc.) on site and up to date as required by Federal, state, and local laws and regulations.

g. Permanent personal hygiene facilities at each worksite. This includes access to latrine and shower facilities, segregated by gender, that are adequately cleaned/maintained, powered, and stocked with supplies, and which have ready access to potable drinking water.

(1) When permanent facilities are not available, the Agency may provide temporary portable latrine, shower, and mobile drinking water, and shall provide for the regular cleaning/maintenance and replenishment of supplies until permanent facilities are provided or restored.

(2) When neither permanent nor temporary portable hygiene facilities nor drinking water is available at a worksite, that site shall be deemed unsuitable to be occupied and employees shall either be relocated to a suitable facility or shall be excused from work IAW Section 9.7 until personal hygiene facilities and potable drinking water are made available.

9. No later than ninety (90) days after approval of this Agreement by DCPAS, the Agency will provide the Union with a list of all facilities where covered employees are assigned and will indicate whether each facility complies with the minimum requirements of paragraph 8 (above).

For those facilities that do not conform with the minimum requirements, the Agency shall include in their report a detailed plan of how it will bring them into compliance within a reasonable period of time, but no later than one-hundred and eighty (180) days (or sooner if required by law/regulation) after DCPAS approval of this Agreement. When the Agency cannot comply with the requirements of paragraph 8 within the time specified herein, the Agency will indicate how it plans to temporarily address the situation.

10. An employee under the care of a physician shall promptly inform the supervisor of any condition or prescribed medication that will impair the employee's ability to safely perform assigned duties. Information provided by an employee shall include the limiting effects of the medication and expected duration of prescription. The Agency shall make every reasonable effort to find a safe, temporary assignment for the employee. However, such accommodation is not an entitlement. In cases where impairment caused by medications cannot be accommodated, an employee will not be allowed to return to work until they are cleared by a medical professional.

Section 11.2 - Health Services

1. The Agency shall establish and maintain an Occupational Health Services and Preventive Medicine Program as provided for in 5 USC Chapter 79 and other applicable laws, rules and regulations.

2. An employee's medical record may be disclosed without their consent in accordance with DoD 5400.11-R C4.2, as long as the individual requesting access has an official need for the record, articulates in detail why the records are required, the intended use of the record relates to the subject matter for which it is maintained, and only the minimal amount of information required is disclosed. The entire record is not released if only a part of the record will suffice. A requestor's rank, position, or title alone does not authorize access to personal information about others, including their medical record.

3. The Agency shall host "Health Benefits Seminars" in support of the annual benefits open season period. During these seminars, the Agency will request representatives from major insurance providers will be made available to provide employees information regarding their benefit plans. Dates and locations will be determined by the Agency to include online options. Employees will be made aware of these seminars as far in advance as possible and will be allowed excused absence to attend. The Union will also be notified thirty (30) days in advance.

Section 11.3 - Safety and Protective Clothing/Equipment

1. The Agency agrees to provide all appropriate safety equipment and protective clothing to employees to facilitate the performance of their assigned duties.

2. An employee who, after evaluation from an optometrist, is required to wear prescription eyeglasses and is required to wear these eyeglasses in order to safely accomplish their assigned duties or is required to access areas where safety glasses or goggles are required to be worn, may provide their prescription to the Agency who shall then provide the employee with one pair of

prescription safety glasses or goggles at no personal expense to the employee, but not to exceed the amount allotted by the Agency. Employees will be responsible for paying any amount which exceeds the allowance provided by the Agency.

3. Employees will be issued protective footwear, and replacement for fair wear and tear of such, that conforms to OSHA standards as outlined by applicable laws.

4. The Agency shall provide employees an adequate supply of work coveralls to wear as protective clothing. The cost for maintenance and care of the coveralls shall be borne by the Agency. Specifically:

> a. All maintenance technicians will be provided three (3) 100% cotton coveralls and two (2) insulated coveralls to include cleaning and repair or replacement as necessary of such coveralls, through an ongoing third-party contract with a vendor dedicated to providing such services (e.g., Cintas, Aramark, or other similar company). Notwithstanding a lack of appropriations dues to a government shutdown, if the contract lapses for any other reason, the Agency shall take immediate action to renew or secure a contract with a different service provider as soon as possible, but no later than thirty (30) days from the date of contract expiration. If a new contract cannot be secured within the time specified herein, the Agency shall secure the services of a third-party vendor on a temporary basis using whatever lawful fiscal discretion is available and necessary to expend funds and prevent a situation where employees do not have access to the necessary protective clothing required by this section.
>
> b. A violation of this provision will allow the Union to file a grievance IAW Section 12.7, Step 2, the Adjutant General Review, in order to compel the Agency to act.
>
> c. The Agency shall ensure that its maintenance coverall program complies with the provisions of this section no later than thirty (30) days after approval of this Agreement by DCPAS. In lieu of a cleaning contract, the Agency may opt to install industrial washer and dryer facilities at individual worksite so that employees can clean their protective coveralls, as well as any other soiled or contaminated personal or uniform items, during duty hours.

5. Due to health hazards posed while working in extreme hot temperatures, employees may not be required to wear excess layers of clothing underneath maintenance coveralls issued under paragraph 4 (above), to include military uniforms (reference Section 10.1).

6. In addition to the protective clothing required under paragraph 4 (above), The Agency agrees to provide employees clothing items as required to work in inclement weather conditions IAW CTA requirements and authorizations. The items will be made part of the employee's issued property record and shall be replaced on a fair wear and tear basis, or when it becomes unserviceable while performing normal duties. Employees will be responsible for the maintenance and safekeeping of these items and will be responsible for replacement or payment of items that become lost or damaged due to employee negligence.

Section 11.4 - Procedure for Unsafe/Hazardous Assignments and Conditions

1. The Agency will give full consideration to the need to adhere to established safety directives in the assignment of work, and shall consider the safety factors that address time, duration, frequency of exposure, and the wearing of additional personal protective equipment before directing any employee to perform function-specific tasks. Function-specific tasks may include, but are not limited to, welders, painters, radiation protection personnel, calibration personnel, auto rebuild employees, etc. These tasks shall comply with applicable OSHA standards.

2. Should an employee observe or reasonably believe a work assignment is unsafe or involves a potential hazard to their health, the employee should immediately report the circumstances to the Agency. This includes work assignments inside or outside the scope of their position description for which they have yet to receive training.

3. Any person may report an unsafe or hazardous condition, or one that places an employee in imminent danger.

4. Upon receiving such a report, the Agency will insure the work is being performed IAW the proper procedures and safety directives or, in the case of imminent danger, cease the work process until the appropriate safety procedures and directives are implemented in order to prevent injury or death of employees, and damage to property.

5. When an employee is assigned a task or duty for which they are not currently trained or qualified to perform, or which requires a specific license or registration which they either currently do not possess or is expired, the Agency must ensure that the employee receives the appropriate training, license or registration prior to carrying out these duties. Any protective equipment normally required during the course of accomplishing said duties must be provided at the time the employee is required to accomplish the task.

6. Employees may decline to perform an assigned task due to the risk of imminent death or serious bodily harm until those risks are mitigated through appropriate safety precautions. Once the Agency determines that the safety risk has been mitigated, the employee has to return to work. This includes situations where two persons are required in order to safely accomplish the task, when required personal protective equipment is not available, and/or when the employee is not qualified to accomplish the task.

Section 11.5- Employees Free from Reprisals

1. Employees who file a safety complaint or who request OSHA to inspect a facility, and employees who decline to perform a task under the provisions of Section 11.4 (above), shall be free from reprisals, harassment or unwarranted disciplinary action. Disciplining an employee who refuses to return to work after the Agency determines that it is safe to do so, does not constitute reprisal, harassment or unwarranted disciplinary action.

Section 11.6 - Clothing Change during Duty Hours

1. When clothing being worn by an employee has become contaminated with hazardous materials the Agency shall take the appropriate steps to respond based on the type of the contaminant.

2. Employees should normally maintain an additional set of work uniforms in their personal locker in case their primary set of work clothes becomes contaminated. In some instances, it may be necessary to direct or allow an employee to return to their residence, change clothing, and return to the worksite within a reasonable amount of time; however, the contaminated items shall not be removed from the worksite.

Section 11.7 – Worker's Compensation Entitlements

1. It is the Agency's responsibility to advise, orient and assist employees regarding entitlement of medical and loss-of-pay benefits under the Federal Employee's Compensation Act (FECA) for injuries or illnesses that are job related.

2. It is the employee's responsibility to report any injury or illness that he/she feels may be job related to the supervisor immediately after the occurrence. Employees have a right to seek Union representation concerning workplace injuries and any subsequent claims under this Section. It is also the employee's responsibility to cooperate with required documents for payment, physical restrictions and follow up.

3. When an employee is incapacitated on the job and unable to notify the supervisor of injury or illness, it shall be the Agency's responsibility to initiate the required procedures as soon as they are aware an incident has occurred.

4. Employees absent from work due to a work-related injury or illness shall keep the Agency informed of their condition and prognosis on a regular and recurring basis and shall make themselves available for contact and possible follow-up evaluations as required by the Agency. The Agency reserves the right to obtain additional medical information or follow-up opinions, as needed, from an employee's physician or physicians selected by the Department of Labor. The Agency shall secure authorization from the employee to obtain medical records.

5. When a treating physician indicates that an employee is physically able to return to work, including light duty work, the employee is required to notify the Agency immediately. If such work is available, the employee will be notified to report for duty as early as the workday following the physician's determination. The Occupational Health Manger will determine evidenced-based work restrictions and/or accommodations that will be implemented when an employee is medically able to return to work in either a full or modified capacity. An employee that fails to notify the Agency of their ability to return to work, or who refuses to return to work when ordered, could receive overpayment of worker's compensation benefits and/or be considered AWOL.

Section 11.8 - Labor Representative Accompany Inspection Team

1. The Agency shall notify the Union of any worksite safety inspection being conducted due to an accident or as a result of a reported unsafe condition as it applies to bargaining unit employees.

2. Upon request and to the extent that it does not delay an inspection, a Union representative will be permitted to accompany any workplace safety or occupational health inspection teams during an evaluation of their unit/facility. Upon request, the Agency will provide a copy of any report generated as a result of such an inspection.

Section 11.9 - Occupational Health and Safety Training

1. The Agency recognizes the need for specific and updated training regarding Occupational Health and Safety to assure employee safety and a minimum loss of man-hours due to preventable injuries.

2. When management determines that training is needed in order for employees to be able to accomplish their assigned duties (e.g., Basic First-Aid Instruction, Cardio-Pulmonary Resuscitation (CPR) instruction, and Automated External Defibrillator (AED)), such training will be provided to employees at no cost and during regular duty hours. Each person who successfully completes a recognized course will receive a certification card (if applicable).

Section 11.10 – Make Ready, Tool Turn-In, and Clean-Up Time

1. A reasonable amount of time, not to exceed twenty (20) minutes, at the beginning and at the end of the work shift will be allowed for employees to prepare personal and/or work area clean-up, and tool or equipment turn-in as necessary.

2. This will not prevent the Agency from assigning work as necessary.

Section 11.11 – Office Environment

1. For those employees whose position description requires them to complete the majority of their work within an office environment, the Agency will provide, upon employee request and within budget constraints, office accommodations and equipment which reduce or eliminate the risk of prolong sitting and staring at computer video monitors. These items include, but are not limited to, eye and posture protective devices such as screen covers, ergonomic keyboards, mice, chairs, and desks to those employees who do a substantial amount of computer terminal work.

Section 11.12 – Other Programs

1. Accommodations for nursing mothers will be provided IAW Federal law and regulation.

Section 11.13 – Safety Committees

1. The Union may appoint two (2) representatives, one primary and one alternate representative to serve on the Agency Safety Committee. The purpose of this Committee is to assist and advise the Agency, in accordance with applicable safety directives, on matters affecting Occupational Health and Safety. The Committee will normally meet at least quarterly.

2. Local Safety Committees may be established at lower organizational levels, such as individual worksites. When Local Safety Committees are formed, the Union may appoint at least one representative from within the covered area to serve as a committee member. The names of individuals serving on Local Safety Committees will be published and posted on bulletin boards located within the committee's area of responsibility.

Section 11.14 – Maintenance, Remodeling, or Construction at Agency Facilities

1. Except in cases when the Agency in good faith cannot provide timely notification, whenever the Agency plans to conduct any type of maintenance, remodeling, or construction activity at a facility where employees are assigned, they shall provide the Union and each employee affected with a minimum thirty (30) day notice of the pending activity to include the type of duration of the work to be performed, the potential hazards that will be present to employees, and the steps the Agency will take to mitigate any harm or exposure to employee from being exposed to the planned work. The Agency may not conduct any work or activity of the type listed below unless it complies with the notice requirements of this section.

2. This includes, but is not limited to:

a. Regular/recurring maintenance such as pest control and other work that requires the spraying or application of liquid chemicals or traps containing solid poisons that is potentially hazardous to employees;

b. Minor remodeling work such as painting, scrapping, or minor demolition that has the potential to create hazardous dust, especially asbestos and mold, or danger areas from exposure to utilities such as water, gas, and electrical service lines or materials such as sheetrock or rebar, etc.; and,

c. Major construction that may have the potential for serious bodily injury.

3. A violation of this section will allow the Union to file a grievance IAW Section 12.7, Step 2, the Adjutant General Review, in order to compel the Agency to act.

ARTICLE 12
GRIEVANCE & ARBITRATION

Section 12.1 – Common Goal

1. The Parties recognize the importance of settling disagreements and disputes promptly and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management.

2. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

Section 12.2 – Scope

1. IAW 5 USC §7121, the Parties agree that this negotiated procedure will be the exclusive method of grievance resolution within the bargaining unit concerning employment matters. Except as provided in this section, any matter of concern or dissatisfaction to an employee, which is subject to the control of the Agency and is related to conditions of employment of bargaining unit employees, can be grieved through this procedure.

2. The matters below may not be grieved under this procedure:

a. Retirement, life insurance, or health insurance;

b. Any claimed violation of the Hatch Act relating to prohibited political;

c. A suspension or removal for National Security reasons under 5 USC § 7532;

d. Any examination, certification, or appointment;

e. The classification of any position that does not result in the reduction in grade or pay of an employee, to include the substance of the elements of an employee's position description;

f. An adverse action under 5 USC Chapter 75 involving discharge from employment, suspension, or change to lower grade or compensation otherwise covered by other appeal processes;

g. Actions specifically excluded under the Merit Placement Plan;

h. Actions for which an appealable decision has yet to be rendered by the Agency;

i. The substance and the contents of a performance plan that was agreed to by an employee;

j. The assignment of ratings of record;

k. The award of any form of incentive pay, including cash awards; quality step increases; or recruitment, retention or relocation payments; and,

l. Any issue previously decided in an earlier grievance brought by the employee, when either a final decision was rendered by TAG or the complainant failed to meet time limits.

3. The following topics may be addressed through the grievance procedure or the appropriate administrative procedure, but not both:

a. EEO complaints of discrimination;

b. Prohibited personnel practices IAW 5 USC § 2302;

c. Unacceptable performance matters under 5 USC § 4303;

d. Reductions in force or furlough without pay based on workforce management; and,

e. Actions covered under the Whistleblower Protection Act

Section 12.3 – Application

1. A grievance may be undertaken by the Union, by the Agency, or by an employee or group of employees. Only the Union or a representative approved by the Union may represent employees in such grievances. However, an employee may present a grievance without representation by the Union provided that the Union will be permitted to attend all formal discussions during the grievance process.

2. The Agency may only settle a grievance with an employee who does not have Union representation with concurrence of the Union in matters involving conditions of employment or covered by this Agreement.

3. In exercising their rights to present a grievance, employees and their representatives will be unimpeded and free from restraint, coercion, discrimination, or reprisal.

Section 12.4 – Procedure

1. All documentation and attachments must be forwarded at each step to the Labor Relations Office (LRO) and from one level to another, so all participants will have better knowledge of the facts and representations of the Parties.

2. Except for claims of a continuing violation, to be considered timely, a grievance must be submitted to the Agency no later than fifteen (15) days after the occurrence of a grievable matter or incident, or no later than fifteen (15) days after the aggrieved party became aware of a grievable matter or incident.

3. Most misunderstandings, complaints or grievances should be settled in an informal manner

indicated in the first two of the following steps:

a. Step 1: The complaint or grievance will be made in writing, using Appendix C, to the first level Agency representative with the authority to resolve the issue (or the State Representative if the grievance is filed by the Agency against the Union) and then informally discussed at that level within fifteen (15) days after the incident or action occurs or from the time the complaining party could have reasonably been expected to become aware of the incident or action that generated the grievance. A written decision will be provided within fifteen (15) days after receipt.

b. Step 2: If a satisfactory settlement is not reached at Step 1, the grievance will be submitted to the second level Agency representative with the authority to resolve the issue (generally the Directorate level for the Agency or the Business Manager if the grievance is filed by the Agency against the Union) no later than fifteen (15) days after receiving a written decision at Step 1. That representative will investigate the complaint and may have an informal conference with the parties involved. A decision will be provided in writing no later than fifteen (15) days after receipt of the grievance. If the grievance was filed by the Agency against the Union, then this concludes the complaint procedure and allows the Agency to invoke arbitration IAW Section 12.9.

c. Step 3: Adjutant General Review

(1) If the aggrieved party is dissatisfied with the decision reached at Step 2, then the grievance may be submitted to the Adjutant General not later than fifteen (15) days after conclusion of Step 2. The timeline for resolution begins upon notice being served.

(2) The Adjutant General, or their designated representative, shall take appropriate action to review the complaint file, to include meeting with the aggrieved party, and render a final Agency decision no later than thirty (30) days after receipt of the grievance.

(3) Failure to reach resolution within thirty (30) days after notice is served will allow the grievant to proceed to arbitration. However, only the Union may invoke arbitration on behalf of an employee.

Section 12.5 – Submission

1. All grievances submitted IAW Section 12.4 (above) shall be submitted through the LRO sing the grievance form in Appendix C, and will contain the following:

a. A statement of the grievance with reference to what law, regulation, and section of this Agreement has been violated;

b. A statement as to the remedial action or relief sought;

c. A statement of reason(s), together with the supporting evidence, explaining why the aggrieved Party believes the remedy should be granted; and,

d. The name of the designated representative if one has been designated.

Section 12.6 – Withdrawing of Grievances

1. Grievances will be terminated for the following reasons:

a. At the request of the charging Party; or,

b. If the grievant is an employee, upon termination or death of the employee unless the personal relief sought may be granted regardless of employment status.

Section 12.7 – Alternative Dispute Resolution (ADR)

1. If the Parties fail to settle a grievance processed under the negotiated procedure above, either Party may make a written request for ADR. A request for ADR must be submitted to the other Party within seven (7) days of a final decision issued IAW Section 12.4 and will include a copy of the requesting Party's ADR submittal to the Federal Mediation and Conciliation Service (FMCS). ADR may be used before Arbitration is invoked IAW Section 12.9 if both parties mutually agree to ADR. Mediation is usually the preferred method of ADR.

a. The mediation process involves the use of a neutral who will attempt to help the Parties settle the issue in a mutually satisfactory way. Mediation is an informal fact-finding process. Rules of evidence and examination of witnesses will not be used. All participants will be encouraged to offer information freely, as no record of the proceedings will be made.

b. Mediation sessions shall be held during the regular day shift hours of the basic workweek (Monday through Friday) in facilities provided by the Agency.

Section 12.8 – Time Limits

1. Time limits in this Article may be extended by mutual consent.

2. A respondent's failure to observe time limits shall entitle the grievant to advance the complaint to the next step. A complainant's failure to observe the time limits will result in the grievance being cancelled.

Section 12.9 – Arbitration

1. Arbitration will be used to settle unresolved grievances arising under this article. Arbitration may only be invoked by the Agency or the Union. The request for a list of Arbitrators (no more than 7) must be submitted by the Party invoking arbitration to the Federal Mediation and Conciliation Service (FMCS) within thirty (30) days of the date of final decision or ten (10) days after unsuccessful ADR. The Party requesting arbitration will advise the other party of this intent concurrent with the request to FMCS.

2. Within ten (10) days of receiving the list, the Parties will confer to strike names via email, telephone, or in person. The Parties will alternately strike a name from the list until only one (1) name remains. The Party requesting arbitration will strike the first name. The individual's name remaining will be selected to hear the grievance. Failure of the requesting Party to initiate or participate in the selection process within ten (10) days of receiving the list will result in the arbitration being cancelled. If the responding Party fails or refuses to participate in the selection process, the arbitration action will proceed with the requesting Party accomplishing the selection.

3. Within (10) days of selecting an Arbitrator, the Parties will confer with the Arbitrator via email, telephone, or in person to identify hearing dates that are mutually acceptable to all concerned. Once an Arbitrator is selected IAW paragraph 2 (above), if either Party deliberately fails or refuses to participate in the scheduling of the hearing and/or deliberately fails or refuses to appear before the Arbitrator after a hearing date has been agreed to, then the Arbitrator shall deem the absent Party as the loser Party and issue a default judgement in favor of the other, to include granting the remedy requested if said remedy is not contrary to Federal law, this Agreement, or applicable Agency regulations or policies.

4. The Party invoking arbitration may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the Arbitrator. In such case, any accrued Arbitrator and/or recorder fees and expenses (if any) will be borne by the party invoking arbitration. However, if the withdrawal of the grievance is based on the Agency and the Union entering into a settlement agreement and agreeing to settle the grievance prior to a final award by the Arbitrator, the Arbitrator's fees and expenses (if any) will be divided equally between the Employer and the Union.

5. The arbitration hearing or inquiry shall be held during the regular day shift work hours of the basic workweek. The arbitration hearing will be held at a mutually agreed upon location capable of holding a hearing, as determined by the Arbitrator. The grievant and any employee witnesses necessary to the proceedings, who are otherwise in a duty status, shall be excused from duty without loss of pay or charge to annual leave to participate as required in the arbitration hearing. Employees whose attendance at a hearing or inquiry conflicts with their scheduled tour of duty will be allowed to adjust their tour for the day(s) on which their presence is necessary at the hearing or inquiry. Compensation will be limited to their regularly scheduled duty time, no premium pay or any form of compensatory time is authorized. Witnesses or subject matter experts, directed by the Agency to participate in arbitration hearings and/or requiring travel, will be compensated/reimbursed for travel expenses in accordance with the Joint Travel Regulation.

6. The Arbitrator will have the authority to interpret and define the explicit terms of this Agreement, Agency policy, etc., as necessary to render a decision. The Arbitrator shall also have the authority to resolve any question of arbitrability. However, the Arbitrator shall have no authority to add to or otherwise modify the terms of this Agreement or DoD, DA, NGB, or ILNG policy.

7. The Parties will request that the Arbitrator will render a decision no later than thirty (30) days after the conclusion of the hearings. The date which appears on the award shall be the date the award is mailed. Within fifteen (15) days after receipt of the Arbitrator's decision, the Parties to

the arbitration will notify one another in writing of their intent to file an exception with the FLRA. An exception to the Arbitrator's decision must be filed within thirty (30) days from the date the award is served on the Parties. It is understood that if no exception to an award is filed during this thirty (30) day period, the award shall be final and binding, effective on the thirty-first (31st) day.

8. The Parties agree questions regarding the interpretation or application of arbitration awards shall be returned to the Arbitrator for clarification if requested by either Party.

9. The Parties agree that either may choose to make their own written or typed notes of the arbitration. Employer or Union Audio recordings are prohibited.

Section 12.10 – Arbitration Expenses

1. The cost of an Arbitrator shall be borne by the losing Party. Any dispute as to who the 'losing Party' is shall be decided by the Arbitrator. In the event there is no clear winner or loser, the Arbitrator shall decide the percentage paid by each Party.

2. The Agency shall initially bear the cost charged by the Arbitrator to hear a case, to include the Arbitrator's travel expenses. Should the Agency prevail, a detailed invoice shall be submitted to the Union within (30) days of the Arbitrator's decision detailing costs paid directly to the Arbitrator and for his/her travel expenses. Barring an exception to the FLRA or appeal to the Federal Circuit, the Union shall reimburse the Agency for charges billed under this section.

3. The Party requesting arbitration (charging Party) may withdraw their request at any time prior to the actual hearing. However, they will be responsible for any costs incurred to the Arbitrator as a result of requesting and subsequently cancelling the arbitration.

4. If a court reporter is requested by the Arbitrator, the cost shall be borne equally by the Parties regardless of which Party prevails, and the transcripts shall be available to both Parties. However, if a court reporter is secured for the exclusive use of one Party, the cost shall be borne by the requesting Party alone, unless the other Party subsequently desires to receive a copy of the transcript; in that case, they will be required to pay 50% of all costs incurred in the preparation of such transcript.

5. Unless other arrangements are made and agreed to by the Parties, the Arbitrator may award any and all travel costs or penalties incurred by one Party due to a rescheduling, postponement, or cancellation of arbitration by the other Party. This includes any penalties resulting from the cancellation of non-refundable airline/train/bus fares, hotel/conference room deposits, or other financial penalties imposed by travel and/or lodging providers.

ARTICLE 13
EMPLOYEE CONDUCT

Section 13.1 – General

1. Disciplinary and adverse actions shall be processed IAW Federal law/regulation, this Agreement, and applicable Agency regulation.

2. This Article applies to matters of conduct only; actions that relate to job performance will be accomplished IAW Article 22 (Performance Standards and Evaluations).

3. Employees are expected to behave appropriately and follow all applicable rules and regulations.

4. The Agency shall determine when disciplinary action is warranted. Such actions will be administered in a timely manner. The initiation of a disciplinary action against an employee should not be unreasonably delayed.

5. When the processing of a disciplinary action will be delayed beyond six (6) months, the employee and/or their representative will be notified stating the reason for the delay and the anticipated disposition of the case.

6. Letters of Reprimand (LOR's) and all adverse actions must be coordinated through the LRO prior to being issued to the employee. Actions not coordinated through the LRO shall not be considered official.

Section 13.2 – Investigation, Examination and Representation

l. An employee has a right to request Union representation during any examination or questioning by a representative of the Agency in connection with an investigation if the employee:

a. Reasonably believes that the examination may result in disciplinary action; and,

b. Makes a clear request to exercise this right.

2. When an employee requests representation, further questioning of that employee shall be delayed for a reasonable period of time while the employee secures representation, however, that period may not delay the Agency's investigation. The representative shall be appointed by the Union and may participate either in person or via teleconference IAW Section 5.4(6). In addition, to the option listed management may also forego having the meeting or give the employee the option (in writing appendix A) of having the meeting without a union representative.

3. Prior to questioning, and regardless of whether the employee is represented by the Union:

a. For administrative investigations, the employee should be advised that they are compelled to provide truthful responses to questions raised during an administrative investigation and cannot refuse to answer questions. They will also be advised of the following:

1. The name, rank/grade, employment agency, and position/title of the person that authorized the investigation;

2. Whether the employee is a witness or respondent (subject of) the investigation; and,

3. If the Agency is willing to provide the employee immunity in exchange for cooperation, the employee will be provided with a Garrity or Kalkines warning.

b. For criminal investigations, the employee will be advised by the investigator of their right to remain silent. Their choice not to answer question will not be held against them.

4. Consistent with its rights under 5 USC § 7106(a)(1), the Agency has the right to record (i.e., voice, video, or both) employee interviews conducted by its representatives during the course of a bona fide investigation. However, the Agency must notify the employee that their interview is being recorded prior to activating the recording device and must provide the employee or their representative with a copy of the recording and a transcript for their review no later than thirty (30) days after the interview or as part evidence released IAW Section 13.5(2), whichever comes first.

Section 13.3 – Non-disciplinary and Disciplinary Actions

1. Counseling and warning sessions are informal meetings that supervisors can use to make employees aware of possible misconduct. The informal meetings should be documented (date, subject, and employee's acknowledgement) in the Supervisor's Employee Brief (or equivalent) and will remain for a minimum of six (6) months, but no longer than twelve (12) months, as long as there are no continuing or reoccurring conduct problems.

2. Entries made without the employee's knowledge or acknowledgement are not considered valid and may not be referenced as a prior offense in conjunction with a disciplinary action. When a supervisor documents misconduct in the Supervisor's Employee Brief:

a. The employee shall be notified by the supervisor that an entry was made by the end of the following duty day.

b. The employee shall be given the opportunity to discuss the matter with the supervisor, and will initial and date the entry, either on paper or electronically. The employee's initials will signify knowledge of the entry, but not necessarily concurrence. The employee will also be given the opportunity to attach a written rebuttal to the entry within five (5) days. Refusal to acknowledge shall not necessarily invalidate an entry.

3. An LOR is a more formal means of making an employee aware that their conduct is unacceptable. When conduct warrants an LOR, and the violation relates to a continuing problem, a summary of past violations and attempts to correct those violations will be included. The employee will be informed they may review the material relied upon to support the reprimand. An LOR may remain in an employee's record for a period of one (1) to three (3) years, depending on the severity of the infraction.

4. A suspension of fourteen (14) days or less is an administrative action which denies the employee compensation on a temporary basis and adverse action procedures should be followed IAW applicable laws, rules, and regulations.

Section 13.4 – Adverse Action

1. An Adverse Action (suspension of fifteen (15) days or more, removal, or change to a lower grade) is an administrative action which denies the employee compensation on a temporary or permanent basis. An employee will be allowed a minimum of fifteen (15) days following receipt of the proposed adverse action notice to provide a reply. This timeline may be extended upon request by the employee and/or their representative if there's justification that more time is needed in order to furnish an adequate response. When a request for extension is denied, the Agency shall provide a written explanation.

2. During a proposed adverse action the employee may remain in a duty status pending the Original Decision. The Agency may determine that an employee awaiting discipline should not be present at the worksite because it may adversely impact the mission, cause a safety concern, or unduly disrupt the work area. In that case, the Agency may detail the employee to an alternate worksite within their commuting area or place the employee in a non-duty pay status for all or part of the time it takes to process the Original Decision.

3. The Agency will inform the employee of their appeal options at the time the Original Decision is rendered.

Section 13.5 – Other Considerations

1. When the action being proposed is due to an employee's local access to classified information being suspended pending DoD Combined Adjudications Facility (CAF) review, the Agency shall provide the employee or their representative with:

a. Written notice that their local access has been suspended pending CAF review, and the rationale for the suspension;

b. Information about due process and incident report procedures;

c. Written copy of the commander's recommendation to the CAF as to whether they believe the employee should or should not retain their national security eligibility pending investigation; and,

d. Information on the process for appealing a negative security determination.

2. Last Chance Agreements shall be subject to review and approval by the Union after the employee has agreed to the terms.

ARTICLE 14
FURLOUGH AND OTHER WORK FORCE MANAGEMENT

Section 14.1 – General Guidelines

1. Furloughs of thirty (30) days or less will be conducted IAW DoD, NGB, and Agency regulations.

2. Furloughs in excess of 30 calendar days (22 workdays) are considered reductions-in-force (RIF) and will be conducted IAW this Agreement, 5 CFR Part 351, and 32 USC 709.

3. The Agency shall notify the Union as early as possible of a potential furlough or RIF and shall be included in the planning and implementation team and/or committee assigned oversight of the process.

4. Furlough notices will include:

a. The reason for the furlough and the intent to return employees to work as soon as possible;

b. The estimated length of the furlough (a furlough period can be for 30 consecutive calendar days or 22 nonconsecutive workdays; e.g., 1 day per week for 22 weeks); and

c. Inform the employee of benefits that may be affected (e.g., how to continue insurance coverage) or available during the furlough (e.g., State unemployment).

5. The implementation of Agency initiated furloughs shall be negotiated in accordance with Article 6.

Section 14.2 – Furloughs of 30 Days or Less (22 Workdays)

1. Furloughs of thirty (30) days or less, particularly furloughs based on an emergency furlough requiring immediate curtailment of the Agency's activities where a twenty-four (24) hour notice is not possible, to include an absence of appropriations by Congress, the following procedures will be followed:

a. Employees will be notified as far as possible in advance of such furlough. If employees are on leave or TDY, they will be notified, when possible, prior to the beginning of their shift of the day of the required action.

b. Whenever possible, employees will be notified prior to the beginning of their shift on the day they are required to return to work unless a specific amount of days is included in the furlough notice.

2. For furloughs of thirty (30) days or less, the Agency will identify, by position, mission-essential employees. Mission-essential employees are those who are deemed by the Agency (i.e.,

the ILNG or higher authority such as DoD) to support mission essential or excepted functions. Immediately upon initiating a furlough, Management shall provide the Union, in writing:

a. The expected duration of the furlough.

b. The criteria used to determine whether an employee is mission essential or non-mission essential.

c. The designated point-of-contact for the furlough review committee.

3. Employees identified as 'non-mission-essential' will be issued a notice to that effect for anticipated (or required) furloughs of thirty (30) days or less.

Section 14.3 – Reorganization, Realignment, and Reduction in Force (RIF)

1. Any changes to the Agency's civilian work force as a result of a reorganization, realignment, or a reduction in force (RIF) shall be accomplished IAW this Agreement, 5 CFR Part 351, and 32 USC § 709. This includes any action, regardless of whether voluntary or involuntary, that seeks to eliminate an employee's incumbent position in favor of a different duty status (i.e., from civilian to active duty under either Title 10 or Title 32).

2. Whenever the Agency is planning an action under this section, the procedures in Section 6.2 will be followed. The Agency may not initiate or publicize an action under this section without submitting to the process outlined in Section 6.2.

3. Unless otherwise required by law, regulation, or Executive Order, the Agency will provide a minimum of one-hundred and twenty (120) days' notice in a pay status to employees who will be separated as a result of a RIF. The 120 days' notice period may be shortened in the event the RIF occurs as a result of unforeseen circumstances

4. An employee who is separated because of RIF will be placed on the reemployment priority list and will be offered a temporary or permanent position if available and for which the employee is qualified.

ARTICLE 15
MERIT PLACEMENT

Section 15.1 - General Provisions

l. The purpose of the Merit Placement Program is to ensure maximum opportunity for on-board employees to further their careers and to provide for fair and impartial consideration for promotion within statutory and regulatory limitations. Merit Placement actions shall conform to 5 CFR Part 335 and 32 USC § 709.

2. The Agency agrees to ensure equitable and consistent practices in carrying out the merit procedures, and to make selections from properly ranked and certified list of candidates. The Agency agrees to ensure consistent practices in carrying out the merit procedures, and to make selections from properly ranked and certified list of candidates. The Parties further agree to negotiate a Merit Placement Plan (MPP).

ARTICLES 16
ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY (EDP & HDP)

Section 16.1 – Reduction of Hazardous Working Conditions

1. The Agency has as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusually severe nature.

2. When an Agency's action does not overcome the unusually severe nature of the hazards, physical hardships, or working conditions, an environmental differential determination may be authorized.

3. Current conditions will always be considered in the assignment of duties.

4. When anyone identifies a condition that may warrant coverage under appropriate categories of Environmental Differential Pay (EDP) or Hazardous Duty Pay (HDP) they may initiate an EDP/HDP Situation Request IAW the applicable Agency Regulation.

5. Administration of this Plan will be IAW all applicable laws, rules and regulations.

6. No later than thirty (30) days after approval of this Agreement by DCPAS, the Agency will establish an EDP/HDP Committee which will meet on an annual basis. The purpose of the Committee will be to conduct a review of the State EDP/HDP Plan, to receive and consider recommendations for adding new or cancelling current EDP/HDP situations/determinations, and to review the annual expenditures for EDP/HDP. The Union will have up to four (4) representatives on the committee:

a. State Representative;

b. Surface Maintenance Representative;

c. Aviation Representative; and

d. SME (as needed).

7. When a new EDP/HDP situation is approved, an employee who has been required to work under the newly approved conditions may be eligible for retroactive pay. Retroactive payment will be accomplished IAW 5 USC § 5596.

Section 16.2 – Hazardous Conditions

l. The Parties agree that certain hazardous weather conditions (lightning, flooding, extreme heat, extreme cold, etc.) can create or contribute to unsafe work conditions. The Parties further agree to monitor conditions, provide applicable specific training, and to work together to prevent unsafe actions and situations.

2. Safety standards for hazardous weather conditions will be done IAW applicable safety regulations.

3. The Agency will provide access to the laws, regulations, and instructions applicable to this article.

4. IAW Section 11.3, the Agency agrees to provide employees required to work in inclement weather conditions the appropriate clothing for the weather conditions present at their worksite, or for conditions that they might be exposed to as a result of their assigned duties.

5. In recognition of the adverse effects of extreme temperatures and weather conditions upon employees, the Agency agrees to the following:

a. When employees are required to perform duties outside, in unsheltered conditions, and temperatures are below 0^{o} F (including wind chill factor) or above 100^{o} F, work/rest cycles will be established to ensure the safety of employees, to include having adequate breaks in-shelter to reduce the chances of injury. Supervisors will also ensure that employees working in extreme cold have adequate cold-weather gear and heat, and that those working in extreme heat have proper access to water and shade.

b. When employees are required to perform duties in sheltered conditions (e.g., maintenance bays and hangars), and temperatures are below 50^{o} F (including wind chill factor) or above 95^{o} F, work/rest cycles will be established to ensure the safety of employees, to include having adequate breaks in-shelter to reduce the chances of injury. Supervisors will also ensure that employees working in extreme cold have adequate cold-weather gear and heat, and that those working in extreme heat have proper access to fans, water, and shade.

c. Employees working indoors (i.e., office environment) will be provided a climate-controlled environment, and will not be exposed to temperatures below 60^{o} F or above 85^{o} F. When heating or air conditioning equipment malfunctions or is inoperable due to a power failure, and the failure has/is expected to last more than sixty (60) minutes, the Agency will implement a work/rest cycle, temporarily move employees to an alternate location that provides adequate cooling or heating, or employees shall be administratively dismissed IAW Section 9.7 until the Agency makes the necessary repairs to its facilities.

d. When lightning is observed or reported to be within seven (7) miles of a work facility, employees will be allowed to take shelter indoors and will not be required to continue outdoor operations for a minimum of ten (10) minutes after lightning was last observed or reported within the stated seven (7) mile radius.

Section 16.3 – Environmental Differential Pays (EDP) / Hazardous Duty Pays (HDP)

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

2. No later than 30 days after approval of this Agreement by DCPAS, the Agency will provide the Union with a list of all currently approved EDP/HDP situations/determinations, the affected work sites, and the names of employees covered by the approved EDP/HDP. The Agency will also post the approved list of EDP/HDP at each affected worksite so that employees are aware of any additional compensation they may be entitled to as a resulting from the requirements of this article.

ARTICLE 17
POSITION DESCRIPTIONS AND ASSIGNED DUTIES

Section 17.1 – Employee Awareness of Assigned Duties

1. A position description (PD) describes, for purposes of pay and classification, the major duties, responsibilities, and supervisory relationships for a given position as required by the mission. PD's do not list every duty or task an employee may be assigned, but reflects those duties which are pay plan, series, and grade-controlling. Each employee's PD will be maintained in the Supervisor's Work folder, or its equivalent.

2. A supervisor in coordination with the employee is responsible for ensuring that the duties and responsibilities of the current PD accurately reflect the work being performed by the employee. Supervisors will review the PD with the employee on an annual basis, usually in conjunction with their performance appraisal, or as requested by the employee. New-hire employees will be provided a current copy of their PD.

3. Employees concerned that they could be performing duties outside the scope of their position description (either higher or lower graded duties) may request a desk audit of their position through their supervisor. Employees concerned that their position is not classified correctly may request a classification appeal.

4. When a PD is determined to be inaccurate, is changed or updated the supervisor will coordinate with HRO-Classification to determine whether the PD will require pen and ink changes, position review, or a new PD. If a pen and ink change is needed, it must be approved by NGB/TN Branch before implementation. When a PD is changed, the supervisor will take into consideration any new duties for which the employee is not already qualified when conducting evaluations.

5. A supervisor will immediately notify an employee of any changes to their PD. They will also provide a copy of the changes to the employee and will review the changes with the employee.

6. The Agency will continually monitor Position Description Release notices (a.k.a., CRA's) by NGB that communicate the update, replacement, and/or abolishment of PD's to ensure that employees have the most current version of their assigned duties, especially as it relates to pay and classification.

7. When the Agency receives notice from NGB that a CRA which modifies an employee's PD and/or pay, series, and grade has been released, the Agency will notify the Union and provides a copy of that CRA and all documents that accompany the release within thirty (30) days of receiving notice. The Agency will follow the procedures in Section 6.2 to ensure that the changes outlined in the CRA are implemented within the validation window specified in all NGB CRA's, usually one-hundred and twenty (120) days. Failure to observe the timelines specified in this paragraph shall permit the Union to file a grievance IAW Section 12.7, Step 2, the Adjutant General Review.

Section 17.2 – Details and Other Duties as Assigned

1. A detail is the temporary assignment of an employee to a different position for a specified period, with the employee returning to regular duties at the end of the detail.

2. Prior to placing an employee on a temporary detail, a request will be submitted to HRO-Staffing using Standard Form (SF) 52, to include position title, and the start and end date of the detail. HRO-Classification will evaluate the assignment to ensure compliance with Agency regulations and this Agreement and the supervisor will be notified whether the detail is approved or disapproved. If approved, the action will be recorded in the employee's electronic official personnel folder (eOPF).

3. The Agency may require an employee to perform 'other duties as assigned.' The phrase or term 'other duties as assigned' as used in a PD simply establishes the principle that assignment of duties to employees is not limited to the duties specifically described in the PD; however, 'other duties as assigned' shall not be used as the basis for the assignment of duties unrelated to the principal duties of an employee's position, except on a temporary and infrequent basis, and only under circumstances in which such assignments can be justified as reasonable. Except in very limited circumstances, 'other duties as assigned' should be closely related to the employee's position and will not be grade-determining.

4. 'Other duties as assigned' does not apply to tasks which would otherwise be considered a detail, temporary promotion, or a reassignment.

5. Neither the Agency nor employees shall abuse the use of 'other duties as assigned.' Except for changes to lower grade resulting from an adverse action IAW Article 13, or as a result of a classification action, when an employee is assigned duties of a lower graded position for any period of time, that assignment shall not adversely affect an employee's compensation, classification, or position of record.

6. When the duty station for a temporary detail is outside the limits of the employee's official duty station, an employee's travel between their home and the temporary duty station is compensable IAW 5 CFR § 550.1404.

Section 17.3 – Pay for Higher Graded Duties

1. Notwithstanding Paragraph 4, an employee who is assigned duties of a higher pay grade in excess of twenty (20) consecutive days IAW Section 17.2(4) shall be entitled to pay at the higher rate for the entire period during which the higher graded duties were assigned and will be processed for a temporary promotion. This includes temporarily assigning substantial supervisory duties to an employee to cover for the absence of the regular supervisor. Promotions exceeding one hundred and twenty days (120) days shall be competitively announced.

2. When an employee is temporarily assigned duties of a supervisory nature, subordinate employees will be notified of the coworker's temporary assignment of supervisory duties, to include what supervisory functions the temporary supervisor can and cannot fulfill, and who else

in their supervisory chain has the authority to exercise the other managerial functions normally performed by their regular supervisor.

3. Employees who perform higher-graded duties without compensation in violation of this Section shall be entitled to file for retroactive compensation IAW 5 CFR Subpart H – Back Pay for a period of up to six (6) years prior to the day that they file a claim under the negotiated grievance procedure contained in Article 12. Back pay claims are considered continuing violations for the purposes of the time limits contained in Section 12.4(2).

4. Repeatedly assigning an employee duties of a higher grade for periods of less than twenty (20) consecutive days within any one hundred and twenty (120) day period may become the basis of a grievance.

Section 17.4 – Relocation Expenses

1. An employee whose duty station changes as a result of an involuntary administrative personnel action shall be entitled to the payment of relocation expenses when authorized by the DoD JTR. The Agency shall ensure that employees eligible for relocation payments are aware of their entitlement. The Agency cannot require or suggest that an employee refuse or decline relocation entitlements as a condition of accepting the relocation or as a way for the Agency to save funds.

ARTICLE 18
EMPLOYEE DEVELOPMENT AND TRAINING

Section 18.1 – Job Related Training and Qualifications

l. The Agency agrees to provide job related training and development for employees, as necessary, to accomplish the mission of the IL ARNG in an efficient manner, and to consider the Union's views and recommendations in developing programs relating to training of employees. The Agency may require a Continued Service Agreement as a condition of training attendance when the cost of said training requires a significant financial expenditure on the part of the Agency.

2. The Parties recognize that changes in the workplace will continue as technology, new techniques, material, and equipment are developed and employed. Each employee is responsible, to the greatest extent possible, for taking the initiative necessary to keep abreast of changes. However, the Agency shall train employees on all new equipment, technology changes, and procedures needed to perform the duties of their job at a fully successful level. For employees who are subject to production and timeliness standards, time spent in a training status will not be counted against the employee.

3. The Agency agrees to extend every reasonable consideration to employees for attendance at job related courses, especially in situations where an employee’s position and/or duties are modified or impacted by the introduction and/or use of new equipment and/or procedures. Supervisors will provide information on courses that relate to improving the employee's job performance, as applicable.

4. Employees shall be given consideration for priority for training schools that pertain to their position (MOSQ, Specialty qualifications or identifiers, and maintenance trades). This extends to the use of Additional Flight Training Periods (AFTPs) by the employees in aviation career fields. The following process will be observed when requesting these schools:

> STEP 1: Employees will request technician schools/classes required for their federal technician position through their supervisor. For military schools/classes (MOSQ and specialty schools not offered through the tech program), the employee will request through their assigned unit and notify their supervisor. Schools need to be requested as far out in advance as possible.
>
> STEP 2: The military unit/HRO will review the request to ensure the employee is authorized to attend the school/class requested seat and will submit the request. The seat shall be requested as soon as possible, but no later than thirty (30) days after requested.
>
> STEP 3: As soon as possible, but no later than sixty (60) days after placing a request, the employee shall confirm the status of their military school/class request with their military unit/HRO, to include the expected school date.

(1) If the employee is placed in a reserved status for the school, no further action is required.

(2) If the employee is in a "wait" status, continual check on the status is required by the employee.

(3) If the employee has received no status, move to STEP 4.

(4) No later than thirty (30) days prior to course start date the employee will verify availability with their supervisor.

STEP 4: The employee shall notify their immediate supervisor of any non-action by unit or HRO personnel for any school/class. The supervisor will then elevate the issue to ensure action is taken for enrollment.

5. All employees shall not be denied the opportunity to receive training required by their position for non-merit reasons.

Section 18.2 – Personal Development

1. The Agency encourages employees to take advantage of the educational benefits that are available to them by virtue of their membership in the IL ARNG.

2. The Agency agrees to consider a request from an employee to accommodate their pursuit of a higher-level education or certification, in a nationally recognized and accredited institution, such as a community college or university, barring any disruption to the mission of the IL ARNG.

3. The Agency will work with the employee to adjust his/her shift rotation or work schedule in order to facilitate their education goals when possible.

4. Upon request, an employee must provide evidence of active/continued enrollment in an accredited institution, satisfactory attendance, and progress in order to justify adjustments to work shifts or schedules.

5. A request to for work-schedule adjustment under this section must be submitted a minimum of thirty (30) days prior to the beginning of the applicable school period or semester for which the schedule will apply.

ARTICLE 19
EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 19.1 – Policy

1. The Parties strongly endorse Title VII of the Civil Rights Act of 1964 (42 USC Chapter 21, Subchapter VI), the right of employees to be free from workplace discrimination. Complaints of discrimination brought by employees are governed by 5 CFR Part 1614.

2. The Parties agree to work together to ensure that all employees are periodically informed of the Agency's EEO policy.

Section 19.2 – EEO Complaint Procedures

1. Any employee who believes they have been discriminated against may file a complaint IAW Federal laws and Equal Employment Opportunity Commission (EEOC) regulations, or may pursue a grievance IAW Article 12, but not both. Employment discrimination may include, but is not be limited to:

a. Unfair treatment because of your gender, race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, sexual orientation, or genetic information.

b. Harassment by managers, co-workers, or others in your workplace, because of your race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, sexual orientation, or genetic information.

c. Denial of a reasonable workplace accommodation that you need because of your religious beliefs or medically documented disability.

d. Retaliation due to filing a complaint of discrimination or assisting with a discrimination investigation or lawsuit.

e. Discrimination on other basis including sexual orientation, status as a parent, marital status, political affiliation, and conduct that does not adversely affect the performance of the employee.

2. In cases where an employee alleges that they are a victim of sexual assault or sexual harassment committed by other Agency employees, to include allegations against an immediate supervisor, a co-worker assigned to the same work section, or any other individual within close proximity to the accuser (i.e., where accuser and accused are more likely than not to interact on a daily basis), the Agency may consider temporarily reassigning some or all of the individual(s) in order to reduce the potential for further conflict during the investigative phase. However, any reassignment shall be temporary, and the temporary reassignment shall not have an adverse impact on any of the individuals involved.

Section 19.3 – Reasonable Accommodations

1. Reasonable Accommodations (RA) will be managed in accordance with applicable laws, rules, and regulations.

Section 19.4 – Release of Data

1. Upon request, but no later than fifteen (15) days after a request is submitted, the Agency shall provide the Union with copies of any/all reports required IAW 42 USC § 2000e-16(b)(2).

ARTICLE 20
USE OF/ACCESS TO FACILITIES & SERVICES

Section 20.1 – Use of Facilities

1. On an available basis, the Agency agrees to provide the Union with adequate space to conduct Union meetings during non-work hours (before and after normal duty hours, and during lunch). In addition, the union may request access on short notice during the duty day, for representational purposes.

2. The Union shall comply with all security rules applicable to the IL ARNG. Requests for a meeting facility will be coordinated by the Union with the Agency as early as possible prior to use.

Section 20.2 – Mail Service

1. Union representatives who are Agency employees shall be authorized to use the Agency's internal mail distribution system, and the electronic mail system (e-mail), to conduct Union business which is necessary for the effective representation of bargaining unit employees.

2. Union representatives shall observe all Agency rules and regulations governing the use of mail distribution systems (electronic or otherwise). Failure to do so may result in denial of access of use.

Section 20.3 – Publications and Other Services

1. The Agency will keep employees informed of changes in services and benefits such as retirement seminars, health benefits, the Thrift Savings Plan, etc.

2. The Agency agrees to make electronically available to the Union and employees for their use in review and research current policy directives, regulations, etc. relating to matters which affect pay and benefits, personnel policies, practices, and working conditions.

Section 20.4 – Bulletin Boards

1. The Agency will provide bulletin board space for the exclusive use of the Union in each work site where bargaining unit employees are assigned. The bulletin boards can be of the cork-type or may be electronic (i.e., television or computer monitors). The cost to purchase and install bulletin board(s) shall be borne by the Union. The Union shall coordinate with the Agency thirty (30) days prior to installation. Bulletin boards shall be in an area where employees normally congregate or regularly pass so that Union bulletins or notices can receive the widest possible dissemination. Typical locations include areas where the Agency maintains other informational bulletin boards, lunch/break rooms, or any other conspicuous place where the information is openly visible, and access is not restricted. When the Union opts to use electronic bulletin boards, the Agency shall ensure that an adequate power source is available in the area where the

bulletin board is to be installed.

2. The Union will be responsible for the content of literature posted on the bulletin board. Any such bulletin notices or literature posted or distributed must not violate any law, security, directive, or contain libelous material.

3. The Union agrees to maintain the bulletin board space provided in a neat and current manner.

Section 20.5 – Common Areas

1. The Agency will provide adequate and safe vehicle parking on a first come first serve basis. If the Agency implements a Reserved Parking Plan, the Agency shall submit it to the Union IAW Section 6.2.

2. The Agency shall make available to each employee a separate personal locker of adequate size and located in a conveniently accessible location for storage of employee clothing and other personal items. The lockers must have the ability to be secured to prevent unauthorized access.

3. The Agency agrees to maintain adequate common areas (i.e., locker rooms, break areas, and eating areas) within each facility that are separate from maintenance areas and that are not used to store petroleum, oil, and lubricants (POL) or any other type of liquid or substance that is considered a health hazard.

4. Areas identified for the safe consumption and storage of food and beverages (i.e., break and/or lunch rooms) by employees shall be furnished with a sufficient number of tables and chairs, cold food storage appliances (i.e., refrigerator w/freezer), dry storage areas (i.e., cabinets and drawers), appliances for the heating of food and beverages (i.e., microwave and coffee machine), and sanitation equipment and products (i.e., access to sink) commensurate with the number of employees assigned to the facility. These areas shall be generally maintained in a clean and orderly fashion by the employees who use said facilities. However, the Agency shall be responsible for performing routine maintenance such as pest control and other general and recurring maintenance beyond daily cleaning.

5. The Agency shall designate smoking areas at each work site that are reasonably accessible to employees, provide a means to safely dispose of used tobacco products.

6. The Agency shall assess which facilities comply with the provisions of this paragraph no later than thirty (30) days after approval of this Agreement by DCPAS. For facilities that do not comply with the requirements of this section within the time specified herein, the Parties will meet within sixty (60) days of Agreement approval to discuss a separate agreement that is mutually acceptable for how and when compliance will be achieved at facilities that do not meet the standards of this section.

Section 20.6 – Access to Union Public Internet Sites

1. The Agency will not deliberately deny or block an employee's ability to access the Union's

public internet from or through government computers. This provision applies to the site located at or under the http://www.local1776.org domain and all pages thereunder that can be directly accessed through that domain. The Agency is a tenant user of the DoD Information Network (DoDIN). The Agency cannot control restrictions to these sites if the DoDIN is found to be compromised or at risk. For issues accessing websites, contact the Agency G-6 at 217-761-3702. The Department of the Army is the approving authority for restriction removal.

Section 20.7 – Possession/Use of Personal Communication Devices

1. This section covers the use of personal communication devices by employees during duty hours.

2. In general, employees shall be allowed to bring personal communication devices (i.e., cell phones, smart phones, tablets, iPods, etc.) to the work site.

3. Use of personal communication devices is not authorized under the following circumstances:

a. In secure areas such as COMSEC vaults or any other type of room or facility where the use of personal communications devices is specifically prohibited by governing regulations.

b. In hazard areas (i.e., inside yellow lines) such as in a maintenance bay or on the shop floor where employees are actively performing work on vehicles or equipment.

c. While operating government vehicles of any type.

d. Headphones will generally not be permitted for use during duty hours unless worn for physical fitness while indoors. An employee may request an exception while exercising on an approved/alternate physical fitness route or outdoor facility, to exclude public sidewalks or roadways.

e. To the extent that the use of the device creates a safety risk.

4. The use of personal communication devices during duty hours should not interfere with the Agency's ability to accomplish its mission. The use of communication devices to play music is allowed with a speaker. Music volume must be kept at a reasonable level. Excessive use of a personal communication device to a degree that interferes with the ability of one or more employees to accomplish their assigned tasks will not be allowed and may result in disciplinary action.

5. The Agency may not confiscate nor request that an employee surrender or allow examination of the contents of a personal communication device except during the course of a bona fide investigation, and after the presentation of a properly formulated request or warrant issued by appropriate legal authority. When the Agency seeks to confiscate or examine an employee's personal communication device pursuant to an investigation, the provisions of Sections 5.3, 5.4, and 13.2 will apply.

ARTICLE 21
CIVILIAN TEMPORARY DUTY (TDY), TRAVEL, AND ASSIGNMENTS

Section 21.1 – General

l. Unless required by DoD JTR, the use of government quarters by civilian employees during temporary duty (TDY) assignments, including assignments to a military post, camp, station, or depot owned and operated by the United States Government, is not mandatory and will be at the discretion of the employee. However, for centrally funded courses held at PEC, lodging is included as part of the course and student employees must lodge at PEC unless they receive a statement of non-availability. Furthermore, employees will not be required to share quarters with other employees.

2. In some very limited circumstances, the Agency may determine that the use of government quarters by civilian employees is necessary due to the lack of adequate commercial lodging facilities in the temporary-duty location, or when the use of commercial lodging facilities creates a safety concern for the employee. However, in those cases, military rank may not be used to determine accommodation arrangements. In these circumstances, the Agency will ensure equitable treatment when management and employees are on the same or similar missions, meaning that both management and employee personnel quarters will observe the same living arrangements (i.e., number of employees assigned per room will be the same as the number of management representatives assigned per room), and that accommodations will be of equal standard (i.e., employee quarters will be of the same quality as those of their management counterparts).

3. The Parties agree that employees will use the Defense Travel System (DTS) and Government Travel Card (GTC) for all official travel arrangements and related expenses.

Section 21.2 – Travel Entitlements

1. Travel and per diem will be paid IAW applicable law and regulation.

2. The Agency will notify employees as far in advance as possible of TDY travel. An employee may request to be excused from TDY under justifiable circumstances. If an employee's request is denied, the Agency shall provide the employee a written explanation.

3. Travel will be conducted by the most advantageous, prudent, and economic means available. The Agency will not require an employee to use their privately-owned vehicle (POV) for travel nor will an employee be entitled to reimbursement for POV travel not previously approved and the most cost-effective mode of transportation IAW the JTR and Agency policies.

4. An employee’s objection to traveling by commercial airline, which is supported by a valid medical certificate stating he or she should not travel by aircraft, may be accepted as sufficient authority to utilize other methods of transportation. The Agency will determine what the most cost-effective alternate mode of transportation is IAW the JTR and Agency policies.

5. In no case will TDY's be assigned to any employee as a reward or punishment

Section 21.3 – Temporary Duty (TDY) Assignments

1. The Agency, in consonance with applicable laws and regulations, may require employees to temporarily travel away from their assigned duty station in order to meet mission requirements. This is commonly known as TDY. When an employee is assigned TDY work, the provisions of this Agreement shall be observed regardless of whether the assignment is performed on a voluntary basis, or as directed (involuntary) by the Agency in order to support the Agency's mission.

2. TDY requirements will be announced as far in advance as possible to allow employees the opportunity to make suitable arrangements in order to perform the work.

3. The Agency will make every effort to direct or assign employees TDY taking into consideration the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of employees required. In no case will TDY’s be directed or assigned to any employee as a reward or punishment and should be assigned on an equal basis to the greatest extent possible based on mission requirements.

4. The Agency should make every reasonable effort to seek qualified volunteers prior to mandating that an employee performs TDY work. In the event there are insufficient qualified employee volunteers willing to perform TDY work, the Agency has the authority to direct an employee to participate in a TDY in order to meet the Agency's mission requirements.

5. Except during periods of emergency IAW Section 4.2, the Agency shall provide affected employees not less than two (2) weeks’ notice to schedule an involuntary TDY, except when the Agency determines that they would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

6. Supervisors will also take into consideration any personal hardships that TDY work may cause the affected employee(s) and will make every effort to accommodate said hardships. These include issues such as childcare, school, and other bona fide hardships that may affect the employee and/or their family due to the TDY work.

Section 21.4 – Conditions of Employment

1. The provisions of this Agreement shall apply to the Parties during TDY to include the scheduling of work, overtime requirements, compensation, discipline, and other conditions of employment. The Agency may not restrict employee off-duty activities except as required by host a government or law enforcement agency with oversight of the TDY location. This includes any restrictions concerning off-duty conduct to include confinement to base/quarters, consumption of alcohol, local area travel, off-limits commercial establishments, and any other activity that an employee can normally and voluntarily choose to participate in.

2. The Agency may request that the Union designate one or more representatives, depending on the number of employees taking part in the TDY, to serve as Union Stewards.

ARTICLE 22
PERFORMANCE STANDARDS AND EVALUATIONS

Section 22.1 – Employee Performance

1. The Agency's Employee Performance and Incentive Awards Programs will be administered IAW NGB regulatory guidance.

2. The development of performance standards and identification of critical elements will be a joint effort between the employee and supervisor. These elements must be fair and equitable and consistent with the position description of the job.

3. The standards and identified critical elements shall be put in writing and acknowledged by the employee and supervisor. Amendments and/or modifications can be made during the rating year if both the employee and supervisor acknowledge the changes/modifications.

4. An employee's performance rating may not be reduced as a result of serving in a representation capacity on behalf of the Union.

Section 22.2 – Official Appraisal

1. To have an objective appraisal, an employee will work for their appraiser not less than ninety (90) days. When this is not the case, the last approved performance appraisal on file will be used as the employee's most recent rating of record.

2. A supervisor's evaluation of an employee's performance shall be objective and supported by fact. When an employee believes the above criteria have not been met, an appeal may be made using either the Agency's appeal process or using the grievance process in Article 12.

3. An employee and their supervisor shall meet, generally face-to-face, a minimum of three (3) times during the rating cycle in order to accomplish their appraisal:

a. At the beginning of the appraisal period to discuss the performance standards and critical elements to be applicable for the coming rating period, and to discuss performance expectations. Performance will be appraised on a continuing basis and employees shall be kept up to date as to how their performance compares to the established performance standards.

b. At least once during the appraisal period to conduct an interim performance review and provide the employee feedback on whether they are meeting expectations, and if not, how they can improve performance. If the supervisor has identified short comings in the employee's performance, the employee shall be notified of perceived problem areas and will be provided guidance on how to improve the quality of work in order to more satisfactorily perform duties at expected levels.

c. At the end of the appraisal period to review the employee's performance during the

rating period and discuss the results. Performance appraisal will be presented to an employee with the goal of communicating the supervisor's overall assessment of the employee's performance over the rating period, review accomplishments, address shortfalls, and discuss the next rating period to include proposing any changes or adjustments he/she feels may be appropriate.

4. When the Agency fails to abide by the requirements of paragraph 3 (above) and/or fails to provide an employee with a finalized performance appraisal rating within sixty (60) days after the end of a specific rating period, the employee shall receive a default rating of three (3) for all critical elements evaluated during said rating period. If the supervisor and employee are unable to complete an appraisal within the sixty (60) days due to unforeseen circumstances (i.e., sickness, TDY, etc.), an extension may be requested through HRO and the Union will be notified.

5. Employee seeking reconsideration of a performance appraisal score received as a result of paragraph 4 (above) must carry out the process IAW applicable laws, rules, and regulations. Employees may utilize the grievance process in Section 12.6 to compel the Agency to provide them a final rating for the time period in question or to address errors in process.

Section 22.3 – Actions Based on Unacceptable Performance

1. An employee not serving in a probationary or trial period, and whose performance is below fully successful (or its equivalent), is entitled to:

a. A thirty (30) day advanced written notice of sub-standard performance which informs the employee of:

(1) The instances of unacceptable performance.

(2) The critical elements of the job standard which are unacceptable.

(3) How the supervisor will assist the employee in bringing his/her work up to acceptable standards.

b. If the employee's performance declines to less than "Fully Successful" in one or more performance elements, the supervisor, in consultation with the HRO will determine what action is appropriate, and must provide notice of the performance deficiencies to the employee IAW with applicable laws, rules, and regulations. The supervisor must assist the employee in improving his or her performance during an opportunity period to demonstrate acceptable performance. If performance changes with less than ninety (90) days left in the rating period, the supervisor can work with HRO to potentially extend the rating period to allow the employee ninety (90) days to improve performance.

c. This does not preclude the Agency from taking action against the employee under Chapter 75 procedures, instead of the aforementioned Chapter 43 procedures, when the performance is of such nature that management can support a Chapter 75 action.

2. An employee may not be rated below fully successful (or its equivalent) and no action based on unacceptable performance may be taken, to include actions covered by Section 22.4, unless the procedures in paragraph 1 (above) have been followed by the Agency.

3. When the criteria in paragraphs 1 and 2 (above) have been met, if an employee's performance continues to be unacceptable in one or more critical elements after the performance improvement period has expired, the Agency may take one or more of the following actions in accordance with appropriate regulation. The actions below are listed in a progressive order; however, the Agency may take whatever action is appropriate as supported by the individual circumstances:

a. Denial of within grade increase;

b. Reduction in grade;

c. Reassignment; or,

d. Removal

4. The action taken should not be arbitrary and should be considered in the context of the employee's total work history, especially their past performance. This is especially true in cases where a previously high-performing employee suddenly begins to under-perform for no apparent reason. In these cases, the Agency should consider change to lower grade or reassignment prior to removal. A referral to the Employee Assistance Program (Article 23) may also be appropriate in these instances of unacceptable performance. Both supervisors and employees are encouraged to identify situations where it may be advisable for an individual to voluntarily seek assistance.

5. An employee who may be subject to adverse action based on unacceptable performance, but who has filed for a disability retirement prior to the end of the rating period during which the unacceptable performance took place, may be retained in their current position until the end of the pay period in which OPM adjudication is received.

Section 22.4 – Within-Grade Increases (WGI's) & Upward Mobility Promotions (UMP's)

1. The Agency shall process Within-Grade Increases (WGI's) as soon as an employee becomes eligible, as long as they are performing at a fully successful level or higher. The Agency may not delay a WGI, except for unacceptable performance.

2. Employees who are hired into an Upward Mobility Promotion (UMP) position, usually at a grade below the fully qualified level of their position, shall be promoted to the fully qualified grade as soon as the employee meets the minimum experience requirements. The Agency may not delay a promotion to the fully qualified grade level, except for unacceptable performance.

3. When an employee's unacceptable performance will prevent the award of a WGI or a UMP, the Agency will follow the procedures in Section 22.3(1), to include notifying the employee of their ineligibility for a WGI or promotion at least ninety (90) days prior to the date the action was

due to become effective. If the Agency fails to follow the procedures established herein, the WGI or promotion cannot be held in abeyance, and the previous rating will serve as the basis for the increase or promotion.

4. When a WGI or promotion is withheld due to sub-standard performance, the WGI or promotion shall be granted as soon as the employee's performance reaches a satisfactory level.

5. Employees who are denied an WGI or UMP in violation of this section shall be considered to have suffered an unjustified or unwarranted personnel action and shall be entitled to retroactive compensation IAW 5 CFR Subpart H – Back Pay for a period of up to six (6) years prior to the day that they file a claim under the negotiated grievance procedure contained in Article 12. Back pay claims are considered continuing violations for the purposes of the time limits contained in Section 12.6(3) and 12.7(2).

Section 22.5 – Incentive Awards Program

1. The Agency recognizes the importance to reward those employees that consistently excel in the performance of their duties. Therefore, the Agency will implement and maintain an Incentive Awards Program to recognize employee efforts.

2. An employee who receives a rating of five (5) on their annual performance appraisal and is not otherwise submitted for an award shall automatically have a Time-Off Award (TOA) of forty (40) hours submitted to the board for consideration.

3. Within thirty (30) days after approval by the TAG or designee, the Agency shall provide to the Union the number of awards by type: Quality Step Increase (QSI); Sustained Superior Performance (SSP); or Time-Off Award (TOA), for employees within the bargaining unit, and an overall state comparison.

ARTICLE 23
EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 23.1 – General

1. The Agency shall institute a program IAW 5 USC § 7904 to assist employees who may be experiencing personal difficulties or hardships such as substance dependency or abuse, relationship challenges, stress, and other situations which can affect an employee's ability to accomplish their assigned duties. The Agency will not reveal names of persons voluntarily seeking assistance without the employee's written consent. Employees may request the services available through the Agency-sponsored EAP any time. The Agency will advise employees of other programs offered (i.e., Military One Source, Military Family Life Consultants, VA, etc.).

2. The Agency may refer employees to EAP; however, participation in the program is strictly voluntary. Excused absence will be granted for an initial EAP counseling session.

3. A fundamental purpose of EAP is to assist employees with problems that may result in conduct or performance deficiencies. However, the program is not intended to shield employees from disciplinary or corrective action(s). While participation in EAP is strictly voluntary, the Agency may recommend that the employee seek EAP assistance as an alternative to disciplinary action. In these cases, the Agency agrees to hold in abeyance a proposed disciplinary action so long as the employee participates in EAP, does not engage in new instances of misconduct or performance deficiency, and successfully completes the treatment to which he/she is referred. If the employee meets these requirements, the proposed disciplinary action will be rescinded. This provision primarily applies to first-time offenses or instances where an EAP referral may serve as an alternative to disciplinary action. EAP should not be considered, and may not be invoked, in cases of severe, egregious, or criminal misconduct.

4. No disciplinary or adverse action will be taken, specifically, as a result of an employee either using or refusing EAP. This extends to an employee who self-discloses a personal medical/behavioral condition to the supervisor. Participation in rehabilitative programs may be taken in consideration when disciplinary action is pending against an employee.

ARTICLE 24
OUTSOURCING AND CONTRACTING OUT

Section 24.1 – General

1. The Parties agree that it is in their interest to preserve manpower positions within the IL ARNG.

2. The Agency will notify the Union as soon as it decides that it is necessary to contract out work which could cause an immediate or eventual RIF or downgrade of employees. This notification shall occur before the contract is let.

3. The Agency agrees to negotiate with the Union IAW Section 6.2 to the extent those negotiations do not interfere with Management's rights under the Statute.

ARTICLE 25
WAGE SURVEY

Section 25.1 – Employee Participation

1. The Parties recognize that valuable contributions can be made in regard to developing wage policies and in conducting wage surveys. When requested to do so by the Local Wage Survey Committee (LWSC), the Agency in consultation with the Union will select employees as data collectors on the basis of their qualifications, to assist in the collection of wage data.

2. To the extent that they are available, wage grade employees selected to be data collectors shall be members of the Union.

3. The Agency may provide employees serving as data collectors with access to GSA vehicles in order to facilitate their collection of local wage data.

ARTICLE 26
LABOR/MANAGEMENT COOPERATION

Section 26.1 – Joint Agency-Union Sponsored Training Sessions

1. The Parties may conduct joint Agency-Union training sessions. The training sessions may include training on the administration of this Agreement, Alternate Dispute Resolution (ADR) or Interest Based Bargaining (IBB) methods, and other topics specifically related to Labor/Management Relations (LMR).

2. Training conducted will be on Official Time.

Section 26.2 – Labor/Management Relations (LMR) Training

1. Employees serving as Union Representatives may be granted official time in conjunction with attendance at training sessions sponsored by the Union, to include time for travel to and from the training event, provided that the subject matter of such training is in the public interest and will benefit the U.S. Government, the Labor Organization, and the IL ARNG. Taxpayer-funded union time requested for purposes under 5 U.S.C. 7131(d), combined with approved or anticipated time under provisions of 7131(a) or (c), shall not exceed a total of one hour per member of the bargaining unit per fiscal year. Once this limit is reached, representative may not use taxpayer-funded union time under provisions of 7131(d). For all other purposes, the union may request reasonable amounts of annual leave or leave without pay during regular duty hours

2. Requests to be excused to attend Union sponsored training will be submitted, with justification to the supervisor and HRO, as soon as possible but no later than fourteen (14) days prior to the training session.

3. Approval/Disapproval notice will be returned by e-mail no later than seven (7) days after the request is received IAW Section 26.2(2).

4. Information needed for approval of LMR Training is as follows:

a. The name and title of the Union Representative(s).

b. The name or title of the Union sponsored training session.

c. The agenda of the Union sponsored training session, to include total number of hours.

d. The specific dates of training.

e. The total number of hours requested.

f. Location of Training, i.e. facility and address.

5. Upon completion of the training, a certificate or a letter certifying the attendance is required to

verify excused absence.

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

7. When LMR training constitutes official business (i.e. training is in the public interest) and is considered beneficial IAW 5 USC §7131 (d)(2), travel and per diem may be paid IAW appropriate law or regulation.

Section 26.3 – Orientation of New Employees

1. All new employees shall be informed by the Agency that the Union is their exclusive representative. The Agency will provide each new employee a copy of the CBA (digital or hardcopy upon request), and information about the Union to include informing them on how to access the Union's website and providing them an informational packet concerning the Union, its role in the workplace and the benefits of Union membership. The Union will be responsible for any costs associated with the creation and delivery of informational packets to the Agency for distribution at new employee briefings.

2. In conjunction with paragraph 1 (above), the Agency will also allow the Union an appropriate amount of Official Time IAW Section 6.7 to brief new employees on their rights, the Union's role in the workplace, and the membership benefits of the Union. Taxpayer-funded union time requested for purposes under 5 U.S.C. 7131(d), combined with approved or anticipated time under provisions of 7131(a) or (c), shall not exceed a total of one hour per member of the bargaining unit per fiscal year. Once this limit is reached, representative may not use taxpayer-funded union time under provisions of 7131(d). For all other purposes, the union may request reasonable amounts of annual leave or leave without pay during regular duty hours.

Section 26.4 – Labor Management Relations Council

1. The Parties acknowledge a common interest for improving operations of the IL ARNG, and the wellbeing of its employees. The Parties agree to establish a Labor Management Relations Council (LMRC) to consider and suggested improvements in the areas of personnel policies, practices, and working conditions.

2. To the greatest extent possible, the Council will consist of an equal number of representatives from the Union and Agency, usually six (6) members, three (3) from each organization, who have the authority to bargain or negotiate on behalf of their organization. Normally, composition of the teams is recommended as follows; however, the Parties can mutually agree to adjust the number and composition of their team as they see fit:

Union	Agency Team
State Representative	Chief of Staff/Designee
At-Large Representative	Human Resources Officer/Designee
At-Large Representative	ARNG Representative

3. The Council shall meet semi-annually or more often if by mutual agreement. The meeting location will be mutually agreed upon by both Parties. Generally, the matters discussed may include, but are not limited to:

a. The interpretation and application of this Agreement.

b. The identification and/or correction of conditions causing grievances and misunderstandings.

c. Prevention of accidents.

d. Improving communications between employees and supervisors.

e. The encouragement of good human relations between employees and supervisors.

f. Maintaining employee productivity and morale.

g. The promotion of the Equal Employment Opportunity (EEO) Program.

h. The promotion of education, training, and health.

i. The reduction of absenteeism.

j. The improvement of working conditions.

k. The interpretation and application of rules, regulations, and policies.

l. Pre-decisional involvement to the fullest extent practicable

4. The Council will not consider individual grievances, complaints, or disputes. Upon completion of each meeting the Council will submit recommendations, if any, to both Management and the Union.

5. Any action proposed by the Council that would affect employee conditions of employment shall be subject to review prior to implementation.

6. The Labor Relations Specialist (LRS) or designee will act as Secretary to the Council and will compile agenda items in preparation for committee meetings. This individual is not considered a member of the Agency's team. The meeting time, location, and agenda shall be communicated to all participants no later than fifteen (15) days prior to the meeting.

7. The meeting format shall be informal in order to allow a free and open discussion. The Council's primary goal is to find common-sense and mutually beneficial solutions that ensure the IL ARNG will accomplish the mission in the most effective and economic way.

Section 26.5 – Union and Agency Meetings

1. The Parties may request a meeting anytime. The Agency's request should be directed to the State Representative or Business Manager. The Union's request should be directed through the LRO. The Parties agree to maintain an 'open door policy' that encourages formal and informal discussion of matters that are of mutual concern. The requirements of this section are satisfied when the Adjutant General participates in meetings held under Section 26.4, and that participation was announced in advanced in order to allow the Union an opportunity to submit a separate agenda IAW paragraph 3 (below).

2. An agenda of new, tabled, and/or closed topics to be discuss shall be included at the time a meeting request is submitted under this section. No later than seven (7) days after a request is submitted both parties will mutually agree on the agenda, time and place of the meeting. The Parties shall meet to discuss subjects related to conditions of employment, working conditions, and/or the Agency's ability to accomplish its mission. Face-to-face meetings are preferred; however, the Parties can mutually agree to use teleconferencing when circumstances do not allow one or several attendees from being physically present.

3. There is no limitation or prohibition on the topics allowed to be discussed in this forum. However, when the agenda includes topics related to a Union complaint against the Agency or to an employee being represented by the Union in a matter against the Agency that is pending review, appeal, or adjudication by a third-party entity (i.e., Arbitrator, hearing examiner, administrative judge, court of law, etc.), the Adjutant General may require that discussion of any such topic take place only if the Union agrees to temporarily halt the pending action (if able) in an attempt by the Parties to find an alternate resolution. If no resolution is achieved, the complaint can move forward.

4. Union participation at these meetings will be limited to the following representatives:

a. Business Manager;

b. State Representative;

c. State Delegates;

d. Union Legal Counsel;

e. Subject Matter Expert(s) (SME's) as required; and,

f. When a topic concerns an employee(s) complaint or appeal:

(1) The Union Steward for the area where the employee(s) are assigned.

ARTICLE 27
ALCOHOL AND OTHER SUBSTANCES

Section 27.1 – General

1. This Article implements the Drug Free Workplace Program (DFWP) for Agency employees in compliance with Executive Order 12564 and 5 U.S.C. Section 7301. This program provides a mechanism for employee assistance and employee education regarding the dangers of drug abuse.

2. It is every employee's responsibility to comply with the DFWP. Any illegal drug use, or abuse of legal drugs by employees has an adverse impact on the accomplishment of the Agency's mission and will not be tolerated.

3. Employees are cautioned to take note that, regardless of individual state legislation or initiatives, the use of any Federal Controlled Substances Act, Schedule I drug, whether for non-medical or ostensible medical purpose, violates Federal law and the Federal Drug Free Workplace Program. It is also inconsistent with performance of safety-sensitive, health-sensitive, and security-sensitive positions, and with other testing circumstances.

4. In general, and given the Agency's mission, the IL ARNG has reason to operate a comprehensive toxicology testing program including pre-employment testing, random employee testing, reasonable suspicion testing, post-accident testing, post-substance abuse treatment testing, and voluntary testing.

5. Any program that subjects IL ARNG employees to toxicology testing shall be administered IAW DoDI 1010.09, the DoD Civilian Employee Drug-Free Workplace Program.

Section 27.2 – Reasonable Suspicion, Post-Accident, and Voluntary Toxicology Testing

1. Employees have a Weingarten Right to Union representation when being questioned during an investigation when there's a reasonable belief that discipline may be imposed. A toxicology test conducted as part of an investigation, to include instances of reasonable suspicion or when an employee is being asked to submit voluntarily to testing in conjunction with an investigation, falls under the Weingarten umbrella, and an employee has the right to request Union representation before agreeing or being compelled to submit to toxicology testing.

2. Employees who are asked to submit to toxicology testing shall be provided the information in Section 13.2 (3) before answering any questions or providing a blood, hair, urine, or other type of body fluid/specimen sample.

Section 27.3 – Alcohol Consumption

1. While employees have a right to conduct their private lives as they see fit, they are also expected to maintain appropriate standards of behavior, performance, and discipline consistent

with service regulations, instructions and policies, and other public laws. As such, the consumption of alcohol by employees may be regulated IAW Federal, state, and local laws and Agency regulations.

2. For the purpose of this Agreement, an "alcoholic beverage" is any liquid beverage containing any amount of ethyl alcohol, including wines, malt beverages and distilled spirits. Consumption of alcoholic beverages, or the possession of an open container thereof, is prohibited under the circumstances listed in this paragraph:

a. At any time during duty hours. Except as described in paragraphs 4 and 7 (below), the Agency cannot place limits or restrictions on the consumption of alcohol during off-duty hours. Off-duty consumption of alcohol is governed by local laws of the jurisdiction concerned. Lunch time is not considered duty hours for employees; however, employees are required to adhere by the requirements of paragraph 3 (below). For dual-status technicians, impairment by alcoholic beverages is strictly prohibited while in military uniform whether on or off duty.

b. On Agency premises, to include any parking lot or parking areas of installations, except where alcohol consumption is permitted, or at an MWR-type of event where consumption of alcohol is permitted IAW paragraph 10 (below).

3. Employees will exercise good sense and restraint concerning consumption of alcoholic beverages prior to reporting for duty, and while TDY. All personnel will report for duty ready, willing, and able to perform their job, free of impairment from alcohol or any other intoxicating substance. On-duty impairment due to alcohol consumption will not be tolerated. Impairment to a degree that an individual is considered unfit for duty is defined in accordance with applicable laws, rules, and regulations.

4. Employees supporting emergency domestic operations who are expected to be on stand-by for the entire period of response will not consume alcoholic beverages at any time while tasked for this type of response.

5. If an accident involving an aircraft or motor vehicle occurs on or off Agency premises, persons connected with the accident, including the operator(s), occupants, and any maintenance personnel who performed work on the aircraft or vehicle within a reasonable period prior to the accident, may be subject to a blood alcohol test and/or urinalysis. The testing requirement for accidents applies to instances when personnel are TDY including conferences, training, and meetings.

6. Employees involved in ground or aircraft accidents IAW paragraph 5 (above), or who are suspected of being under the influence of alcohol or other impairing substances while on-duty, may be subject to a blood alcohol test or urinalysis.

7. The Agency may establish more restrictive alcohol consumption policies in certain circumstances and for temporary periods of time. However, any changes which modify this Agreement must be submitted to the Union prior to implementation, IAW Section 6.2.

Section 27.4 – Self-Referral for Drug and Alcohol (Substance) Abuse

1. The Agency, through the EAP, offers employees assistance with identification and treatment of substance abuse. A fundamental purpose of the EAP is to assist employees who seek treatment for drug and alcohol abuse. As such, the Agency shall not initiate disciplinary action against any employee who meets all three of the following conditions:

a. Voluntarily identifies themselves as having a substance abuse problem prior to being identified through other means. Identification must be to the Agency, directly, through an immediate or higher supervisor, or through a Union representative;

b. Obtains counseling or rehabilitation through the EAP; and,

c. Thereafter refrains from substance abuse.

2. The key to this provision's rehabilitative effectiveness is an employee's willingness to freely admit to the problem, so this provision is not available to an employee who requests protection under this provision after:

a. Being asked to submit to toxicology testing for controlled substances and/or alcohol;

b. Being identified as the subject of an Agency investigation concerning substance abuse;

c. Being identified as the subject of a law enforcement investigation concerning substance abuse; or

d. Having been found to have used illegal drugs or to have been intoxicated beyond established limits by direct observation, or by evidence obtained from an arrest or criminal conviction.

3. An employee who is engaged in substance abuse and wishes to seek treatment and rehabilitation should contact the Agency (e.g., their immediate supervisor) for an EAP referral, or contact the EAP Coordinator directly. The employee may also choose to seek treatment through other reputable treatment sources at no cost to the Agency. An employee's own admission is sufficient evidence for a determination that they are engaged in substance abuse, and a toxicology test shall not be required. The restriction on toxicology testing shall not apply in instances covered by reasonable suspicion or related to an accident.

Section 27.5 – Other Actions Related to Self-Referral

1. Although an employee who meets the voluntary admission criteria in Section 27.4 may not be disciplined for substance abuse, other administrative action may be required. The Agency shall immediately review the employee's job functions to determine if that employee should be relieved from duty. While the employee is undergoing treatment, the Agency may reassign the employee to a position where they will not pose a threat of danger to the safety of others or to the

organization's operation. Absent such a position, the employee may elect to be placed on sick, annual, or other appropriate leave status while undergoing short-term treatment and rehabilitation (i.e., thirty (30) days or less). The Family Medical Leave Act (FMLA) may be used for treatment lasting more than thirty (30) days.

2. Results of any toxicology testing conducted by a treatment facility may be released to the Agency only if the employee provides proper consent. Positive test results released by a treatment provider to the Agency may not be counted against the employee in mandatory dismissal actions under Section 27.6; however, any positive test results the Agency obtains through other permissible testing procedures, described in Section 27.10, are fully actionable, even if the testing occurs while a self-referring employee is participating in a rehabilitation program.

3. An employee who is referred for treatment of thirty (30) days or less shall not be included in any Agency random drug testing pool for the duration of such treatment. In the case of a self-referring Title 32 dual-status technician that enters short-term treatment, the HRO shall advise the employee of the procedures for self-referral through their military unit of assignment.

4. When the EAP Coordinator or state licensed treatment provider certifies that the employee has successfully completed a rehabilitation program, the Agency shall determine whether the employee will return to their original assignment.

5. To maintain the integrity and confidentiality of employees' rehabilitation activities, patient records will be maintained in a manner consistent with the requirements of 42 CFR 2.1 and 5 USC 552a.

Section 27.6 – Disciplinary Consequences

1. An employee may be determined to be in violation of the Agency's substance abuse policy on the basis of any appropriate evidence including, but not limited to:

a. Direct observation of illegal drug use;

b. Evidence obtained from an arrest or criminal conviction;

c. A verified positive test result; or,

d. An employee's voluntary admission.

2. An employee determined to be in violation of the Agency's substance abuse policy shall be referred to the EAP. If the employee occupies a Test Designated Position (TDP) or other sensitive position, the Agency may determine the employee may not be permitted to remain in that position and place him or her in a non-sensitive position until appropriate action is taken by the Agency.

3. At the Agency's discretion, an employee may return to duty in a test-designated or sensitive

position if the employee's return will not endanger national security, public safety, or Agency security.

4. The severity of the disciplinary action taken against an employee determined to be in violation of the Agency's substance abuse policy shall depend on the circumstances of each case and shall be consistent with current NGB/DoD regulations. The full range of disciplinary actions, up to and including dismissal, are available.

5. The Agency may or may not initiate disciplinary action against any employee determined to be in violation of the Agency's substance abuse policy and may or may not discipline an employee who voluntarily admits to illegal drug use in accordance with Section 27.4. Such disciplinary action shall be consistent with the requirements of Article 13 and existing disciplinary and adverse action regulations and procedures.

6. The Agency may initiate action to remove an employee for:

a. Refusing to obtain counseling or rehabilitation having been determined to in violation of the Agency's substance abuse policy; or

b. Having been determined not to have refrained from illegal drug use after a first finding or admission of substance abuse. Disciplinary action may or may not have been taken on the first determination of illegal drug use in order to propose and sustain a removal.

7. An employee who refuses to be tested when required shall be subject to the full range of disciplinary action, up to and including dismissal. Attempts to alter or substitute a specimen shall be deemed a refusal to take a drug test when required. However, an employee who requests Union representation may refuse to submit to testing IAW Section 27.2.

Section 27.7 – Test Designated Positions (TDP's)

1. TDP's are those positions for which it has been determined that an incumbent's use of illegal drugs would pose a significant threat to national security, public safety, and fellow employees.

2. Employees identified as filling a TDP shall be notified of their testing status prior to implementation of random testing. If an employee believes his or her position has been wrongly classified, he or she may file an administrative appeal to the Agency, who has authority to remove the position from the TDP list.

3. The employee must submit the administrative appeal, in writing, within fifteen (15) days of notification, setting forth all relevant information. The Agency's decision is a final administrative decision.

4. Each employee in the TDP shall be asked to sign an acknowledgment of notice regarding testing status prior to implementation of a random testing program to include a copy of the Drug Free Workplace Program (DFWP). The acknowledgment shall be maintained in the employee's eOPF (or equivalent). All newly affected employees shall also acknowledge their awareness of

the DFWP and receipt of a copy of the current version of the Program Statement on the DFWP.

5. If the employee refuses to sign the acknowledgement, the employee's supervisor, or other staff member tasked with distribution of the notice, shall note on the acknowledgement form that the employee received the notice. This acknowledgement is advisory only, and failure to provide a signed acknowledgement shall not preclude drug testing that employee.

6. Once an employee has signed the acknowledgement, the employee shall not thereafter be required to sign a new acknowledgement, unless the employee changes from a TDP to a non-TDP and then changes back to a test designated position.

7. At a minimum, pre-employment and random selection testing shall be conducted for the following drug classes (subject to future updates by DoD):

a. Marijuana;

b. Cocaine;

c. Morphine, codeine, and other opiates;

d. Amphetamines; and,

e. Phencyclidine

8. Reasonable suspicion, post-accident, and post-substance abuse treatment testing shall be conducted for a minimum of the above listed drug classes. However, as indicated on a case-by-case basis, the testing may be expanded to include any drug found on Schedules I and II of the Controlled Substances Act.

9. If an initial screening through the immunoassay method yields a positive result, the laboratory shall automatically perform a confirmation test on the specimen using the most reliable combination of testing available.

Section 27.8 – Opportunity to Justify a Positive Test Result

1. When the laboratory has confirmed a result as positive, and has reported this result to the Agency, the employee donor shall be provided an opportunity to justify the result based on the medical history. When the Agency medical personnel determine there is a legitimate reason for the presence of the identified drug, the test result shall be identified as negative and be recorded by the Agency as if the laboratory reported it as negative.

2. Regardless of state or local law, the Agency may not accept a prescription or the verbal or written recommendation of a physician for a Schedule I substance as a legitimate medical explanation for the presence of a Schedule I drug or metabolite in a Federal employee or applicant specimen.

Section 27.9 – Testing by Laboratory of Employee's Choice

1. An employee may request that the Agency retest the original sample within seventy-two (72) hours following notice that a result has been determined positive. This employee safeguard consists of a retest of the original specimen at a second Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory selected by the employee and at the employee's expense.

2. If the retest fails to confirm the presence of the previously identified substance, the Agency will submit a sample for a third test, at the Agency's expense, and agree to abide by the majority result.

Section 27.10 – TDP Categories of Testing

1. Drug use testing shall be done in these categories:

a. Pre-employment. All applicants are to be notified of the Agency's drug testing program, and notification of drug testing is to be posted on vacancy announcements. Applicants tentatively selected for employment with the Agency shall be required to submit to urinalysis drug screening prior to appointment to any Agency position. The applicant is not to be notified of the actual date and time of the drug test. Positive results which cannot be justified by the presence of a prescription drug shall preclude the applicant from any further consideration. If an applicant has entered on duty before positive results are confirmed, and has denied drug usage during the Pre-Employment Interview, action shall be taken to separate the employee.

b. Random. The random testing selection pool shall include all employees occupying TDP's.

c. Reasonable suspicion. The Agency may require that a toxicology test be conducted on the basis of a reasonable suspicion of substance abuse, as follows:

(1) Application: All employees may be tested for suspicion of on-duty use or impairment, and employees in a TDP may be tested for suspicion off-duty use or impairment, in accordance with the following criteria:

i. Facts and circumstances known warrant a rational inference that a person is abusing drugs or alcohol; or,

ii. Suspicion is supported by evidence of specific, personal observations concerning job performance, appearance, behavior, speech, or bodily odors of the employee; or,

iii. If based on hearsay evidence, there is corroborative evidence from a manager or supervisor with training and experience in the evaluation of drug-induced impairment.

(2) Procedure: If an employee is suspected of substance abuse or impairment by drugs or alcohol, the appropriate Agency representative shall gather all information, facts, and circumstances leading to and supporting that suspicion, and report that information to the LRO. The LRS or his or her designated representative shall assist the supervisor in determining if there is sufficient evidence to substantiate reasonable suspicion and, document the specific facts and circumstances that led him or her to believe that the employee is, or has been, using drugs illegally or is currently impaired by drugs or alcohol. That documentation shall include, at a minimum:

i. The appropriate dates and times of reported drug- related or substance abuse impairment incidents;

ii. Reliable/credible sources of information or corroborating information; and,

iii. The type of testing and rationale leading to the test.

Note: A subsequent report shall be prepared to document the test result and the action taken regarding the employee.

(3) Specimen Collection:

i. Notification. When grounds for reasonable suspicion have been established, the Agency shall ensure that:

A. The employee is notified that he or she is required to submit to a toxicology test based on reasonable suspicion of illegal drug use or alcohol/drug impairment. The suspected employee shall be explicitly ordered to submit to a reasonable suspicion toxicology test in the presence of a witness;

B. The trained specimen collector is notified; and

C. An employee is assigned to accompany the suspect employee to the appropriate collection site.

d. Post-accident or Unsafe Practice: An employee filling a TDP may be subject to drug testing if he or she appears to have caused or contributed to a work-site accident resulting in death or personal injury requiring immediate medical treatment, or property damage that results in a Financial Liability Investigation of Property Loss (FLIPL):

(1) If the accident involved the operation of a qualifying commercial motor vehicle, then post-accident testing may be required under the authority of the Department of Transportation, Federal Highway Administration (DOT/FHWA).

(2) Testing. Based on satisfaction of the above criteria, the immediate or higher-level supervisor may arrange for this type of employee drug test. The Agency may further restrict the level of authority required for post-accident testing.

(3) Rationale. When testing is conducted as a result of a work-site accident, the individual requesting the test shall detail in a written report the basis of the decision to require a drug test. The written report shall include, at a minimum, the:

A. Date and time of the reported accident;

B. Circumstances surrounding the accident;

C. Rationale for perceived appearance that the employee may have caused or contributed to the accident; and,

D. Documentation of the order to require a drug or alcohol screen.

(4) Having determined that a drug test is warranted, the Agency shall conduct a post-accident employee toxicology screen. The Agency shall be responsible for ensuring that the employee is notified of the required drug test, and that the individual clearly understands the requirement to submit to a post-accident toxicology screen.

(5) Specimen Collection. Tests ordered under this provision are to be collected as soon as possible after the accident; however, the drug test shall not interfere with Section 27.2, or the provision of required medical treatment. In the event the employee is tested during the course of medical treatment, the Agency may require the employee to consent to the release of the test results to the Agency. Should the employee refuse consent, the Agency may consider this a failure to cooperate with an administrative investigation. The employee shall be given the same privacy and safeguards provided under the reasonable suspicion category of testing.

e. Post-treatment – EAP. An employee may be subject to follow-up testing after completing a drug-related treatment program required by the Agency. Follow-up testing shall be conducted without notice or regularity and may continue for twelve (12) months at the discretion of the Agency.

f. Voluntary. Employees not occupying a TDP are offered the opportunity to submit themselves for inclusion in the random testing program. Volunteers shall be subject to random testing as if they occupied positions deemed to be test designated.

Section 27.11 – TDP Reporting

1. Pre-employment testing. Applicant test results shall be reported to HRO.

2. Other testing. The Agency shall immediately notify the appropriate department of any positive employee test results, and any non-random selection (reasonable suspicion, post-accident, etc.) employee result. The results of negative random selection results shall not be reported except on request.

Section 27.12 – Confidentiality and Processing of Records

1. The Agency shall keep all positive employee test reports for a minimum of five years. All records and information of personnel actions taken on employees who tested positive shall be forwarded to the LRS. All drug testing information specifically relative to individuals is protected under the 1974 Privacy Act, 5 U.S.C. 552a, and shall be available to authorized individuals only on a "need-to-know" basis.

2. Patient records concerning employees are confidential and shall not be forwarded to the LRS. The EAP or other treatment source may disclose records only as authorized by 42 CFR Part 2, or upon the employee's written consent. With written consent, the patient may authorize the limited disclosure of those records to the Agency for verification of treatment or for a general evaluation of treatment progress (42 CFR 2.1 et seq. and 5 U.S.C. 552a).

Appendix A

Notice of Right to Union Representation During Investigations

DATE: _____

MEMORANDUM FOR: _____

1. In accordance with (IAW) Article 5, Section 5.4(2)(a)(3), and IAW 5 USC §7114(a)(2)(B), you have the legal right to request Union representation during any examination or questioning by a representative of the IL ARNG.

2. Should you exercise your right for Union representation, the investigation or questioning cannot continue until:

a. The Union representative is present (either in person or via teleconference);

b. You're advised of the subject and purpose of the interview; and,

c. You have had an opportunity to consult in private with the Union designated representative.

3. Please indicate your selection below:

a. _____ I wish to exercise my right to Union representation.

b. _____ I do not want Union representation at this time. However, I reserve the right to invoke my right to Union representation anytime during the course of this investigation.

_____ _____
EMPLOYEE SIGNATURE DATE

4. Point of contact is the undersigned.

_____
AGENCY REPRESENTATIVE NAME

Telephone:

E-mail:

Appendix B

IL ARMY NATIONAL GUARD GRIEVANCE FORM PLEASE PRINT CLEARLY		
Employee Name		Employee Telephone
Duty Location		Work Section
Grievance Narrative (please include Article and Section of CBA that applies)		
Proposed Resolution		
Union Representation ☐ Employee Request Union Representation ☐ Employee Waives Union		
Employee Signature		Date
Step 1		
Date Submitted	Response Date	Management Representative Name/Position
Resolved (attach justification) ☐ YES ☐ NO		Management Representative Signature
Step 2		
Date Submitted	Response Date	Management Representative Name/Position
Resolved (attach justification) ☐ YES ☐ NO		Management Representative Signature
Step 3		
Date Submitted	Response Date	Management Representative Name/Position
Resolved (attach justification) ☐ YES ☐ NO		Management Representative Signature

- If the grievance is not resolved at Step 3 the Parties may invoke arbitration.
- Only the Union or the Agency may invoke arbitration.

NEGOTIATED AGREEMENT

BETWEEN

THE ADJUTANT GENERAL, ILLINOIS

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

SIGNED May 28, 2020

Signature below signifies agreement to the language contained herein for presentation to the Department of Defense for agency review and approval. Changes as required will require further agreement.

FOR THE AGENCY: FOR THE UNION:

[redacted]

Approved by the Department of Defense on June 18, 2020

Agreement Effective Date June 28, 2020