



# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ACT PEORIA AIR CHAPTER 34**

**AND**

**THE ADJUTANT GENERAL OF ILLINOIS**

**Effective Date: June 23, 2020**

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**ARTICLE 1**  
**GENERAL PROVISIONS**

**1.1 AGREEMENT**

a. Pursuant to the policy set forth in 5 CFR §71, this Collective Bargaining Agreement (hereinafter referred to as “Agreement”) sets forth the respective roles and responsibilities of the Parties, and the 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 Peoria Air, Chapter 34 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 conditions of employment 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 Peoria 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 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 Union has been designated and selected by a majority of the employees as their representative for purposes of exclusive recognition, and that pursuant to 5 USC §71, the Union is the exclusive representative of all employees in the bargaining unit, as defined in the inclusions and exclusions below.

(1) The recognized bargaining unit is described as:

A. INCLUDED: All Wage Grade and General Schedule employees employed by the Illinois Air National Guard, Peoria, Illinois.

B. EXCLUDED: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. §7112 (b) (2), (3), (4), (6), and (7)

*NOTE:* In applying this paragraph, 5 U.S.C. §7112 pertaining to supervisors and others who must be excluded from the bargaining unit will prevail. Any changes to the bargaining unit, after the effective date of this Agreement, will be through mutual consent or an FLRA clarification of unit petition.

**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 182nd 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 Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of the Agency and other officials of the executive branch of the Government, the Congress, 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 to refrain from such activity. The Agency further recognizes that collective employee participation in the formulation and implementation of personnel policies affecting the employees contributes to effective operations, efficient administration, and the well-being of its employees, and that orderly and constructive relationships between the Agency and the employees should be maintained.

**3.3 EMPLOYEE’S RIGHT TO REPRESENTATION**

a. The Agency will annually inform bargaining unit employees of their rights under this section. At a minimum, the Agency will ensure an email message containing an explanation of “Weingarten” rights is provided to all bargaining unit employees.

b. Each employee has the right to be represented by the Union at an examination of the employee by a representative of the Agency in connection with an investigation if:

- (1) The employee reasonably believes that the examination may result in disciplinary

action against the employee; and

(2) The employee requests representation.

c. The right to representation does not extend to informal routine worksite discussions, counseling sessions, or performance evaluations between the employee and the supervisor. If a Union representative is requested and present at the investigatory meeting, the representative is not entitled:

(1) To official time to prepare for the meeting;

(2) To bargain with the Agency regarding the investigation itself; or

(3) To interfere with the investigation.

However, this does not preclude the employee from consulting with the Union representative present during the investigation.

d. The Agency reserves the right to cancel the investigative interview at any time. A decision by the Agency to cancel an investigative meeting or interview need not be justified in any way. The Agency may proceed with its investigation and with proposed disciplinary action on the basis of information from other sources.

e. The Union agrees to provide a representative, if requested by the employee, who is reasonably available and whose selection would not result in an undue delay to the Agency in conducting the examination.

### **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. 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 AND DUTIES**

**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:

(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, IAW applicable laws;

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

(4) to make selections for appointments/positions from 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 twenty-one (21) calendar days for any hearing).

#### **4.4 UNION REPRESENTATION RIGHTS**

a. Subject to 5 USC §7114, the Union retains the right to act as a labor organization, as described below:

(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 labor organization membership.

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

(1) Any formal discussions between the Agency and employees concerning grievances, personnel policies and practices, and other matters affecting general condition of employment of employees. The Union's right to be present does not extend to informal discussions between an employee and supervisory personnel. Informal discussions include, but are not limited to: feedback regarding daily work performance and routine communications between the Agency and an employee.

(2) Any examination of an employee in the unit by a representative of the Agency in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee; and 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 (RD) Wing Intranet 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 section, 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. Facilities may be made available upon request for meetings and training.

**5.4 COMMITTEE REPRESENTATION**

a. With respect to a committee required or encouraged by any law, rule, regulation, or policy of an appropriate authority that requires or encourages union participation, the Union shall be entitled to select the Union representative(s) for the committee, if/when the committee is established by the Agency.

## **ARTICLE 6**

### **PERTINENT INFORMATION TO THE AGENCY AND THE UNION**

#### **6.1 AGENCY INFORMATION**

a. The Union receives HRO newsletters via RD and/or base-wide emails sent to current employees. Policies and directives of the agencies (OPM, NGB, TAG, IL HRO, and Air Commander) are made available 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 TELEPHONE USE**

a. 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).

#### **6.3 FACILITIES**

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 Wing 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 7**  
**UNION SHOP STEWARDS**

**7.1 SHOP STEWARDS**

a. The Union accepts the responsibility for and agrees to represent in good faith the interest of all employees in the bargaining unit without discrimination and without regard to membership in the Union regarding grievances. Further, the Union will not coerce, attempt to coerce, discipline, fine or take other economic sanctions against a member of the Union as punishment or reprisal for, or for the purpose of hindering or impeding the member's work performance, productivity, or the discharge of duties owed as an employee of the United States; nor will the Union call or engage in a strike, work stoppage, or slowdown or picket the Agency or activity in a labor-management dispute or condone any such activity by failing to take affirmative action to prevent or stop it. Informational picketing, which does not interfere with the Agency's operations, will not be considered as an unfair labor practice.

b. The Union agrees to furnish the Agency with, and maintain on a current basis, a complete list of all Union officers and stewards, to include information on the work area that each steward represents. Personnel not appointed by the Union as officers or stewards will not be allowed to perform official representational functions, nor will they be allowed the use of Taxpayer-Funded Union Time (TFUT).

c. The shop steward is an official union representative. The supervisor of the section concerned will consult with the shop 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 shop steward may speak for the employees of the section, but will not make decisions on contractual intent. In the event there is no shop steward present in the section or building, the supervisor will contact the Union president or vice president.

d. Internal Union business such as soliciting membership, collecting dues, electing officers, meetings, and posting and distributing literature will be conducted during the non-duty hours of the employees involved.



**ARTICLE 8**  
**PAYROLL DEDUCTION**

**8.1 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.

**8.2 PROCESSING**

- a. The Union will give the completed standard form to the RD.
- (1) The standard form will specify the amount of withholding (the current percentage of base pay) and certify that the member has authorized the withholding.
  - (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 Agency Comptroller Flight.
  - (3) Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rate of base pay changes.
  - (4) Pursuant to 5 USC §7115, allotments cannot be revoked by an employee for a period of one (1) year.
- b. Dues allotment shall be terminated:
- (1) when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action;
  - (2) upon loss of exclusive recognition by the Union;
  - (3) when the Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or
  - (4) when the employee has been suspended from the Union.
- c. The Union agrees to provide the LRO with processed SF 1187s when requested.
- d. It is the individual employee's responsibility when temporarily assigned outside of the bargaining unit to maintain dues payments, if the employee so desires, in order to protect union associated insurance or other union benefits.

### **8.3 DUES REVOCATION**

a. The Agency agrees to provide the Union with copies of the standard form SF1188 for use in revoking dues allotments. These forms are available on-line or at the Comptroller Flight for those employees wishing to revoke their dues withholding.

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

(2) The Comptroller Flight will provide a copy of the processed SF 1188 to the employee and the Union.

### **8.4 DUES REMITTANCE**

a. The Comptroller Flight will make the remittance for dues withheld bi-weekly. This remittance will be in a single check for the net balance of dues withheld for each dues deduction each pay period. A listing will be provided to the labor organization of those persons for whom a payroll deduction was made. The listing will contain the name of the bargaining unit employees (BUE) having current dues withholding allotments on file, the amount withheld from each member's pay, and a statement showing the total amount withheld. The remittance check and one copy of the listing will be forwarded to the mailing address as designated in writing by the labor organization as follows:

Association of Civilian Technicians (ACT)

12620 Lake Ridge Drive

Lake Ridge, VA 22192

b. The Union will indemnify, save harmless, or take other steps requested by the Agency to protect the Agency from any and all claims and disputes by reason of its acting hereunder.

**ARTICLE 9**  
**TAXPAYER-FUNDED UNION TIME/ OFFICIAL TIME**  
**FOR EXCLUSIVE REPRESENTATIVES**

**9.1 TAXPAYER-FUNDED UNION TIME/OFFICIAL TIME**

a. Taxpayer-Funded Union Time (TFUT), formerly known as Official Time, may be made available, without loss of annual leave, during normal duty hours, for Union representatives who are employed by the Agency to carry out business that is of mutual interest to the Agency and the Union. TFUT may include all representational functions permitted by law, according to the Federal Labor Relations Statute (FLRS). Any difficulties in this area may be discussed at a consultation meeting between the Union and Agency.

**9.2 RECOGNITION AND REPORT OF UNION OFFICIALS/STEWARDS**

a. State, regional, and activity representatives certified by the Union 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 TFUT use except as specifically authorized by this Agreement. The Union shall certify to the LRO, in writing, the name, title, and phone number of the Union representatives who are employed by the Agency that are authorized to use TFUT, as provided in this article. The certified list shall be updated when changes occur.

**9.3 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. A Union representative wanting to use TFUT will obtain authorization from his/her immediate supervisor (utilizing the procedure below) prior to leaving his/her assigned work area. The applicable 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. This authorization will be granted except when there

are mission essential work-related reasons that preclude such authorization/release. Ordinary workload will not preclude the release of the requesting Union representative. The supervisor may delay release of the representative for only the length of time that the mission requires the presence of that Union representative. Any rescheduled use of TFUT will be in written form, if requested by the Union official.

A. For planned requests (those for which there is 5 days or more of advance notice) to use TFUT, the Union representative will submit a request using the NGIL 53 to the Union president or designee and supervisor for initial review. Once reviewed and approved based on mission requirements the Union president or designee submits to the LRO via the LRO group email box. LRO will review, validate and forward the request to the supervisor, Union representative, Union president and/or designees.

B. For immediate requests (those for which there is less than 5 days of advance notice) to use TFUT, the Union representative will notify his/her supervisor in person/verbally and then email the LRO via the LRO 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 is to be recorded in ATAAPS as well.

D. Quarterly, the LRO and Union should meet to 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 upon submitting a written request for such time and having it approved in advance.

b. In the event that 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 applicable supervisors upon departure for their approved representational activities and report back to their supervisor upon the completion of their representational activity prior to returning to work. Unless approved otherwise, Union 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 Union representative shall obtain his/her supervisor's permission. If, because of mission needs, it is not practical to release the employee at the requested time, the supervisor shall reschedule an alternative time as soon as possible. Upon completion of the representational discussion, the employee will report back to his/her supervisor prior to returning to work.

#### **9.4 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 the request (per the above procedure) if the training is determined to be reasonable, necessary, and in the public interest. If such TFUT is not approved, the Union representative may request to attend said training in annual leave status or leave without pay status.

#### **9.5 UNIFORMS**

a. IAW 32 USC §709(b) (4), “While performing duties as a military employee (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 employee 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.

c. Employees waiting for military discharge, but still in an employee status must adhere to the appropriate dress code.

## **ARTICLE 10**

### **WAGE-BOARD COMMITTEE REPRESENTATION**

#### **10.1 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 11**  
**NEW EMPLOYEE COUNSELING PROCEDURES**

**11.1 PROCEDURE**

a. The Agency agrees to utilize a checklist to ensure that an employee will be counseled on all aspects of employment within one (1) pay period after the effective date of employment. The employee's Weingarten Rights will be included on this checklist. After the employee has been briefed, the employee and the counselor will sign the checklist and file it in the employee's personnel records.

**11.2 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.

**11.3 AGENCY OBLIGATIONS**

a. The Agency agrees to provide to the Union the names and work locations of each new bargaining unit employee, upon request.

**ARTICLE 12**  
**BASIC WORK WEEK – HOURS OF WORK**

**12.1 ADMINISTRATIVE WORK WEEK**

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

**12.2 BASIC WORK SCHEDULE**

a. The Agency establishes the basic work schedule.

**12.3 SHIFT CHANGE NOTIFICATION**

a. Employees will be notified no less than seven (7) calendar days in advance of a shift change, except when the Agency determines that the Agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased. Work shift changes will be posted, in each work area, no less than seven (7) calendar days in advance. Assignments to shifts and tours of duty will be accomplished IAW 5 CFR §610.121

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

**12.4 MAKE READY CLEAN-UP TIME**

a. Incidental duties that are directly connected with the performance of a job, such as obtaining and replacing work tools or materials, and similar tasks, are considered part of the job requirements within the established duty day. When shifts overlap, the shifts will be arranged so that time required for incidental duties will be part of the duty day. When incidental duties cannot be made part of the regularly scheduled duty day, the extra time, for which compensatory time is granted, should not exceed 30 minutes a day.

**12.5 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. Upon supervisory approval and mission requirements, employees scheduled to work through their normal scheduled lunch break will have the option to reschedule the lunch break or take a lunch break of twenty (20) minutes or less within close proximity to their work station and be available for work assignments, for which compensation is granted. If a rescheduled lunch period is not taken, one-half (1/2) hour of compensatory time will be granted to the employee IAW applicable governing directives. Management will make every effort to coordinate the workload to allow the uninterrupted lunch break.

## **12.6 PREMIUM PAY**

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

## ARTICLE 13

### CLASSIFICATION: POSITION DESCRIPTION, SPECIAL PROJECTS, DESK AUDITS, AND DETAILS

#### **13.1 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.

#### **13.2 SPECIAL PROJECTS OTHER DUTIES AS ASSIGNED**

a. The employer agrees that a major duty is any duty that occupies 25 percent (25%) or more of an employee's time or is sufficiently different from the other major duties of the position to require additional entrance qualification or extensive post-assignment training. Employees will be compensated on the basis of major duties permanently assigned.

b. The statement "Performs other duties as assigned" will appear as an unnumbered paragraph in the job description to make clear that the assignment of duties to employees is not limited by the context of the PD

c. Employees may, from time to time, be required to perform duties other than those reflected as principal duties of the PD. Consequently, each PD/PAA contains the statement, "Performs other duties as assigned/Special Projects." Generally, such tasks are related to the employee position requirements and qualifications, and are of an incidental nature. Employees may be required to perform other duties which might not be reasonably related to an employee position. As an example, these duties may include, but are not necessarily limited to:

- (1) work during emergency situations;
- (2) work to support the unit mission;
- (3) work when temporarily assigned to a remote duty site; or
- (4) work when the work specified in the PD is not available.

d. 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.

### **13.3 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.

### **13.4 ON-THE-JOB INJURY OR ILLNESS**

a. An employee should immediately report to his/her supervisor any injury or illness that occurs 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 responsibility of the Agency to initiate required procedures, as soon as the Agency is aware an incident has occurred.

b. An employees who is temporarily unable to perform his/her regularly assigned duties due to a work related injury or illness may be assigned light duty appropriate for his/her physical condition, if light duty is available.

### **13.5 DESK AUDITS**

a. Desk audits are officially requested by Supervisors by submitting a request to HRO Classification IAW HRO's published guidance. If a desk audit is deemed warranted, no individual will be downgraded until an on-site classification desk audit of the duties being performed is accomplished by the appropriate authority. The findings of this audit (i.e. no change, upgrade, or downgrade) determine the required personnel actions. Management, through the RD, will initiate the required personnel actions within fourteen (14) calendar days from audit completion. The annual PD review shall not fulfill the requirements of a desk audit. Submit certified PDs IAW published HRO guidance.

### **13.6 DETAILING OF EMPLOYEES**

a. 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.

b. 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 applicable 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 (e-OPF).

**ARTICLE 14**  
**CRITICAL ELEMENTS AND PERFORMANCE RATING**

**14.1 GENERAL**

a. The Agency and the Union recognize the vital nature of the performance evaluation process to the entire bargaining unit workforce. Therefore, the performance evaluation system will be IAW applicable laws, rules, regulations, and this Agreement.

**14.2 APPRAISALS OF UNION OFFICIALS**

a. The time spent by Union representatives in the performance of their representational duties should 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.

**14.3 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 15**  
**TEMPORARY DUTY (TDY)**

**15.1 GENERAL**

a. The selection of employees for temporary duty assignments will be based upon official necessity and qualifications of an individual employee to best perform the mission required without regard to sex, race, religion, national origin, or competitive or excepted service.

## **ARTICLE 16**

### **ENVIRONMENTAL DIFFERENTIAL PAY – HAZARDOUS DUTY PAY**

#### **16.1 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. Specific procedures and guidelines are established in 5 CFR §532 and 550. The Agency will act IAW applicable laws, rules, and regulations.

**ARTICLE 17**  
**HEALTH, SAFETY, AND WELFARE**

**17.1 GENERAL**

a. Management and the Union 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 and departments and shall be followed. It is acknowledged that certain necessary tasks involve an inherent degree of hazard. 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. Management shall provide appropriate safety and health training for employees. The method and means of performing hazardous tasks shall be those that incorporate all immediately available safety precautions and devices.

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

**17.2 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.

**17.3 WORKERS' COMPENSATION**

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



#### **17.4 EXTREME TEMPERATURES**

a. The Parties mutually recognize the hazards of working in extreme weather, and, at the same time, acknowledge the necessity for accomplishing certain tasks to varying extents even in the most extreme weather. Extreme weather is described as heat, sunlight (sunburn), cold, ice, rain, wind, lightning, etc.

b. The Agency 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 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 on this topic.

#### **17.5 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.

#### **17.5 SAFETY GLASSES AND PROTECTIVE CLOTHING**

a. The Agency will provide, at no cost to the employees, all required protective clothing and equipment required by applicable regulations.

#### **17.7 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.

### **17.8 HAZARDOUS 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.

**ARTICLE 18**  
**LEAVE AND ABSENCE**

**18.1 GENERAL**

a. All leave and absence will be administered in accordance with applicable laws, rules, and regulations.

b. 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.

c. 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 his supervisor as soon as possible. Ordinary or routine work requirements will not, alone, be sufficient justification to deny a leave request. If leave is denied, the supervisor will provide the employee a reason for disapproval, and leave will be rescheduled. Any further details or conditions not agreed to in this Agreement will be IAW applicable law, rule, and regulation.

**18.2 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.

### **18.3 SICK LEAVE**

a. Sick leave for medical, dental or optical appointments will normally be requested and approved in advance. Employees shall earn and be granted sick leave IAW applicable statutes and regulations. If an employee cannot report to work on any given day due to emergent illness or injury, the employee shall notify his/her immediate supervisor of his/her incapacitation for duty as soon as possible, but no later than forty-five (45) minutes after the start time of the employee's shift for that day. When the first line supervisor cannot be reached, the employee shall notify the alternate person designated by the first line supervisor. If an employee is unable to make this notification within 45 minutes of shift start time due to extenuating circumstances (i.e. degree of illness or injury incapacitates the employee and prohibits compliance with the 45 minute time frame), the employee will notify his supervisor as soon as practicable.

b. The Agency may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. The Agency may consider an employee's self-certification as to the reason for his or her absence to be acceptable evidence. The Agency may also require a medical certificate or other administratively acceptable evidence regarding the reason for a sick leave absence of 3 workdays or more, or for a shorter absence when the agency determines it necessary. Such a request will be made in written format to the employee for documentation purposes.

#### **18.4 COMPENSATORY TIME/OVERTIME**

a. Authorized time worked in excess of the normal duty hours shall be considered compensatory time (CT), or potentially overtime (OT) in the case of Title 5 employees. In accordance with current public law, overtime pay is not authorized for ILNG Title 32 employees. CT/OT shall be granted for approved work in excess of the normal daily or weekly hours. Fifteen (15) minutes is the minimum period of CT/OT that will be authorized.

b. CT/OT will be administered IAW applicable laws, rules, and regulations-

c. The administration of any necessary CT/OT work is solely a function of the Agency. Factors which will be considered in administering CT/OT assignments include: the nature of the work to be completed, the need for special skills (including an employee's skills from his/her current assigned position or skills an employee obtained from outside of his/her current position), the priority of productive or support effort, and the numbers of employees required.

d. When CT/OT is required, the Agency will assign work on a rotating basis to employees that the Agency has determined are qualified for such work.

**ARTICLE 19**  
**MERIT PLACEMENT AND PROMOTION**

**19.1 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 §335, 32 USC §709, and any other applicable laws, rules, and regulations.

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 20**  
**DISCIPLINE AND ADVERSE ACTIONS**

**20.1 GENERAL**

a. This article applies to matters of CONDUCT only. Actions that relate to JOB PERFORMANCE will be accomplished IAW the Agency performance appraisal system and contract modifications. It is acknowledged that in some cases supervisor intervention/disciplinary actions/adverse actions and performance-based actions may be necessary; however, such actions should always promote the efficiency of the service and attempt to rehabilitate unacceptable behavior (except for circumstances where a first offense warrants more severe action). Such actions should never be used as a means of harassing personnel.

b. The Parties recognize that there are levels of supervisor intervention/disciplinary actions/adverse actions that may be appropriate (i.e., informal, formal, and adverse actions). Such actions should be utilized to for the purpose of correct offending employees and problem situations and to maintain and promote discipline and morale among other employees.

c. A Supervisor's Employee Brief (SEB) is a document used by the Agency to maintain information on an individual employee. When a supervisor intervenes with an employee to address concerning behavior or to discipline an employee, the action could result in an annotation to the employee's SEB.

d. To protect the confidentiality of the records (SEB or equivalent) and to preserve the privacy of the employee, 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 to serve as his/her personal representative, and individuals who have an official need to know.

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

**20.2 INVESTIGATORY INTERVIEWS**

a. See Employee's Right to Representation in Article 3

### **20.3 SUPERVISOR INTERVENTION**

a. A supervisor may intervene with an employee to address concerning behavior. Types of supervisor intervention include: counseling, oral admonishment, and warnings. These types of interventions are not disciplinary actions and may resolve an employee conduct issue without the need for disciplinary or adverse action. Anytime a supervisor uses any of these types of interventions, the supervisor will notify the employee of the specific infraction or breach of conduct and when it occurred. The employee will have a union representative present if requested by the employee. Each of the aforementioned types of interventions are described below:

(1) Counseling is a friendly business-like exchange of information guided by the supervisor. It is a private matter between the employee and his supervisor and has the specific purpose of improving the employee's conduct or knowledge of a particular subject. An entry on an employee's SEB of a counseling session will be removed after twelve (12) month, unless it specifically relates to an ongoing problem.

(2) Oral admonishment is a notification made by a supervisor to an employee telling the employee to desist from a certain course of action. An oral admonishment should take place in as private an environment as possible and be in the form of the most appropriate criticism necessary to correct the employee. An entry on an employee's SEB of an oral admonishments will be removed after twelve (12) months, unless it specifically relates to an ongoing problem.

(3) A warning consists of a supervisor telling an employee to correct certain conduct. Like counseling and oral admonishments, warnings are a private matter between an employee and his supervisor. Unlike counseling and oral admonishments, a warning has more serious intent because it may serve notice that disciplinary or adverse action may be imminent should conduct not improve. An entry on an employee's SEB of a warning will be removed after twenty four (24) months, unless it specifically relates to an ongoing problem.

### **20.4 DISCIPLINARY ACTION**

a. Disciplinary actions consist of written reprimands. All disciplinary action must be coordinated with the LRO prior to delivery. During an inquiry, after considering the employee's response, the supervisor will then advise the employee if the discussion resolved the matter.



b. A Letter of Reprimand (LOR) is a disciplinary action which makes an employee aware of a violation (e.g., improper attitude, violation of Agency rules). It can be issued when counseling, warning, and/or orally admonishing proves ineffective. It can also be used when the nature of the violation warrants more than counseling, warning, or oral admonishment – but does not warrant adverse action. An LOR may be notated on an employee’s SEB. Entries on the SEB concerning LORs will be removed after twenty four (24) months, unless they specifically relate to an ongoing problem.

## **20.5 ADVERSE ACTIONS**

a. Adverse Action is an administrative action IAW applicable laws, rules, and regulations that could result in removal, suspension, or reduction in grade or compensation of any employee. Appeals will be IAW applicable laws, rules, and regulations.

b. Employees facing adverse action will be given at least a thirty (30) calendar day notice of proposed removal or twenty (20) calendar days’ notice for lesser adverse action. An employee and his/her representative(s) may request official time for research/interviews regarding a proposed adverse action. The employee or the representative will be given the opportunity to respond to the reviewing official (in writing or in person) regarding the charges.

## **20.6 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). Reference applicable laws, rules, and regulations.

b. No written entry will be made in an SEB concerning any intervention or disciplinary action without the knowledge of the employee. The employee will initial the entry. If the employee refuses to initial the entry, the supervisor will contact a Union representative and a non-bargaining unit official to act as witnesses. The employee’s initials acknowledge that the employee KNOWS that an entry was made. In no way does an employee initialing an entry constitute agreement with the entry or an admission of guilt.

**ARTICLE 21**  
**GRIEVANCE PROCEDURES**

**21.1 GENERAL**

a. Employees within the bargaining unit are required to use this agreed-upon 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.

b. A grievance will be presented (informal/verbal or formal/written) no later than TEN (10) CALENDAR DAYS of the incident giving rise to the grievance, or when the employee(s) became aware of the situation resulting in the grievance, whichever is later.

**21.2 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.

**21.3 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.

## **21.4 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.

## **21.5 EXCLUSIVE PROCEDURE**

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

## **21.6 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 Union representative(s) will be free from restraint, coercion, discrimination, or reprisal.

## **21.7 PRESENTING A GRIEVANCE**

- a. An employee(s) may present an informal grievance in writing (preferred) or orally. A formal grievance must be presented in writing, and may be submitted on a form provided by the Union or in letter form. The Union has the right, on its own behalf or on behalf of the bargaining

unit employee(s), to present and process grievances. If an employee(s) elects to present a 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 an ACT 34 chapter officer.

## **21.8 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.

### (1) INFORMAL STAGE:

A. The employee(s) will present the grievance verbally to his/her immediate supervisor within ten (10) calendar days of the incident giving rise to the grievance, or when the employee(s) became aware of the situation resulting in the grievance.

B. Within ten (10) calendar days a meeting will be held between the employee(s) and the supervisor to discuss the issue(s) of the grievance. The union representative designated by the employee(s) shall be present, if requested.

C. If a settlement cannot be reached, the employee(s) can proceed to the formal stage.

### (2) FORMAL STAGE:

#### A. STEP 1 – Next Higher Level Supervisor

1. The grievance will be prepared in writing, using the form attached to this Agreement, and presented to the appropriate next higher supervisor level within ten (10) calendar days of the incident giving rise to the grievance, or when the employee(s) 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(s).

2. Within ten (10) calendar days a meeting will be held between the employee(s) and the next higher supervisor level to discuss the grievance. The union representative designated by the employee(s) shall be present if requested.

3. Within ten (10) calendar days the next higher supervisor level will provide a determination of settlement, in writing, to the employee(s) and the Union

B. STEP 2 – Air Commander

1. If the grievant(s) are dissatisfied with the decision rendered at step 1, the grievance form from step 1 may be presented to the Air Commander within ten (10) calendar days of decision rendered, or when decision was due by the next level supervisor in step 1.

2. Within ten (10) calendar days a meeting will be held between the employee(s) and the Air Commander or his/her designee to discuss the grievance. The Union representative designated by the employee(s) shall be present if requested.

3. Within ten (10) calendar days the Air Commander or his/her designee will provide a determination of settlement, in writing, to the employee(s) and the Union.

C. STEP 3 – TAG

1. If the grievant(s) are dissatisfied with the decision rendered at step 2, the grievance form from step 1 and 2 may be submitted to TAG within ten (10) calendar days of the decision rendered, or when the decision was due. Written notification to TAG must include the grievance form from step 1 and 2 and any additional documentation that may have been submitted to the Air Commander at step 2.

2. TAG or his/her designee 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 TAG appoints an examiner, they must conduct the investigation and provide their recommendation(s) to TAG within twenty (20 calendar days of appointment)

3. TAG or his/her designee may issue a decision within ten (10) calendar days of receipt of the examiner's recommendation(s). The HRO will notify the Union (on behalf of TAG) on the status of the investigation every fourteen (14) calendar days. The investigation and decision will be concluded within ninety (90) calendar days, unless there is a mutually agreed upon extension.

D. STEP 4 – Arbitration

1. Only the Union and the Agency may invoke binding arbitration. If either party questions the arbitrability of a matter because it conflicts with any applicable existing law or circumstance, the arbitrator will rule on the matter of arbitrability prior to rendering a decision on the merits of the grievance. If the arbitrator's decision is "not arbitral," the matter will not proceed further.

### **21.9 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.

### **21.10 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.

### **21.11 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.

### **21.12 ARBITRATOR SELECTION**

a. When arbitration is invoked, the party invoking arbitration may request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently

inform the other party of its intent. Within seven (7) calendar days of receiving the list, both Parties shall meet to select an arbitrator. If an 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 (1) arbitrator 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, the 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 (5) 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 thirty (30) calendar 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 Agency and the Union 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 thirty (30) calendar days the intent of the above procedure is to allow the Parties to select from the remaining arbitrators on the list or request a list of five (5) additional arbitrators.

### **21.13 ARBITRATION EXPENSES**

a. Expenses incurred for the arbitrator will be shared equally by the Agency and the Union.

### **21.14 DATE AND LOCATION**

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

### **21.15 FLRA EXCEPTIONS**

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

### **21.16 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.

### **21.17 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 22**

### **IMPACT BARGAINING**

#### **22.1 GENERAL**

a. IAW-5 USC §71, the Union will be afforded, in writing, its right to request Impact and Implementation (I&I) bargaining on conditions of employment.

#### **22.2 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.

#### **22.3 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 23**  
**REDUCTION-IN-FORCE**

**23.1 GENERAL**

- a. The Agency is responsible for implementing a Reduction in Force (RIF) if necessary.

## ARTICLE 24

### EMPLOYEE ASSISTANCE PROGRAMS

#### **24.1 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.

#### **24.2 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.

#### **24.3 PROGRAM SCOPE**

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

#### **24.4 CONFIDENTIALITY**

a. An employee whose performance or conduct indicates a problem may be referred to the EAP for assistance.

b. The confidential aspects of employees with medical/behavioral problems shall be maintained. Neither EAP personnel, counselors, nor management officials shall reveal the name of an employee seeking assistance, the name of an employee being assisted or having been assisted, or the nature of an employee's assistance/progress, without the employee's written consent, IAW the Privacy Act.

#### **24.5 EXCUSED ABSENCE**

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

**ARTICLE 25**  
**AGREEMENT ADMINISTRATION**

**25.1 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.

**25.2 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 Agency and Union 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 Head 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 Agency and the Union 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.

**25.3 AGREEMENT DURATION**

a. This Agreement will remain in effect for three (3) years from the date of approval by the Agency. Thereafter, it shall be automatically renewed for one (1) year unless either party gives the other party notice of its intentions to renegotiate this Agreement.

#### **25.4 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 unless the FLRA (Authority) has found there is no compelling need for the regulation. Only law and government wide regulations takes precedence over this Agreement.

b. Agency rules and regulations in conflict with the provisions of this Agreement, issued after the effective date of the Agreement may be I&I bargained.

#### **25.5 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) calendar days, and no later than sixty (60) calendar 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 its 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 25.2 of this article).

#### **25.6 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) calendar 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.

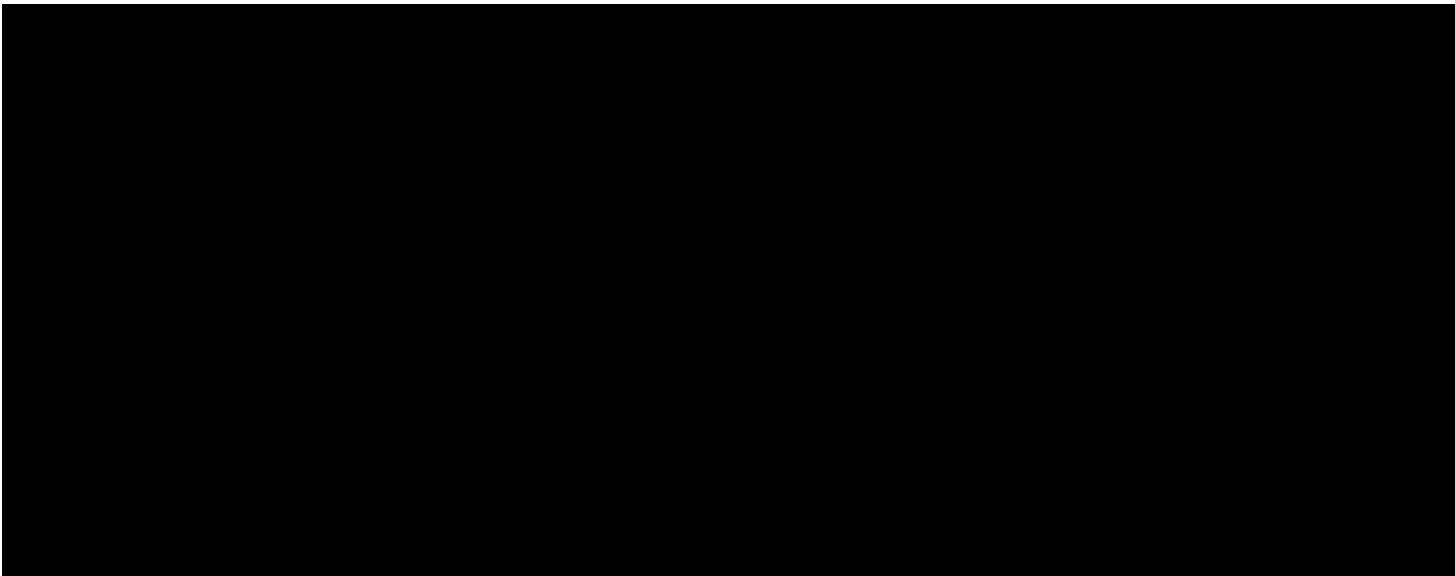
## APPENDIX 1

### ACRONYMS

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

**NEGOTIATED AGREEMENT  
BETWEEN  
THE ADJUTANT GENERAL, ILLINOIS  
AND  
THE ASSOCIATION OF CIVILIAN TECHNICIANS  
PEORIA AIR CHAPTER 34**

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.



**Signatures Executed June 23, 2020  
Approved by the Department of Defense on July 16, 2020**

Approved by the Department of Defense on:

\_\_\_\_\_   
Date