



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**ASSOCIATION OF CIVILIAN TECHNICIANS 106
SPRINGFIELD AIR NATIONAL GUARD**

AND

THE ADJUTANT GENERAL OF ILLINOIS

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ARTICLE 1
GENERAL PROVISIONS

1.1 AGREEMENT

a. Pursuant to the policy set forth in 5 CFR Chapter 71, this CBA sets forth the respective roles and responsibilities of the Parties, and procedures and methods that govern the working relationship between the Parties.

b. The following articles constitute an Agreement by and between the Adjutant General (TAG), who, as the duly authorized representative of the Agency, provides the Statutory function of employing and administering National Guard employees (T32 and T5) of the Illinois National Guard, referred to as the “Agency,” and Springfield Air, Chapter 106 of the Association of Civilian Technicians (ACT), the exclusive representative of all employees in the bargaining unit, referred to as the “Union.” Together, the Agency and the Union constitute the “Parties.”

c. All provisions in this Agreement that refer to duties or responsibilities of specific supervisors, managers, or organizational elements are intended as a guide as to how to handle a particular situation. The Agency retains the discretion to determine which personnel and/or organizational elements will perform the work. The Union retains the discretion to bargain procedures and appropriate arrangements relating to the impact on working conditions where applicable.

1.2 MUTUAL COVENANTS

a. This Agreement identifies the mutual covenants of the Parties, which have the intention and purpose to:

(1) Promote and improve the efficient administration and operation of the Springfield ANG and the well-being of its employees within the meaning of 5 CFR §71.

(2) Provide for the highest degree of efficiency in the accomplishment of the mission of the Agency.

(3) Establish a basic understanding relative to personnel policy, practices, and procedures, and matters affecting other conditions of employment within the jurisdiction of the Adjutant General (TAG).

(4) Provide means for amicable discussion and adjustment to matters of mutual interest.

(5) Promote employee communications and information of personnel policy and procedures.

(6) Promote systematic labor-management cooperation.

(7) Facilitate the adjustment of grievances and disputes.

(8) Provide for both Parties' participation in the development and implementation of the procedures and methods that will govern the working relationship between the Parties.

ARTICLE 2
BARGAINING UNIT AND APPLICATION

2.1 BARGAINING UNIT

a. It is recognized by the Agency that the Association of Civilian Technicians has been designated and elected by a majority of the employees of the above-named Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of title 5 of the U.S.C., the said organization is the exclusive representative of all the employees in such unit.

1. INCLUDED: All Wage Grade and General Schedule employees employed by the Illinois Air National Guard Base at Capital Airport, Springfield, Illinois.

2. EXCLUDED: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7). Any changes to the bargaining unit, after the effective date of this Agreement, will be through mutual consent or a FLRA certification of unit.

2.2 APPLICATIONS OF THE CBA

a. This Agreement, to include all articles herein, is applicable to all bargaining unit employees, whether union members or not. The 183rd Labor Relations Representative will be the point of contact for Agreement issues.

ARTICLE 3
EMPLOYEE RIGHTS

3.1 EMPLOYEE'S RIGHTS - 5 USC §7102

a. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in 5 USC §71, such rights include the right to act for the labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of the Agency and other officials of the executive branch of the Government, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

3.2 EMPLOYEE PARTICIPATION

a. Employees wanting to join the Union will submit written authorization for the payment of dues through payroll deductions as specified in this Agreement. Nothing in this Agreement shall require an employee to become or remain a member of the Union, or to pay money to the Union.

b. The Agency recognizes the right of employees to organize and express their views collectively or refrain from such activity, that collective employee participation in the formulation and implementation of personnel policies affecting the employees contribute to the effective conduct of operations and the efficient administration as well as the well-being of its employees, and requires that orderly and constructive relationships be maintained.

3.3 EMPLOYEE'S RIGHT TO REPRESENTATION

a. An automated email will be sent out via MyBiz and the RD/designee will send out base-wide e-mails annually to remind supervisors and employees of their Weingarten Rights under the National Labor Relations Act.

3.4 OTHER EMPLOYEE RIGHTS

a. The Union will not discriminate against an employee with regard to the terms or conditions of membership in the Union on the basis of race, color, creed, national origin, sex, age,

political affiliation, marital status or handicapping condition.

b. Employees shall not be required to participate in any voluntary programs.

c. In situations where a bargaining unit employee is being questioned by an Agency representative in preparation for a proceeding before a third party, like arbitration, where the Union is either a party to the proceeding or acting as a representative, the Agency representative must comply with the following safeguards to mitigate the potentially coercive effects of the situation in order to protect the employee's rights under 5 USC §71:

- (1) Inform the employee who is being questioned of the purpose of the questions.
- (2) The questioning must occur in a context which is not coercive in nature.
- (3) The questions must not exceed the scope of the legitimate purpose of the inquiry or otherwise interfere with the employee's statutory rights.

ARTICLE 4
MANAGEMENT AND UNION RIGHTS

4.1 MANAGEMENT RIGHTS – 5 USC §7106

a. Subject to 5 USC §7106, nothing in this Agreement shall affect the authority of any management official of the agency, and IAW applicable laws:

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency;

(2) 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;

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

(4) to make selections for appointments/positions from among properly ranked and certified candidates for promotion or any other appropriate source; and

(5) to take whatever actions may be necessary to carry out the Agency mission during emergencies.

4.2 NEGOTIABLE MATTERS – 5 USC §7106(B)

a. Nothing shall preclude the Parties from negotiating:

(1) procedures which management officials of the Agency will observe in exercising any authority under this section; or

(2) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

4.3 EXCLUSIVE REPRESENTATIVE

a. The Union is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering, all employees in the bargaining unit. ACT is a national union and ACT national representative(s) also are authorized to represent the bargaining unit (at no cost to the Agency). If a national representative will be acting on behalf of the Union or a Union member, the Agency must be notified in writing as soon as possible (a minimum of fifteen (15) working days for any hearing).

4.4 UNION REPRESENTATION RIGHTS

a. Subject to 5 USC §7114, the Union retains the following rights:

(1) A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to union membership.

b. The Agency agrees to provide the Union the opportunity to be represented at:

(1) Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment

(2) Any examination of an employee in the unit by a representative of the Agency in connection with an investigation if:

A. the employee reasonable believes that the examination may result in disciplinary action against the employee; and

B. the employee requests representation.

4.5 CONTRACT ENFORCEMENT

a. The Parties recognize the joint responsibility for the administration and enforcement of this Agreement.

4.6 SUPERVISOR/ BARGAINING UNIT MEMBER TRAINING

a. The Parties will jointly brief both supervisory and bargaining unit personnel as to the provisions of this Agreement shortly after it becomes effective. Recurring training for supervisory personnel will be the responsibility of the Agency and bargaining unit training will be the responsibility of the Union.

ARTICLE 5
MISCELLANEOUS

5.1 CONTRACT DISTRIBUTION

a. The Agency will post the effective version of the Agreement on the Remote Designee SharePoint page to be available for all employees.

5.2 GENDER REFERENCES

a. It is agreed that for the purpose of this Agreement, reference to the word "he/his" is intended to include both the masculine and feminine genders, unless otherwise specifically addressed therein.

5.3 INTERNAL UNION BUSINESS

a. Internal union business such as soliciting membership, collecting dues, electing officers, meetings, and posting and distributing literature will be conducted during non-duty hours of the employees involved. For the purposes of this Article, non-duty time is any and all free time of the employee during the work day such as: lunch periods, break or rest periods, annual leave and compensatory time.

ARTICLE 6

PERTINENT INFORMATION TO AGENCY AND UNION

6.1 AGENCY INFORMATION

a. The Union receives HRO newsletters via RD or designee base-wide emails sent to current employees. Policies and directives of the agencies (OPM, NGB, TAG, IL HRO, and Air Commander) are made available during normal duty hours on the Wing intranet. Published policies (i.e. TAG, Air Commander, etc.) affecting conditions of employment will be made available to the Union.

6.2 BARGAINING UNIT EMPLOYEE LISTING

a. A list of bargaining unit member names and positions will be provided by LRO to the Union quarterly upon request.

6.3 REPRESENTATIVE TITLE

a. The Agency agrees to address Union representatives by their civilian title during the period they are performing representational duties. All correspondence from management concerning labor management issues will be addressed to the Union representative with their civilian title. Military titles will not be used to address Union representatives during the performance of their representational duties or when receiving correspondence from management.

6.4 EMPLOYEE TITLE

a. Title 32 Technicians and Title 5 Employees are collectively referred to as ILNG Employees by the Agency.

6.5 TELEPHONE USE

b. The Agency agrees to allow reasonable use of government telephones for employees receiving and making personal calls according to DoD and Air Force regulations. Employees will not cause the Agency to incur long distance toll charges. Cellular phone calls must be made/received in an unrestricted area (according to published base instructions/policies).

6.6 FACILITIES

a. Union and the Agency agree to work together to identify and/or establish break facilities, locker rooms (where needed), and restroom facilities. HVAC will be set to comfortable temperatures for working conditions and may be adjusted upon request and within applicable regulations.

6.7 PARKING AREAS

a. The Agency will provide a parking area for all employees with an area set aside for motorcycles and medically disabled employees. Special parking places (AOY, Commander, etc.) will be agreed upon.

6.8 COMPUTER USE

a. Employees will be allowed to use Agency computers and the internet to view personal and job related information related to their employment during normal work hours if it does not interfere with work or if required for employment as well as during any free time, break time, lunch time, etc.

ARTICLE 7
UNION SHOP STEWARDS

7.1 SHOP STEWARDS

a. The union shop steward is an official Union representative. The supervisor of the section concerned will consult with the steward designated for an area on any matter that will affect the conditions of employment of the employees within that section. To the maximum extent practicable, the consultation will take place prior to any notification of the employees concerned. It is understood that the steward may speak for the employees of the section, but will not make decision on contractual intent. In the event there is no steward present in the section or building, the supervisor will contact the Union president or vice president.

7.2 ASSIGNMENT OF STEWARDS

a. The Union may designate up to seven (7) stewards as necessary, consistent with the obligation to provide representatives to the bargaining unit.

7.3 LIST OF OFFICERS AND STEWARDS

a. The 183d Labor Liaison and HRO will be furnished with a complete list of officers and stewards and their designated areas after each election and quarterly upon request. This list will include the names and duty phone numbers of all officers and stewards.

7.4 ASSIGNMENT OF STEWARDS WHILE TDY

a. The Union will notify the Labor Liaison and LRO of any temporary steward appointments and their duration via email.

ARTICLE 8

USE OF / ACCESS TO FACILITIES AND SERVICES

8.1 GENERAL

a. 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). The Union shall comply with all security rules applicable to the IL ANG. Requests for a meeting facility will be coordinated by the Union with the Agency through the LRO as early as possible prior to use, and will otherwise utilize the procedures for other organizations requesting to utilize available space.

b. Union officials who are Agency employees, may use Agency communication equipment when conducting official Union business with the Agency. Union officials/stewards may also request, on a space available basis, the temporary use of private space for official representational discussions with Agency employees. The Union is not authorized the use of federal government equipment or supplies except as provided in this Agreement.

ARTICLE 9
UNION DUES PAYROLL DEDUCTION

9.1 WITHHOLDING FORM

a. The standard form SF1187 for dues deduction will be supplied by the Union and will be used as the authorization of payroll deduction for dues.

9.2 PROCESSING

a. The Union will give the completed standard form to the RD and Comptroller.

(1) The standard form will be completed and certified as to the amount of withholding (the current percentage of base pay) and that the member has been advised of the contents of the form.

(2) The standard form may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the Civilian Pay Office. Adjustments to dues allotments will occur within two pay periods whenever the members' rate of base pay changes.

b. An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the labor organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the labor organization.

(1) In circumstances where an employee is temporarily promoted or detailed to a position outside of the bargaining unit the employee will be responsible for the termination of dues beginning the first full pay period following the effective date of the promotion/detail.

(2) The Union agrees to provide the LRO with SF form 1187 when requested

(3) It is the employee's responsibility when temporarily assigned outside the bargaining unit to maintain dues payments, if the employee so desires, in order to protect Union associated insurance's, or other Union benefits.

9.3 DUES REVOCATION

a. Employees are required by 5 USC 7115(a) to remain on dues withholding for at least one year once they enroll. After their one-year anniversary date, employees may submit a request to cancel their dues withholding at any time thereafter. SF 1188 is available online at <https://www.opm.gov/forms/standard-forms>:

(1) The employee will return the completed standard form to the Comptroller Flight.

(2) The RD shall date and initial all copies of the standard form upon receipt from individual. The second copy of the standard form shall be forwarded by the RD to the labor organization within three working days after receipt of the signed form from the employee

ARTICLE 10
TAXPAYER-FUNDED UNION TIME
FOR EXCLUSIVE REPRESENTATIVES

10.1 TAXPAYER-FUNDED UNION TIME/OFFICIAL TIME

a. Taxpayer-Funded Union Time (TFUT), will be made available, without loss of annual leave, during normal duty hours for Labor Organization representatives where it is agreed to be reasonable, necessary, and in the public interest. TFUT under this Article, shall include all representational functions permitted by law, consistent with 5 USC 71, subject to availability, and not to exceed 25% of their annual tour of duty. Any difficulties in this area will be discussed in a Union/Management consultation meeting.

10.2 RECOGNITION AND REPORT OF UNION OFFICIALS/STEWARDS

a. State, regional, and activity representatives recognized by the Labor Organization in accordance with this Article shall be recognized by Management as the exclusive representatives for the bargaining unit employees and shall be entitled to the use of TFUT under the provisions of this Article. No other employee shall be entitled to such use of TFUT except as specifically authorized by this Agreement and by law, i.e. for representational purposes. The Labor Organization shall provide upon request to the ILNG Labor Relations Office (LRO) in writing, the name, title, and phone number of the Labor Organization's representatives who are authorized to use TFUT as provided in this Article. The recognized list shall be updated as needed when changes occur.

10.3 GRANTING OF TAX-PAYER FUNDED UNION TIME/OFFICIAL TIME

a. TFUT will be granted to Union Officials in the following manner:

(1) 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. The Labor Organization representatives will obtain permission from their immediate supervisor utilizing the procedure below, prior to leaving their assigned area. The supervisors in coordination with the LRO is responsible for authorizing the use of TFUT. If the labor official/steward'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 representative for only the length of time that the mission requires the presence of that representative. Any reschedules of TFUT will be in written form, if requested, by the Union official.

A. Planned requests (advance notice of 5 days or more) are submitted by the Union representative to the Union president or designee and supervisor for initial review utilizing the NGIL 53. Once reviewed and approved based on mission requirements the Union president or designee submits to LRO via email group box. LRO will review, validate and forward request to supervisor, Union representative, Union president and/or designees.

B. Immediate requests (notice less than 5 days), the Union representative will notify the supervisor in person/verbally then email the LRO via email group box, and copy the immediate supervisor or designee and the Union president/designee. If the supervisor does not comment on mission requirements, the LRO will review and reply to all with a conditional approval. The NGIL 53 will be submitted as soon as feasible to document the TFUT. If documentation is not timely submitted the approval may be rescinded.

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

D. Quarterly, the LRO and Union should review the utilization of TFUT.

(2) 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.

b. In the event TFUT is not approved, the NGIL 53 will be annotated with the justification for disapproval. Union officials may request annual leave and/or leave without pay, to conduct Union business or representational duties or may do so during non-duty time.

c. Any travel or other expenses associated with performing representational duties will be the responsibility of the Union.

d. A Union representative desiring to discuss a work-related matter with an employee shall obtain permission from the employee's supervisor in advance before interrupting the employee's work. If because of duty or mission it is not practical to release the employee at that time, the supervisor shall reschedule an alternate time as soon as possible. Union officials and

representatives will notify their supervisor upon departure for their approved representational activity and report back to his supervisor at the completion of their representational activity prior to returning to work. Unless approved otherwise, representatives will normally return to the duty location prior to the end of the duty day.

e. An employee seeking to discuss an appropriate matter with a representative shall obtain his supervisor's permission. If because of mission it is not practical to release the employee, the supervisor shall reschedule an alternative time as soon as possible. At completion of the representational discussion, the employee will report back to his supervisor prior to returning to work.

10.4 OFFICIAL/STEWARD TRAINING

a. 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. For the purpose of training, the Union may request reasonable amounts of TFUT in advance, and the agency may approve if the training is determined to be reasonable, necessary, and in the public interest. If such TFUT is not approved, the Union may request to attend in annual leave or leave without pay.

10.5 CIVILIAN ATTIRE

a. Union representatives are not required to wear the military uniform while performing representational functions or other Union activity related functions. They are permitted to wear business casual attire, which includes nice slacks and a nice shirt. It does not include shorts, T-shirts, or shirts with slogans (other than an ACT logo). These functions include but are not limited to:

- (1) While engaged in negotiations of any kind with agency representatives;
- (2) Union training;
- (3) Labor/management meetings with Agency representatives;
- (4) Labor/management seminars or training conducted at commercial facilities
- (5) When representing the Union on committees, at hearings, or at third-party proceedings;
- (6) Performing representational duties on behalf of bargaining unit members, to include OSHA inspections, investigation of complaints, etc.

ARTICLE 11
WAGE-BOARD COMMITTEE REPRESENTATION

11.1 UNION PARTICIPATION

a. The Agency recognizes the value of the contributions that can be made-by its employees in developing wage policies and in conducting wage surveys and will continue to seek the benefits which accrue from keeping the employees informed on wage matters. Opportunity will be afforded to the Union to make comments, suggestions, and recommendations pursuant to the development of wage policy.

b. The Agency agrees to notify the Union promptly after receipt of a notification of a pending wage survey from DOD. The Agency further agrees that representatives of the Union, if requested by the Local Wage Survey Committee, through the Agency, will participate IAW 5 CFR §532. Time required to perform required duties will be in a duty status. Civilian attire is authorized.

c. When requested to do so by the Area Wage Survey Committee, the Agency will notify the Union. The Union will nominate representatives to serve on the Area Wage Survey Committee on the basis of their qualifications to assist in the collection of wage data. It is agreed that due consideration will be given to selecting bargaining unit members who have the necessary job experience and who meet the required qualifications as data collectors, as outlined in the OPM instructions. In the event the Illinois National Guard is not the Lead Agency, representatives of the Union shall, in any event, be afforded time to meet with and discuss overall concerns with personnel conducting the survey.

ARTICLE 12
NEW EMPLOYEE COUNSELING PROCEDURES

12.1 PROCEDURE

a. The Parties will establish procedures to assure that a new employee will be counseled on all aspects of employment within one pay period after the effective date of employment. It is agreed that a Union representative will be afforded time to meet with the new employee. During this initial processing, which is expected to take less than 10 minutes, the Union representative does not need to be on TFUT. Additionally, such counseling is limited to conveying information concerning condition of employment and not on employee's duties or responsibilities. During this initial processing, the Union representative is not allowed to solicit Union membership during the allotted time with the new employee. The solicitation of Union membership must be performed when employees are in a "non-duty status".

12.2 CHECKLIST

a. A checklist will be used to cover all items about which each new employee must be made aware. The new member will be given a personal copy of any signed forms. After the employee has been counseled, the employee will sign the checklist and it will be filed by the RD as a temporary document. A copy will be given to the new member.

12.3 NOTIFICATION

a. The Labor Liaison and Union will be notified by the RD or designee by e-mail of all new bargaining unit employees, not to exceed one pay period after new employee counseling.

ARTICLE 13
WORK REQUIREMENTS

13.1 REQUIRED CLOTHING

a. IAW 32 USC Chapter 709(b) (4), “While performing duties as a military technician (dual status), wear the uniform appropriate for the member’s grade and component of the armed forces.”

b. The Agency will provide to each dual-status bargaining unit employee ALL items of clothing that law or the Agency requires the employee to wear during working hours. The Agency will provide alternative or additional clothing subject to regulations or policies. The Agency will provide each item in the proper size and ready to wear, with all appropriate rank insignia, patches, and any other required or permissible clothing attachments properly sewn when applicable. All required pins, patches, decorations, accoutrements, and accessories will be provided by the Agency. Employees waiting for adjudication of disability retirement after military discharge, must adhere to the appropriate dress code

13.2 REPLACEMENT CLOTHING

a. The Agency, at no cost to employees, will replace items referenced in paragraphs 13-1 if the items become unsatisfactory due to deterioration, damage, soiling, or contamination that cannot be removed by cleaning, or employee change in size, change in rank, change of name, awards or other. Issue will follow the same requirements as AFI.

13.3 NO-HAT/NO-SALUTE AREA

a. The Agency, based upon safety considerations and with Union input, will identify no hat/no salute areas for the installation. Areas will be outlined via local “Wing policy”.

NOTE: All clothing requirements stated in this article are subject to the Agency’s availability of funds.

ARTICLE 14
BASIC WORK WEEK – HOURS OF WORK

14.1 ADMINISTRATIVE WORK WEEK

c. The administrative workweek is established as Sunday through Saturday with Sunday as the first day.

14.2 BASIC WORK SCHEDULE

a. The Agency establishes the basic work schedule.

14.3 SHIFT CHANGE NOTIFICATION

a. Employees will be notified no less than seven calendar days in advance of a shift change. Work shift changes will be posted, in each work area, no less than seven calendar days in advance. Assignments to shifts and tours of duty will be accomplished in accordance with 5 CFR 610.121. A situation which imposes immediate and unforeseen work requirements as a result of natural phenomena or mission related circumstances beyond the agency's reasonable control or ability to anticipate, or the Agency determines that the activity would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the Agency is excluded from the seven calendar day notice requirement.

NOTE: Frequency of night shifts will be driven by mission requirements. The Parties will discuss impact and implementation of work schedule changes.

14.4 CLEAN-UP TIME

a. Management agrees to allow up to a 20-minute period immediately preceding the lunch period and at the end of each workday to permit employees engaged in work involving dirty, toxic, or hazardous substances, for work area, personal clean-up, and tool and equipment turn in.

14.5 BREAK AND LUNCH TIMES

a. One fifteen (15) minute break period is authorized for each four (4) hour period of continuous work. Each employee is authorized one-half (1/2) hour of duty free time for a lunch break each day. The lunch periods will normally be scheduled between 1100 and 1300. All

bargaining unit members will be allowed to use any thirty (30) minute period within this time frame, subject to mission requirements and supervisor approval.

b. It is understood that unscheduled events may disrupt this time, but this should not be a continual (normal) practice. Shift workers will typically be allowed their thirty (30) minute lunch break midpoint in their shifts.

c. Employees scheduled to work through their normal scheduled lunch period will have the option to reschedule the lunch period or take a lunch break of 20 minutes or less within close proximity to their work station and be available for work assignments. If rescheduled lunch period is not taken, one-half hour of compensatory time will be granted to the employee in accordance with applicable governing directives.

d. Management will make every effort to coordinate the workload to allow the uninterrupted lunch break.

14.6 PREMIUM PAY

a. All shift, holiday and Sunday premium pay will be paid as authorized by law, regulation or CFR.

ARTICLE 15
POSITION DESCRIPTION, AND ADDITIONAL DUTIES

15.1 POSITION DESCRIPTION

a. A Position Description (PD) is a written record of the major duties and responsibilities assigned to an official position before an employee may be employed or assigned. A well-designed position has clearly defined duties, authorities, responsibilities and provisions for supervisory control and requirements. When a new or revised PD is implemented, the affected employee(s) will receive a copy. The RD or designee will afford access to the position descriptions to the Union, upon request.

15.2 OTHER DUTIES AS ASSIGNED

a. If unrelated duties are assigned on a routine basis a desk audit can be requested and the PD may be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation, or this Agreement.

15.3 ADDITIONAL DUTY

a. The Agency will exercise its efforts in good faith, subject to requirements of efficient operations, technical qualifications and workload, to assign additional duties equally among the workforce. It is understood that management maintains the right to assign work.

15.4 MEDICAL REASSIGNMENT

a. If an employee is unable to perform all or part of their assignment duties, he/she may voluntarily request reassignment to another position, if a compatible position is available. A medical certificate, giving full evidence of physical/mental condition of the employee, the need for reassignment and the current abilities and qualifications of the employee to perform other duties will accompany the request. Assignment to another position is not guaranteed.

15.5 ON-THE-JOB INJURY OR ILLNESS

a. Filing Procedures - Employees should report to their supervisor immediately all injuries or illnesses which occur on the job, no matter how minor. The supervisor, with the employee, shall insure proper procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it shall be the Agency's responsibility to initiate required procedures as soon as they are aware an incident has occurred

b. Light Duty - Employees who are temporarily unable to perform their regularly assigned duties due to a work related injury or illness, may be assigned light duty appropriate for their physical condition, and if light duty is available.

ARTICLE 16
DETAILING OF EMPLOYEES

16.1 GENERAL

a. A detail is an official personnel action temporarily assigning an employee to a different established or pending position for a specified period of time, with the employee returning to the original position at the conclusion of the detail. Details are intended to meet temporary emergency workload situations, absences of employees, pending authorization and classification of new positions or other types of operational manpower needs that cannot be met by normal personnel placement actions.

16.2 PROCEDURE

a. Management realizes and acknowledges that details of employees out of their specialty must be used in a judicious manner. Therefore, the following procedures are established along with published guidance:

(1) Qualified volunteers for details will be sought and accepted before non-volunteers are assigned

(2) When an inadequate number of qualified employees volunteer for a detail, the Agency agrees to rotate the assignment among the qualified individuals in the area of concern with consideration of the reverse seniority list.

(3) To the extent possible the Agency agrees to fill all employee position vacancies that may impact bargaining unit members rather than use details

(4) It is recognized that there may be isolated instances when management cannot apply these procedures. In those instances, management agrees to explain the circumstances to the affected employees and to the Union

16.3 RECORDING OF DETAILS

a. Official details will be recorded on a Form SF 52 and uploaded into the employee's Electronic Official Personnel File (eOPF).

16.4 TEMPORARY PROMOTION

a. When the Agency requires the duties of a higher grade position, or one with known promotion potential within the bargaining unit, to be performed for a period greater than 30 days, the assignment will become a temporary promotion, and the employee will be compensated at the higher rate of pay.

b. An SF 52 will be submitted and approved no later than 11 work days prior to the first working day of the temporary promotion. If the temporary promotion is to last for a period of 120 days or longer it will be filled competitively and the Merit Promotion Article procedures will be utilized.

ARTICLE 17

JOB PERFORMANCE STANDARDS AND PERFORMANCE RATING

17.1 GENERAL

a. The Parties recognize the vital nature of the performance evaluation process to the entire bargaining unit work force. Therefore, the performance evaluation system will be IAW law, rule, regulation and the CBA. The effectiveness of the performance evaluation system is a combined responsibility of each employee and their supervisor. Therefore, performance standards shall be objective and uniformly applied for like duties in like circumstances and shall be reasonably related to the duties set forth in the position description

17.2 PROGRESS REVIEW

a. Progress Review for bargaining unit positions will be made face to face, when possible, with the employee. It is encouraged to take place sometime during the fifth to seventh month of the Performance Evaluation period.

17.3 PERFORMANCE EVALUATION

a. It is the responsibility of the Agency to ensure the timely completion of both the job standard and the performance evaluation. The employee may question the appraiser on any aspect of the appraisal and appraisal process. If the employee experiences a problem in receiving a timely performance evaluation or has questions about any aspect of the performance evaluation process, that employee is entitled to bring the matter to the supervisor's attention. If needed, the supervisor may direct the employee for another source for information (RD, HRO, etc.).

17.4 APPRAISALS OF UNION OFFICIALS

a. The time spent by Union representatives in the performance of their representational duties will not be taken into account when accomplishing a performance appraisal. Rather, the performance appraisal will be based solely on performance of their officially assigned work.

17.5 JOURNALING

a. Based on mission requirements, an employee will be given sufficient time and access to record details of work that would improve his appraisal. This would be in connection with the PAA online.

ARTICLE 18
TEMPORARY DUTY (TDY)

18.1 GENERAL

a. A TDY will be announced as soon as information on the assignment is available. Management officials will notify the Union of a pending TDY as soon as the requirement is identified. Selection of employees for temporary duty assignments will be based upon official necessity and qualifications of the individual to best perform the mission required without regard to sex, race, religion or national origin. So far as necessary in the full performance of their position duties, employees are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty station. The Agency agrees to attempt to ensure that problems created by TDY assignments will not cause an adverse effect to the individual employee. Information on the assignment will be made known on a continuing basis to the affected employee(s), as it becomes available.

18.2 ASSIGNMENT OF QUALIFIED EMPLOYEES

a. Management will determine what qualifications are required based on the mission requirements of a particular TDY assignment. Qualified volunteers for a TDY may be solicited before non-volunteers are assigned. When no volunteer(s) or an inadequate number of volunteers are available management may make selection(s) of qualified personnel based on reverse seniority (TSD). When an individual is selected based upon reverse seniority to go TDY, the supervisor will adjust the seniority TDY list accordingly.

18.3 STATUS

a. If preference of status is available, required leave status will be in accordance with Article 18 of this Agreement.

18.4 MODE OF TRANSPORTATION

a. In accordance with the Joint Travel Regulations (JTR) bargaining unit employees will use the method of transportation administratively authorized on travel orders as most advantageous to the Government. Any additional cost or time resulting from use of a method of transportation other than specifically authorized will be the employee's responsibility. Travel by privately owned

conveyance may be authorized when employees are engaged in official business. Travel by privately owned vehicles will not be directed but may be authorized at the Agency's discretion. When an employee uses a privately owned conveyance as a matter of personal preference while traveling, reimbursement will be in accordance with applicable regulations and JTR's. Compensatory time gained will not exceed that of which is granted to employee's traveling by government conveyance.

b. All travel on military aircraft shall be by those employees and persons authorized to do so under appropriate regulations and directives, which governs that type of travel.

c. An employee with a temporary medical certification that would create travel restrictions shall not be required to travel by any mode of travel, which will aggravate the condition. An alternative mode will be considered when possible.

18.5 TRAVEL VOUCHERS

a. The employee will submit a travel voucher through the Defense Travel System (DTS) within five workdays after completion of travel. The filing of travel vouchers and time spent obtaining per diem/travel arrangements may be accomplished while on duty status. The supervisor will work with the employee to make sure all required forms are completed.

18-6 WORK SCHEDULES

a. A proposed work schedule and schedule of events for the TDY will be posted as soon as requirements are known by Agency. Employee work schedules should reflect known work requirements of the TDY. Work schedules will not be adjusted to avoid charging of military leave.

18-7 WORKING CONDITIONS

a. Subject to the Agency's availability of funds, the Agency agrees that adequate numbers of employees will support each TDY to ensure the health, safety, welfare, and morale of each employee. The number of vehicles available for employees deployed will be sufficient to ensure transportation needs are met to travel to and from the worksite, living quarters, and for break periods or meals. To the greatest extent possible, the number of seats will accommodate the number of employees.

ARTICLE 19

ENVIRONMENTAL DIFFERENTIAL PAY – HAZARDOUS DUTY PAY

19.1 GENERAL

a. The purpose of this article is to define the situations under which hazardous duty pay (HDP) and environmental differential pay (EDP) will be paid to employees. The EDP/HDP committee will use procedures and guidelines as established in 5 CFR §532 and 550.

19.2 EDP/HDP COMMITTEE

a. If required the Agency will establish a local committee within the Illinois ANG at the Abraham Lincoln Capital Airport in Springfield, Illinois which will meet on an annual basis and as required by the committee chairman. The purpose of the committee will be to conduct a review of local situations in order to determine the adequacy of coverage and to review the annual expenditures for EDP/HDP. The committee will be comprised of representatives from management, a representative from the labor organization and an alternate. Subject matter specialists will not be a voting party during the final determination of an EDP decision.

ARTICLE 20
HEALTH, SAFETY, AND WELFARE

20.1 GENERAL

a. The Parties agree to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well-being of employees. Rules, laws, and regulations related to safety shall be available to all employees/departments and shall be followed. It is acknowledged that certain tasks necessarily performed involve a varying degree of hazard. The types of employees normally assigned to perform hazardous tasks shall be those who have received appropriate briefings, instructions, training, or schooling pertinent to the hazardous task to be performed.

20.2 OCCUPATIONAL SAFETY AND HEALTH COUNCIL

a. The Occupational Safety and Health (OSH) Council has been established to provide a forum for discussion of OSH problems and to make recommendations to the Commander on OSH related matters. The Council will meet at least quarterly to discuss OSH problems and to resolve Hazard Reports (documented on AF Forms 457), that are not resolved at a lower level. Union representatives may be present during discussions of employee-oriented or Union submitted Hazard Reports.

20.3 WORKERS' COMPENSATION

a. Employees shall immediately report job connected injuries or illness to their supervisor. In the event of a worker's compensation claim, Management will advise the employee as to their rights and obligations under the Federal Employees Compensation Act. The Agency will provide access to the required forms through the proper website(s). The Agency will address employee questions.

20.4 EXTREME TEMPERATURES

a. The Agency and the Union mutually recognize the hazards of working in extreme weather, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme weather. Extreme weather is described as heat, sunlight

(sunburn), cold, ice, rain, wind, lightning, etc. Management will provide notice to employees of extreme weather conditions and take appropriate measures to ensure employee safety, such as work rest cycles. It is acknowledged that it is the responsibility of each employee to insure the adequacy of clothing worn and to make full and proper use of all such protective equipment prior to venturing out into extreme weather. The Agency at no cost to the employees will furnish authorized foul/cold weather protective gear, pending availability of funds. The Union will be afforded the opportunity to make recommendations to the appropriate base instructions.

20.5 TDY SAFETY

a. When employees are sent TDY, full consideration will be given by the Agency to the method, the means, and the appropriate number of personnel utilized to insure both expeditious job accomplishment and safety of personnel.

20.6 SAFETY GLASSES AND PROTECTIVE CLOTHING

a. The Agency will provide, at no cost to the employees, protective safety eyeglasses to employees who are required to wear them. Employee requests for prescription safety glasses will be considered on a case-by- case basis upon furnishing a written request and justification to the Bio-Environmental Engineering office.

b. All issued safety glasses broken on the job will be replaced at no cost to the employee. All required protective clothing and equipment allowable by applicable regulations will be provided at no cost to the employee.

20.7 HAZARDOUS MATERIAL COMMUNICATION TRAINING PROGRAM

a. Hazardous material information and training will be made available IAW current DOD directives and AFOSH standards. All employees will receive the training required by the directives and standards regarding the hazards associated with chemicals used in their respective shops. Employees who handle, use, or are potentially exposed to hazardous materials in the course of official duties, will receive training on the specific hazards in their work area. This training will be conducted upon assignment to an initial work area assignment and whenever a new hazard is identified or introduced into a work area. All training will be properly documented to insure completion of required training. Safety Data Sheets (SDS) will be available to all supervisors, all

employees exposed to any chemical hazard, and/or the employee representative. The SDS will be on file in a known location and accessible to all employees. A list of all chemicals to which an employee is exposed will be available in the Bio-Environmental office upon the employee's request.

20.8 SAFETY SURVEY

a. A Union representative shall be afforded the opportunity to provide input to official safety surveys conducted by any agency or persons contracted by the Agency to conduct the surveys.

20.9 HAZARD REPORTING

a. A hazard may be reported by any person and may be submitted on any event or condition that affects safety. Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:

- (1) Ground operation and maintenance of aircraft, aircraft systems, and support equipment
- (2) Ground operation and maintenance of vehicles
- (3) Operation and maintenance of facilities
- (4) Training and education programs
- (5) Work environment

b. Hazards should be reported to responsible supervisors and the Base Safety Office so action can be taken. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, an appropriate hazard report will be prepared and forwarded to the section supervisor and the Base Safety Office. Hazard reports may be submitted by the Union, on behalf of bargaining unit members, to the supervisors and Base Safety Office.

c. An employee has the right to decline to perform an assigned task when there is a reasonable belief that, under the current circumstances, the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. In this instance, the employee must report the situation to his/her supervisor and, if not available, to the next immediately available higher-level supervisor and, if not available, to the Base Safety Office.

d. The Safety Office will review and evaluate the report IAW applicable directives.

NOTE: Applicable Safety Regulations are on file in the Base Safety Office and are available to all employees.

ARTICLE 21
LEAVE AND ABSENCE

21.1 GENERAL

a. The provisions of this article establish the basic leave policies. All leave will accrue and accumulate according to applicable laws and regulations. Employees are not required to have minimum balances. The Agency will make every effort to allow employees reasonable, appropriate and necessary leave. Employees who are dissatisfied with the administration of their leave may have the matter resolved under the established grievance procedure. If an employee elects to use an approved leave of absence, he must notify supervisor as soon as possible. Ordinary or routine work requirements will not preclude release of employee. The employee will be given a reason for disapproval and leave will be rescheduled. Any further details or conditions not agreed to in this CBA can be found in NGB and applicable ILNG guidance.

21.2 ANNUAL LEAVE

a. Annual leave is provided to allow every employee a period of relaxation and short periods of time off for personal and emergency purposes.

b. Annual leave will be administered within the scope of applicable regulations. Employees will make every effort to schedule annual leave as far in advance as possible. The Agency will make every reasonable effort to honor the leave requests of employees. The only basis for refusal of accrued annual leave is mission accomplishment. Ordinary or routine work requirements will not, alone, be sufficient justification to deny a leave request under this section. If leave is denied, the supervisor will provide the employee a reason for disapproval. The supervisor will then work with the employee to immediately reschedule the leave for another mutually acceptable date and/or time.

c. In situations of same day applications for future scheduled leave, where there are more employees requesting leave for a particular period than can be approved due to mission requirements, the employee(s) with the greatest amount of seniority, based on their Service Computation Date for Leave (found on the Employees Civilian Leave and Earnings Statement) will be given preference for leave approval.

d. In situations where an employee is unable to report for work on a given day, the employee shall make a request for annual leave as soon as possible, however, no later than 45 minutes following the duty start time of the employee for that day.

e. Annual leave will be charged to an employee's account in one-quarter hour (1/4) increments. Employees will be given every opportunity to use all "use-or-lose" annual leave that would otherwise be forfeited.

21.3 SICK LEAVE

a. Sick leave will be authorized only in bona fide cases and may be granted orally or may require acceptable evidence. It is the responsibility of the employee to have a conversation with the supervisor on what is allowable under published guidance. It is the responsibility of the supervisor to determine how sick leave is to be properly charged and annotated on the time and attendance sheets. Medical documentation may be requested for absences in excess of three consecutive days. Medical documentation may be required for lesser periods when there is reason or evidence to believe that sick leave is being abused.

21.4 MEDICAL

a. When the Agency suspects sick leave abuse or when the agency determines it is necessary, the Agency may require the employee to provide medical certification to substantiate a sick leave request for any duration.

b. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than seven calendar days after the date the agency requires such medical certification. If it is not practicable under the particular circumstances to provide the required evidence or medical certification within seven calendar days after the date requested by the Agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the agency requires such documentation. The employee can request additional time to provide documentation beyond the 30 days if necessary. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave. The employee's timekeeper must code

the employee as absent without leave (KC) until a medical certificate is presented. The employee's time and attendance record can be changed later to an approved leave status.

21.5 COMPENSATORY TIME

a. Compensatory time will be administered in accordance with published guidance.

b. The administration of any necessary overtime work is solely a function of the Agency. Factors which will be considered include: the nature of the work, the need for special skills, the priority of productive or support effort, and the numbers of employees required. Management may also consider qualifications of employees in the functional area currently assigned a particular job, and outside activities of the employee.

c. When overtime is required management will solicit volunteers. When more than the required number of employees volunteer, management will consider the most senior employees first - based upon the Leave Service Computation Date (SCD) found on the SF 50. When not enough, or no volunteers are available, qualified workers will be assigned with consideration of the least senior employees first – based upon the SCD.

21.6 MILITARY LEAVE

a. Military leave is a special form of administrative leave granted to government employees for the purpose of performing military duty. The Agency agrees that no employee may be required to use military leave, prior to use of other appropriate leave. Employees are provided the option of using other available leave first or commingling different types of leave. Employees will be given all opportunities to use any and all military leave that is accrued. Military leave will be administered by applicable laws.

ARTICLE 22
MERIT PROMOTION AND PLACEMENT

22.1 PURPOSE

a. The purpose of the Merit Placement Program (MPP) is to ensure maximum opportunity for onboard 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

b. Management agrees to carry out the merit procedures in accordance with applicable laws, rules, and regulations. Management will make selections from a properly ranked and certified list of candidates. Management and Union agree to negotiate merit promotion policy or changes to current MPP

ARTICLE 23
DISCIPLINE AND ADVERSE ACTIONS

23.1 GENERAL

a. This article applies to matters of CONDUCT only; actions that relate to JOB PERFORMANCE will be accomplished in accordance with the agency performance appraisal system and contract modifications (Article 13). It is acknowledged in some cases that both disciplinary actions/adverse actions, and performance-based actions may be necessary; however, they should always promote the efficiency of the service, and attempt to change unacceptable behavior; except for circumstances where the first offense warrants more severe action. It should never be used as a means of harassment to personnel.

b. The parties recognize that there are levels of employee disciplinary actions that may be appropriate; i.e., informal, formal, and adverse actions. Disciplinary action should be for the purpose of correcting offending employees and problem situations and maintaining discipline and morale among other employees. A supervisor should consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a formal disciplinary action.

c. At any point the employee has the right to request Union representation. If the employee accepts representation, no further questioning will take place until the representative is present.

d. An investigatory interview will, if representation is requested, be delayed for a reasonable amount of time until the employee(s) representative can be present.

e. A supervisor conducting an investigatory interview will notify the employee that the interview may lead to disciplinary action and that the employee has a right to Union representation during the interview. If the employee requests Union representation, the investigatory interview will be delayed for a reasonable amount of time until the employee's representative can be present.

f. In order to be effective constructive discipline must be timely, whenever possible.

23.2 ANNOTATIONS OF THE SUPERVISOR EMPLOYEE BRIEF (SEB)

a. This type of disciplinary action consists of counseling and admonishment between the employee and his supervisor. The employee will be advised of the specific infraction or breach of conduct and exactly when it occurred. The employee will have a Union representative present if requested.

b. Counseling is a verbal correction that tells an employee to not repeat the offense. Counseling will be conducted in a private setting between the supervisor and the employee. Counseling is oral and is not recorded in the Supervisor's Work Folder on the SEB for the employee.

c. An admonishment is a warning that disciplinary or adverse action may result if the problem is not corrected, yet annotating in the SEB is still appropriate. An admonishment will be conducted in a private setting between the supervisor and the employee. The employee must be allowed to write his reply to the facts and reason stated by the supervisor. An admonishment will be recorded in pencil on in the Supervisor's Work Folder on the SEB for the employee, with the employee initialing the entry. The initials are not an admission of guilt, simply that the employee has verified the entry. The entry will be removed after 18 months. The employee may request to have the entry removed at any time.

d. To protect the confidentiality of the records and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/employees concerned, individuals to whom the employee has given written permission as their representative or has an official need to know.

e. The subject of a contested informal disciplinary action may only be grieved through the negotiated grievance procedure. A successful appeal will cause any contested record of the admonishment associated with the grievance to be deleted.

23.3 DISCIPLINARY ACTION

a. A disciplinary action is a letter of reprimand and is issued by a person in the supervisory chain IAW published guidance. Before disciplining an employee, the supervisor will gather all available facts and discuss them with the employee, informing the employee of the reason for the inquiry. After considering the employee's response, the supervisor will then advise the employee if the discussion resolved the matter. If counseling or admonishment is more

appropriate paragraph 23.2 will apply. A letter of reprimand will be inserted into the employee's e-OPF for maximum of 18 months.

23.4 ADVERSE ACTIONS

a. Adverse Action is an administrative action IAW published guidance that results in removal, suspension, or reduction in grade or compensation of any employee. A formal discussion action or adverse action must be coordinated through HRO. Appeals will be IAW published guidance.

b. Employees will be given at least a 30 calendar day notice of proposed removal, 20 days for lesser adverse action. Employee(s) and their representative(s) may use a reasonable amount of time as determined by the LMR and Union representative for research/interviews regarding an adverse action. The employee(s) or the representative(s) will be given the opportunity to reply to the charges, in writing and /or in person, to the deciding official.

23.5 RECORDS

a. In any disciplinary action, an employee will, upon written request, be furnished a copy of all written documents in the Agency's files, which contain evidence used by the Agency to support the disciplinary action, consistent with the Freedom of Information Act (FOIA).

b. No written entry will be made in an employee's supervisor's work folder or electronic equivalent concerning disciplinary matters (i.e. counseling, admonition) without the knowledge of the employee. The employee will initial the entry. If the employee refuses to initial the entry, the supervisor should contact the Union and a non-bargaining unit official to act as a witness. The employee's initials acknowledge that the employee KNOWS that an entry was made, but in no way will initialing the entry be considered as an agreement with the entry or an admission of guilt.

ARTICLE 24
GRIEVANCE PROCEDURES

24.1 GENERAL

a. Employees, within the bargaining unit, are required to use this agreed to grievance procedure as the sole means of resolving all complaints covered by this article. The employee retains the right to request Union representation in the grievance procedure or to decline such representation. If the employee chooses not to have representation, that waiver must be in writing. The Union will be served a copy of this waiver. However, the Union will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of the agreement. A grievance will be presented (informal/verbal or formal/written) not later than TEN CALENDAR DAYS after the incident took place or the individual becomes aware of the events that give rise to the grievance, whichever is later. For the purpose of this article, generic reference to “days” should be interpreted to mean working days.

24.2 DEFINITIONS

a. A grievance is:

(1) Any complaint by an employee concerning any matter relating to the employment of the employee.

(2) Any complaint by the Union concerning any matter relating to the employment of any employee.

(3) Any complaint by any employee, the Union, or Agency, concerning:

A. the effect of interpretation, or claim of breach, of the Agreement; or

B. any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

24.3 REPRESENTATION

a. The Union is assured the right to represent itself and/or each and any employee in the bargaining unit in the presentation and processing of any grievance.

24.4 EXCLUSIONS

a. Matters excluded from the negotiated grievance procedure are:

(1) Matters excluded by 5 U.S.C. §7121(c).

(2) Actions covered by the statutory appeals procedure contained in 32 U.S.C. §709(f).

(3) Non-selection for appointment or promotion when the basis of the grievance is other than a procedural violation.

(4) Any matter pertaining to the separation of a temporary or indefinite military employee.

(5) Any matters strictly military in nature.

(6) Classification matters over which TAG has no authority.

(7) Decisions pertaining to the non-adoption of or the amount of a cash or honorary incentive award.

(8) Matters pertaining to Equal Employment Opportunity (EEO). (Any procedural violations that occur during EEO complaint processing may, however, be grievable).

(9) Assignments of ratings of record.

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

24.5 EXCLUSIVE PROCEDURE

a. The Parties agree that this negotiated procedure is the exclusive procedure available to the employees in the bargaining unit for processing of any grievance.

24.6 EMPLOYEE RIGHTS

a. All employees have the right to present their grievances to the appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of employee(s) or Union grievances. In exercising this right, the employee(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

24.7 PRESENTING A GRIEVANCE

a. The employee may present an informal grievance in writing (preferred) or orally. A formal grievance must be presented using the agreed to grievance form which is included as part of this article. The Union has the right, on its own behalf or on the behalf of the bargaining unit

employee(s), to present and process grievances. If an employee or group of employees elects to present their grievance without the assistance of the Union, adjustments of the grievance will be consistent with the provisions of this agreement. The appropriate supervisor or manager involved will notify the Union of grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be a chapter officer.

24.8 GRIEVANCE PROCEDURES

a. It is agreed that attempts should be made to settle grievances verbally before becoming formal. Responsibility to deliver a clear verbal grievance to the supervisor rests with the employee(s). Failure to do so may result in a missed suspense within the informal stage. Time frames allowed in this article will be strictly adhered to unless there are circumstances beyond the control of the employee(s) or supervisor, such as: TDY, leave, etc., or as mutually agreed upon beforehand in writing by both Parties.

INFORMAL STAGE:

a. The employee will present his grievance verbally to their immediate supervisor within 10 calendar days of the incident giving rise to the grievance, or when the individual became aware of the situation resulting in the grievance.

b. Within 10 calendar days a meeting will be held between the employee and the supervisor to discuss the issue(s) of the grievance. The employee's designated Union representative shall be present if requested.

c. If a settlement cannot be reached, the employee can proceed to a formal stage

FORMAL STAGE: (Includes Steps 1-4 listed below)

STEP 1 – Squadron Commander

a. The grievance will be prepared in writing, using the form attached to this contract, and presented to the appropriate Squadron Commander (or equivalent) within 10 calendar days of the incident giving rise to the grievance, or when the individual became aware of the situation giving rise to the grievance, or when a decision was reached on an INFORMAL grievance that was not satisfactory to the employee.

b. Within 10 calendar days a meeting will be held between the employee and the Squadron Commander (or equivalent) to discuss the grievance. The employee's designated Union

representative shall be present if requested.

c. Within 10 calendar days the Squadron Commander (or equivalent) will provide a determination of settlement, in writing, to the individual and the Union

STEP 2 – Air Commander

a. If the employee is dissatisfied with the decision rendered at step one, the grievance form from step one may be presented to the Air Commander within 10 calendar days of decision rendered, or when decision was due by the Squadron Commander in step one.

b. Within 10 calendar days a meeting will be held between the employee and the Air Commander to discuss the grievance. The employee's designated Union representative shall be present if requested.

c. Within 10 calendar days the Air Commander will provide a determination of settlement, in writing, to the individual and the Union

STEP 3 – The Adjutant General

a. If the employee is dissatisfied with the decision rendered at step two, the grievance form from step one & two may be submitted to the Adjutant General within 10 calendar days of decision rendered, or when decision was due. Written notification to the Adjutant General must include the grievance form from step one & two and any additional documentation that may have been submitted to Air Commander at step two

b. The Adjutant General may issue a decision on the basis of the material received or he may appoint a grievance examiner to conduct an investigation through whatever means the examiner deems appropriate. If the Adjutant General appoints an examiner, they must conduct the investigation and provide recommendation to TAG within 20 days of appointment.

c. The Adjutant General will normally issue a decision within 10 calendar days of receipt of the examiners recommendation. The HRO will notify the Union (on behalf of TAG) of investigation every 14 calendar days. The investigation and decision will be concluded within 90 calendar days, unless there is a mutually agreed upon extension

STEP 4 – Arbitration

a. If the employee is dissatisfied with the Adjutant General's decision rendered at step three, the grievance may be submitted to an arbitrator in accordance with the Arbitration article of this contract.

24.9 UNION GRIEVANCE

a. Union initiated disputes may be processed beginning at step 2 (Air Commander), when those disputes involve more than one supervisor and/or employee, or several different work areas. The Union agrees to attempt to resolve the grievance at a lower level prior to formal presentation at this stage.

24.10 RIGHTS TO INFORMATION

a. Upon written request and subject to law, rule or regulation, management will supply the Union with requested information and documents used in the original action when denying a grievance. This is to ensure the Union has all the necessary information for a determination to invoke or not invoke the provisions of the arbitration procedures.

24.11 ARBITRATION PROCEDURES

a. If the Agency and the Union fail to settle any grievance arising under the terms of this Agreement, either party shall, upon written notice to the other party, request the matter be referred to arbitration. Such written notice shall be served upon the other party within twenty (20) days following the conclusion of the final step of the grievance procedure.

b. If either party questions the arbitrability of a matter because of alleged conflicts with applicable existing law or circumstance(s), the arbitrator will simultaneously hear the question of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of arbitrability and when applicable, the subsequent question(s) on the merit(s) of the case.

24.12 ARBITRATOR SELECTION

a. When arbitration is invoked, the party invoking arbitration may request a list of five arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent. Within seven days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the requesting party will strike first and each side will alternate strikes from the list until only one name remains. NOTE: An arbitrator other than provided by the FMCS may be utilized if mutually agreeable to both parties.

b. The parties mutually will contact the selected arbitrator in the form of a letter, with copies to each party, requesting available dates, arbitration fees, travel, lodging and per diem rates, arbitrator's position on the use of tape recorders by the parties at the hearing and any other pertinent data. Upon receipt of this information the parties will meet within five working days to agree upon a date for the arbitration.

c. The parties agree that if the selected arbitrator is unavailable to hear the grievance within 30 days the parties may select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection.

d. As soon as an arbitrator has been selected, the Parties will attempt to stipulate the question to be submitted for arbitration. If the Parties are unable to agree then each party shall submit to the arbitrator its own statement of what that party believes the issue(s) to be. The question will not be broader in scope than the issue originally grieved.

NOTE: If the chosen arbitrator cannot hear the case within 30 days the intent of this Article is to allow the Parties to select from the remaining names on the list or request a list of seven additional names.

24.13 ARBITRATION EXPENSES

a. Expenses incurred for the arbitrator will be shared equally by the Parties.

24.14 DATE AND LOCATION

a. The arbitration hearing shall be held on a date and at a location mutually agreed upon by the Parties.

24.15 FLRA EXCEPTIONS

a. It is agreed that either party may file exceptions to the arbitrator's award with the FLRA, under regulations prescribed by the Authority.

24.16 COMPLIANCE

a. Certificate of compliance with the decision of the arbitrator, to include corrective action where appropriate, shall be provided to the other party as soon as practical.

24.17 ARBITRATION DECISIONS

a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, or the aforementioned published policies and regulations. The arbitrator will be requested to render his decision as quickly as possible but, in any event, no later than thirty (30) calendar days after the conclusion of the hearing, unless the Parties otherwise agree. The findings of the arbitrator will be final and binding on all parties concerned.

ARTICLE 25

IMPACT BARGAINING

25.1 GENERAL

a. In accordance with existing law, rules, and regulations the Union will be afforded, the Union will be afforded its right to request impact and implementation (I&I) bargaining on conditions of employment to include personnel policies, practices and matters, whether established by rule, regulation, or otherwise, affecting working conditions that could adversely affect bargaining unit employees. Such negotiations will take place prior to any announcement of the proposed management action.

25.2 PROCEDURES

a. When the Agency desires and/or is required to make a change in existing personnel policies, practices, or matters affecting conditions of employment, the Agency will notify the Union in writing and meet with union representatives in person (if requested), to consult and negotiate the I&I, if necessary. The Union will have seven (7) calendar days to submit to the Agency a written request to negotiate the matter. If the Union does not submit a written request, it will be considered that the change proposed by the Agency has been agreed to in its entirety.

b. If union representatives are unavailable for an extended period (leave, TDY, etc.) they must notify the Labor Relations Representative of their designated point of contact or steward.

c. In the case of unforeseeable events (such as health, safety, natural disaster, etc.) the Agency may need to implement a change and conduct I&I bargaining afterwards.

25.3 MEETINGS

a. Upon notification by the Union, the Agency agrees to meet and confer as soon as practicable. The date, time and location of said meeting will be by mutual consent. The Parties agree to render decisions on issues not resolved at the meetings, within ten (10) calendar days unless it is mutually agreed otherwise. Consistent with the above, and within the authority to do so, the Agency agrees not to make changes in personnel policies, practices, and working conditions, without prior negotiations/consultations with the Union.

ARTICLE 26

REORGANIZATION, REALIGNMENT, REDUCTION-IN-FORCE

26.1 GENERAL

a. The Parties mutually agree to form a council comprised of management and Union officers. The purpose of the council is to facilitate open communication, input and consult between management and Union officers throughout the entire process.

26.2 TIEBREAKERS

a. The leave/RIF service computation date (SCD) will be used as a tie-breaker if two or more employees in the same tenure group have the same retention score. This information will be included in the RIF notice.

ARTICLE 27

EMPLOYEE ASSISTANCE PROGRAMS

27.1 GENERAL

a. The Parties recognize the importance of programs established for the welfare of employees. The Parties agree to encourage employee participation in appropriate programs. The Agency agrees to provide the assistance program to employees IAW applicable laws, rules, and regulations. Employees will not have their job security or promotion opportunities jeopardized by their request for counseling or referral for assistance, provided they accept the counseling assistance and/or treatment offered.

b. The Agency encourages employees to use the resources of the Family Readiness program and Director of Psychological Health that are currently available on base.

27.2 OBJECTIVES

a. The objective of the Employee Assistance Program (EAP) is to identify and assist employees with behavioral or personal problems, which impact work performance or disrupt interpersonal relations with other employees in the immediate work environment.

27.3 PROGRAM SCOPE

a. The scope of this program includes, but is not limited to, substance abuse and emotional, financial, marital, legal, or physical problems.

27.4 CONFIDENTIALITY

a. An employee whose performance or conduct indicates a problem may be referred to the Employee Assistance Program Coordinator (EAPC). The confidential aspects of employees with medical/behavioral problems shall be maintained. Neither EAP personnel, counselors, nor management officials shall reveal the name of a person, seeking assistance, being assisted or having been assisted, or the nature of the assistance/progress, without the employee's written consent in accordance with the Privacy Act.

27.5 EXCUSED ABSENCE

a. Refer to applicable laws, rules, and regulations.

ARTICLE 28
CLASSIFICATION AND DESK AUDITS

28.1 GENERAL

a. It is agreed that before management assigns an effective date for any downgrade resulting from reclassification, management will, provide the affected employee with:

(1) a notice, no less than 30 days in advance of the effective date with a copy of the new position description (PD)

(2) Further information, knowledge and guidance on rights and appeal preparation.

NOTE: An effective date will not be established until each of the above provisions are met.

28.2 CLASSIFICATION DOWNGRADE

a. Downgrades resulting from reclassification will be considered as classification actions. No personnel actions resulting directly from downgrading/RIF will be taken until. Management will not utilize classification actions for the purpose of either awards or punishment.

28-3 DESK AUDITS

a. If a desk audit is deemed warranted, no individual will be downgraded until an on-site classification desk audit of the duties being performed has been accomplished by the appropriate authority. This audit shall take place before the effective date of the proposed action(s). The annual position description review shall not fulfill the requirements of this desk audit.

ARTICLE 29 RETIREMENT & BENEFITS

29.1 RETIREMENT EDUCATION AND COUNCILING

a. The Agency agrees to brief employees on an ongoing basis on the options available along with any changes implemented by appropriate authority. HRO or designee will also conduct an annual retirement course on the retirement system. If information becomes available from any appropriate source, such as the office of Personnel Management (OPM), offering suggestions for employees, that information will be made available to the employees.

b. For those employees who have indicated a desire to exercise their option to retire, the Agency agrees to assist with retirement-related questions and submission of documents to Army Benefits Center – Civilian (ABC-C), if requested. Utilizing ABC-C web based (EBIS) or telephone (IVRS) system is mandatory. However, the Agency may assist with submission of documents if requested. Attendance will be on TFUT.

29.2 MEMBER BENEFITS EDUCATION

a. HRO will conduct biennial (every two years) briefings on the benefits available to all employees. The RD or designee will post the training schedule when it becomes available and reserve seats for those wishing to attend.

29.3 BENEFITS RESEARCH

a. Members will be allowed to research employee benefits during duty hours based on mission needs and with the supervisor's approval. This research is only to assist the members that are unable to find answers during non-duty time or at home and need assistance from HRO or base personnel. This research will usually be done in conjunction with a Qualifying Life Event (QLE) (i.e. divorce, death, marriage) and benefits open seasons. A complete list of QLEs can be located on OPM.gov.

29.4 DAY CARE REQUEST

a. Although there is no need established at this time both parties agreed to re-examine this issue at the mid- term of this contract to see if the situation has significantly changed.

ARTICLE 30
UNION PARTICIPATION

30.1 UNION PARTICIPATION

a. The Union shall be entitled to select the Union representatives for committees established by the Agency, whose establishment is required or encouraged by any law, rule, regulation or policy of an appropriate authority; and whose membership requires or encourages Union participation.

ARTICLE 31
AGREEMENT ADMINISTRATION

31.1 EFFECTIVE DATE

a. The effective date of this Agreement shall be after execution by the Parties and approval by Defense Civilian Personnel Advisory Service. Both dates will be made part of the Agreement prior to distribution.

31.2 AGENCY APPROVAL

a. Upon conclusion of contract negotiations, all articles will be typed in final draft format and the Agreement will be executed by signature of the Parties' negotiating team members. Advancement of the executed Agreement for Agency Head approval will be IAW the provisions of applicable law, rule, or regulation.

b. Per 5 USC §7114, if the Agency does not approve or disapprove the Agreement within the thirty (30) day period, the Agreement shall take effect on the thirty-first (31st) day and be binding on the Parties subject to the provisions of applicable law, rule or regulation.

c. It is understood that if a particular provision of this Agreement is subsequently found to be contrary to the requirements of law, or regulations of appropriate authorities the entire Agreement shall be deemed void and unenforceable. In such event, the Parties agree to meet within fifteen (15) calendar days of notification, to determine whether or not negotiations are appropriate. The Department of Defense Civilian Personnel Management Services must approve any resulting changes or amendments whatsoever.

31.3 AGREEMENT DURATION

a. This Agreement will remain in effect for three-years (3) from the date of approval by the Agency. The Agreement shall be renewed for an additional year period on each anniversary date thereafter, unless between 150 and 60 calendar days prior to any such date either party gives written notice to the other of its desire to amend or modify the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

31.4 AGREEMENT PRECEDENCE

a. This Agreement has a higher degree of force and effect in the workplace than Agency (DA, DAF, and NGB) regulations or regulations of The Adjutant General. Only law and government-wide regulations take precedence over this Agreement.

31.5 MID-TERM BARGAINING – AMENDMENTS / SUPPLEMENTS

a. Either party may initiate a request for negotiations at the mid-point of this Agreement, after service of written notice no earlier than one hundred-eighty (180) days, and no later than sixty (60) days, prior to the midpoint of this Agreement.

b. This Agreement may be subject to amendments or supplements by mutual consent of the Parties. Either party wishing to advance a proposed change/supplement to any article herein, will request in writing to the other party the reason and summary for the proposed change/ supplement. The receiving party will reply in writing with their position regarding opening discussion on the proposed change/supplement.

c. Representatives of the Parties will meet on a mutually agreed upon date, to commence negotiations of the proposed amendment or supplement. No changes other than those specified in the summary provided for in this section will be considered.

d. Approval of an amendment or supplement to the Agreement will be accomplished in the same manner as provided for approval of the basic Agreement (as specified in paragraph 31.2 of this Article).

31.6 NEGOTIATING A NEW AGREEMENT

a. Negotiations for a new agreement will commence no earlier than one hundred-fifty (150) calendar days, and no later than ninety (90) calendar days, prior to the termination of this Agreement.

b. Thirty (30) days prior to the start of negotiations of a new agreement, representatives of the Parties will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

APPENDIX 1

ACRONYMS

ACT	Association of Civilian Technicians	HRO	Human Resources Office
AFI	Air Force Instructions	IAW	In Accordance With
AFOSH	Air Force Occupational Safety and Health	JTR	Joint Travel Regulations
ANG	Air National Guard	LRO	Labor Relations Office
CBA	Collective Bargaining Agreement	NGB	National Guard Bureau
CFR	Code of Federal Regulations	OPM	Office of Personal Management
CONUS	Continental United States	OSH	Occupational Safety and Health
CPU	Central Processing Unit	PAA	Performance Appraisal Application
DA	Department of the Army	PD	Position Description
DAF	Department of the Air Force	RD	Remote Designee
DOD	Department of Defense	RIF	Reduction in Force
DTS	Defense Travel System	SCD	Service Computation Date
EAP	Employee Assistance Program	SDS	Safety Data Sheets
EAPC	Employee Assistance Program Coordinator	SEB	Supervisor Employee Brief
EDP	Environmental Differential Pay	SF	Standard Form
EEO	Equal Employment Opportunity	TAG	The Adjutant General
FECA	Federal Employee's Compensation Act	TDY	Temporary Duty
FLRA	Federal Labor Relations Authority	TFUT	Taxpayer-Funded Union Time (Official Time)
FMCS	Federal Mediation and Conciliation Service	USC	United States Code
HDP	Hazardous Duty		

NEGOTIATED AGREEMENT
BETWEEN
THE ADJUTANT GENERAL, ILLINOIS
AND
THE ASSOCIATION OF CIVILIAN TECHNICIANS LOCAL 106

Signature below signifies an 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:

October 15, 2020

October 15, 2020

Date Signed

Date Signed

Approved by the Department of Defense on:

November 5, 2020

Date