



LABOR AGREEMENT

Between

ACT 120 – Land of Lincoln

And

The Adjutant General

Of Illinois

Effective Date: April 3, 2020 thru April 2, 2024

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PREAMBLE/PREFACE

Pursuant to the policy set forth in 5 U.S.C. Chapter 71 , and subject to all currently applicable statutes, regulations issued by the U.S. Office of Personnel Management, Department of Defense, National Guard Bureau or other higher authority, the following articles constitute an agreement by and between the Adjutant General of Illinois, hereinafter referred to as the Employer/Agency, and the Association of Civilian Technicians, Chapter 120, hereinafter referred to as the Union/Labor Organization.

This Agreement identifies the mutual covenants of the parties hereto, which have the intention and purpose to:

- a. Promote and improve the efficient administration of the federal services and the wellbeing of employees within the meaning of 5 U.S.C. Chapter 71.
- b. Provide and improve the highest degree of efficiency in the accomplishment of the mission of the Illinois Army National Guard (ILARNG).
- c. Establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of TAG.
- d. Provide means for amicable discussion and adjustment to matters of mutual interest.
- e. Promote employee communication and information of personnel policy and procedures.

The Local Chapter President will represent all local members in dealings with the ILNG Human Resources Office (HRO) and the Labor Relations Office (LRO). This does not preclude any chapter officer or steward from dealing with the HRO or the LRO for their own local issues with the concurrence of the Chapter President.

The Association of Civilian Technicians (ACT) shall represent all Illinois Army National Guard employees under jurisdiction of The Adjutant General of Illinois. Full-time General Schedule and Wage Grade employees under jurisdiction of the ILARNG with exception of employees in Cook, DuPage, Kane, Kankakee, Lake, McHenry, and Will Counties, and all Management officials, supervisors, and employees described in 5 U.S.C. §7112 (b) (2), (3), (4), (6)a and (7).

ARTICLE 1 GENERAL PROVISIONS

1-1 DEFINITIONS

- a. **Adverse Action.** An Adverse Action is defined as a suspension, removal or change to lower grade.
- b. **Confidential Employee.** An employee who meets the following condition: Acts in confidential capacity with respect to an individual who formulates and effectuates management policies in the field of labor management relations.
- c. **Consult.** To meet so as to consider non-binding views or ideas.
- d. **Disciplinary Action.** Disciplinary actions are defined as oral admonishments or letters of reprimand.
- e. **Employer.** The Adjutant General, Illinois National Guard.
- f. **Human Resources Office (HRO).** The designee of the Adjutant General assigned the responsibility to carry out all employee personnel functions.
- g. **Labor Organization.** Defined as 5 USC, Chapter 71, section 7103(4).
- h. **Management Official.** An individual employed by an agency in a position of which the duties and responsibilities require or authorize the individual to formulate, determine, or influence the policies of the agency.
- i. **Negotiate.** Means to confer so as to come to terms or reach an agreement.
- j. **National Guard Employees/Employees.** Title 32 (T32) dual status technicians and Title 5 (T5) employees are collectively referred to as employees throughout this Collective Bargaining Agreement (CBA); unless otherwise stated specifically to T5 or T32 employees.
- k. **Promotion.** The movement of an employee, while serving continuously within the same agency, to a position at a higher grade level within the same job classification system and pay schedule, or to a position with a higher rate of basic pay in a different job classification system and pay schedule.
- l. **Steward.** An elected or appointed Union member who represents the interests of the Union and members covered by the bargaining unit at various work sites.
- m. **Supervisor.** An individual employed by the Employer in the interest of the Employer to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees to adjust their grievances or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.
- n. **Technician.** An excepted or competitive federal civil service employee employed by the Illinois National Guard.
- o. **Uncommon.** An action or event that is outside the normal schedule and consisting of extenuating circumstances beyond the immediate control of the Employer. Uncommon missions or requirements usually arise on relatively short notice as directed by the Employer.
- p. **Union Official.** Chapter officers and representatives. This would include a Union representative appointed in writing.
- q. **National Union Official.** ACT national representatives.

r. **Illinois National Guard (ILNG).** For the purpose of this contract, any reference to the National Guard will be assumed to be Illinois Army National Guard.

s. **The Adjutant General (TAG).** For the purpose of this contract, any reference to TAG will be assumed that it is TAG or his/her designee.

1-2 BARGAINING UNIT

The Association of Civilian Technicians (ACT) Chapter 120 is the exclusive representative for all general schedule (GS), and wage grade (WG) employees employed by the Illinois National Guard, under the jurisdiction of the ILARNG with the exception of employees of stationed in Cook, DuPage, Kane, Kankakee, Lake, McHenry, and Will counties; with the exception of all professional employees Management officials, supervisors, professional employees and employees described in 5 USC Section 7112 (b) (2), (3), (4), (6), and (7)

1-3 GENDER REFERENCES

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

1-4 CONTRACT ENFORCEMENT

The Labor Organization and Employer recognize the joint responsibility for the administration and enforcement of this Agreement. Both parties agree not to harass, coerce, reward, or encourage employees to violate this Agreement.

1-5 CONTRACT PRINTING

The contract will be in booklet form, approximately 5 ½ x 9". The Employer will bear the cost of printing this Agreement, which is to be accomplished no later than thirty (30) days after the Agreement effective date. The parties agree to mutually arrange for printing of sufficient copies of this Agreement.

1-6 CONTRACT DISTRIBUTION

a. The Employer agrees to distribute the final contract to every bargaining unit employee and supervisor without cost to the employee or the Labor Organization.

b. The Employer agrees to distribute a contract to each new employee. The new employee in-processing checklist will contain the distribution of the current labor agreement.

c. The Chapter President will receive an additional 75 copies of the Agreement.

ARTICLE 2 LABOR MANAGEMENT RELATIONS

2-1 RIGHTS AND PRIVILEGES

There shall be no procedure or policy negotiated in the Agreement that would diminish or impair statutory right or privilege, which would otherwise be available to any employee in the absence of this Agreement.

2-2 MANAGEMENT RIGHTS

- a. Management has the authority to determine the mission, budget, organization, number of employees, and internal security practices of the Employer.
- b. And in accordance with applicable laws, to hire, assign, direct, layoff and retain employees of the Employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
- c. To assign work, make determination with respect to contracting out, and determine the personnel by which the Employer's operations shall be conducted.
- d. With respect to filling positions, to make selection for appointments from:
 - (1) Properly ranked and certified candidates for promotion or
 - (2) Any other appropriate source.
- e. To take whatever actions may be necessary to carry out the agency mission during emergencies.

2-3 LABOR ORGANIZATION RIGHTS

a. Exclusive Representative. The Labor Organization 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. The Labor Organization is responsible for representing the interests of all employees of the bargaining unit it represents without discrimination and without regard to Labor Organization membership. The Union is the only authorized entity to negotiate conditions of employment on behalf of the bargaining unit employees.

b. Representation Rights. An exclusive representative of the local Labor Organization shall be given the opportunity to be represented at any formal discussion between one (1) and more representatives concerning any grievance or any personnel policies or practices, or other general conditions of employment. Prior to investigatory interviews that the employee reasonably believes may result in discipline, the employee has the right to request Labor Organization representation. If the employee accepts representation, further questioning may take place once the representative is present within a reasonable amount of time.

2-4 EMPLOYEE RIGHTS

Parties to this Agreement recognize that "each employee shall have the right to form, join, or assist any Labor Organization, or to refrain from such activity, freely and without fear

of penalty or reprisal, and each employee shall be protected in the exercise of such right". Nothing in this Agreement shall require an employee to become or to remain a member of a Labor Organization, or to pay dues to the Labor Organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

2-5 INDIVIDUAL RIGHTS TO REPRESENTATION

Employees are not precluded from:

- a. Being represented by an attorney or other representative, other than the Labor Organization, of the employee's own choosing or
- b. Exercising grievance or appellate rights established by law, rule or regulation except in the case of grievance or appeal procedures negotiated within this Agreement.

2-6 RECOGNITION OF UNION OFFICIALS & STEWARDS

Management agrees to recognize the elected and appointed officers and stewards duly designated by the Union. Unless so designated by the Union in writing, no employee will be recognized as a Union Officer or Steward. A list of officers will be provided to the LRO and updated quarterly.

2-7 REPRESENTATION AT FORMAL DISCUSSIONS

Management agrees that the Union has the right to be present at formal discussions between Management and an employee or employees of the unit. Such discussions must deal with personnel practices and policies and/or matters affecting conditions of employment.

ARTICLE 3 IMPACT AND IMPLEMENTATION (I & I) BARGAINING

3-1 PURPOSE

Prior to implementation of changes adversely affecting members of the bargaining unit, Management will negotiate with the Labor Organization appropriate arrangements regarding the impact of the event(s). Such negotiations will take place fifteen (15) days prior to any announcement to the work force or implementation of the proposed Management action.

3-2 APPROPRIATE MATTERS FOR I & I BARGAINING

- a. Matters appropriate for negotiations between the parties are personnel policies, practices, accepted past practices, or other matters, whether established by law, rule, regulation, or otherwise affecting conditions of employment of bargaining unit members. Procedures by which Management officials will observe in exercising any authority under

5 USC 7106(b); or

b. Appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC 71 06(b) by such Management officials.

3-3 CHANGES AFFECTING CONDITIONS OF EMPLOYMENT

Management agrees to provide drafts of appropriate regulations/policies affecting conditions of employment for review prior to implementation. If the Labor Organization desires impact and implementation bargaining concerning the drafts, Management will be contacted within fifteen (15) calendar days after receipt of the draft to establish a meeting time/place:

a. Upon notification by the Labor Organization, Management agrees to meet within five (5) working days.

b. The Employer and the Labor Organization will identify issues not resolved at the meeting within five (5) working days, unless mutually agreed otherwise.

c. Time periods may be extended or shortened by mutual consent.

ARTICLE 4 WAGE SURVEYS

4-1 NOTIFICATION

The Employer agrees to notify the Labor Organization within five (5) working days of Management's receipt of any wage surveys.

4-2 LABOR ORGANIZATION PARTICIPATION

a. The Labor Organization officials, in a representational status, may attend wage survey hearings on behalf of bargaining unit members. The lead Labor Organization may request ACT 120 to participate on the survey committee or other aspects relating to the survey. Participation of Union officials will be on official time and in accordance with the Department of Defense (DOD Joint Travel Regulations if travel is necessary).

b. When ACT 120 is designated as the lead Union, the Union will furnish appropriate personnel for the wage survey, upon concurrence with supervisors of the employees involved. Survey results will be furnished to all agencies and personnel.

ARTICLE 5 OFFICIAL TIME FOR EXCLUSIVE REPRESENTATIVES

5-1 OFFICIAL TIME/TAX-PAYER FUNDED UNION TIME

Official time, also known as Tax-Payer Funded Union Time (TFUT), will be made available, without loss of annual leave, during normal duty hours for the Labor

Organization representatives to carry on business that is of mutual interest to the employing agency and the Labor Organization. TFUT under this article shall include all representational functions permitted by law, according to the Federal Labor Relations Statute (FLRS). Any difficulties in this area will be discussed at a Union/Management consultation meeting.

5-2 RECOGNITION AND REPORT OF UNION OFFICIALS/STEWARDS

State, regional, and activity representatives certified 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 official time except as specifically authorized by this Agreement. The Labor Organization shall certify 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 certified list shall be updated as needed when changes occur.

5-3 GRANTING OF OFFICIAL TIME/TAX-PAYER FUNDED UNION 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 Employer agrees to authorize the Union a reasonable and necessary amount of official time 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 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 after 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 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.

5-4 OFFICER/STEWARD TRAINING

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 taxpayer funded union time 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.

5-5 CIVILIAN ATTIRE

a. Labor organization representatives are not required to wear the military uniform while performing representational duties and including other labor organization activity related functions. These functions include but are not limited to:

(1) While engaged in negotiations of any kind with agency representatives. Labor/Management meetings with agency representatives.

(2) Labor/Management meetings with agency representatives.

(3) Labor/Management seminars.

(4) Labor/Management seminars at commercial facilities sponsored by the National Office of the Association of Civilian Technicians, U.S. Department of Labor, Department of Defense, Wage Fixing Authority, etc.

(5) Performing representational duties on behalf of bargaining unit members, to include OSHA inspections and Department of Army investigations.

(6) When representing the labor organization on committees, at hearings, or at third party proceedings.

ARTICLE 6 USE OF / ACCESS TO FACILITIES AND SERVICES

ARTICLE 6-1 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 ARNG. 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.

c. The Union may negotiate with the Illinois Department of Military Affairs (IDMA) regarding rental of dedicated office space at any IDMA owned location.

ARTICLE 7 NEW EMPLOYEE IN-PROCESSING

7-1 PROCEDURE

a. The Employer agrees to continue utilizing a checklist to ensure that an employee will be counseled on all aspects of employee employment within one (1) pay period after the effective date of employment. When a new employee is hired in the unit or into a new position, Management agrees to provide a copy of the contract, job description, insurance pamphlets, and information concerning the proper channels of supervision (not to include not to exceed (NTE) temporary employees).

b. Upon request, a union representative may be present during the labor portion of the in-processing to explain the availability of union membership and benefits. In addition to explaining the employee's rights, to include Weingarten Rights, the employee shall receive an information packet from the union representative before their departure. No

recruitment will be pursued during the in-processing.

7-2 NOTIFICATION

The Chapter President will be notified by e-mail or in writing of all new employees entering into the bargaining unit.

ARTICLE 8 PERTINENT INFORMATION

8-1 EMPLOYER INFORMATION

The Employer agrees to provide access to regulations, publications, and policies pertaining to bargaining unit employees. The Employer agrees to provide the labor organization a copy of the Supervisors Handbook and all updates and changes.

8-2 LABOR ORGANIZATION INFORMATION

The labor organization agrees to provide the employer with any pertinent labor/management relations publications and directives that they receive.

8-3 EMPLOYEE MANNING DOCUMENT

The Employer agrees to furnish the labor organization a copy of employee roster of army employees to include supervisors and Management officials within 5 days of request from union president.

8-4 BARGAINING UNIT MEMBERS

a. The Employer agrees to notify the Union prior to changing structure that affects the size of the bargaining unit.

b. The Employer agrees upon request to provide a list of all bargaining unit employees. Management also agrees to provide duty location and organization of each bargaining unit member.

c. The Employer agrees to allow the Union to use internal distribution to perform representational duties. This does not include internal union business such as membership drive information and internal union directives.

ARTICLE 9 PERIODIC INFORMATION

9-1 HRO NEWSLETTER

Employees will be provided the HRO newsletter, which could include the latest

information regarding health and welfare and retirement entitlements. Information provided should include entitlements and responsibilities under Workers' Compensation, review of an employee's responsibility as a federal employee of the National Guard and employee rights covered under 5 USC Chapter 7114 (a) (3) (Weingarten Rights).

ARTICLE 10 OFFICIAL RECORDS

10-1 UNFAVORABLE INFORMATION IN e-OPF

It is agreed that any record in the Electronic Official Personnel Folder (e-OPF), which has not been disclosed to the employee, will not be used as a basis for disciplinary or adverse action. Except as provided by the Office of Personnel Management (OPM) Regulations, no material of a derogatory nature, which might reflect adversely upon the employee's character or government career, will be placed in the eOPF without the employee's knowledge.

10-2 RECORD REVIEW of e-OPF

Each employee, and/or designated representative who has been so authorized in writing by the employee shall, upon request, be permitted to review any document appearing in the eOPF. Employees will be provided copies of documents if so requested.

10-3 SUPERVISOR'S BRIEFING

The employee record card will be maintained by the employee's immediate supervisor in a secured location. When any entries are to be recorded on the 904-1 or in the Supervisors' Work Folder, the supervisor shall advise the employee and date entries made on the card or in the folder. If the employee refuses to initial the entry, the supervisor will call a witness to the office to observe the supervisor initialing and dating the entry. The witness will initial alongside the supervisor's initials.

All records maintained by Management, on behalf of employees, shall be readily available for review by the employee. An entry by Management of any type will require Management to notify the employee concerned. When e-OPF or Work Folder reviews are conducted, the reviews will be held during normal duty hours. Compensatory time will be awarded if reviews cannot be scheduled during normal duty hours for each shift. An e-OPF or Supervisor's Work Folder review for all bargaining unit employees may be requested each year.

**ARTICLE 11
COMMON ACCESS CARDS**

11-1 GENERAL

- a. All employees must have a Common Access Card (CAC) to gain access to installation facilities and to access the government computer network system.
- b. CAC are accountable forms and are required to be safeguarded to prevent theft, loss, or misuse by unauthorized personnel.
- c. Dual Status employees will utilize their military CAC for installation entrance and network access. Non-Dual Status employees will be issued a civilian CAC.

**ARTICLE 12
EMPLOYEE ASSISTANCE PROGRAM**

12-1 GENERAL

The parties recognize the importance of programs established for the welfare of employees. The employer and the labor organization agree to encourage employee participation in appropriate programs. Sick leave may be used for Employee Assistance Programs (EAP) in accordance with applicable directives. The parties agree not to coerce, intimidate or harass the employee after the completion of the rehabilitation program.

12-2 OBJECTIVES

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

**ARTICLE 13
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

13-1 POLICY

Equal Employment Opportunity (EEO) program. The Union and Employer agree to comply with all applicable federal, state, and local laws, regulations, rules, directives, and orders, without discrimination because of race, color, national origin, mental or physical disability, religion, age, or sex. The Employer and the labor organization agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and employees. Both parties agree to promote and support programs for equal employment opportunity through a positive and continuing effort.

13-2 COMPLAINT PROCEDURES

Any employee who believes they have been discriminated against may file an EEO complaint through the statutory procedures by contacting an EEO counselor.

13-3 COUNSELOR LISTS

The Employer agrees to supply the Union with a list of employee EEO counselors as changes occur.

13-4 TRAINING

The union may request the State Equal Employment Manager (SEEM) to provide training at the Steward Training Conference.

ARTICLE 14 MERIT PLACEMENT AND PROMOTION

14-1 PURPOSE

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.

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 15 EMPLOYEE DEVELOPMENT AND TRAINING

15.1 PURPOSE

The purpose of training is to ensure mission readiness by providing employees' training and development (T&D) activities and events to acquire the skills, knowledge, and abilities so they are best qualified to perform mission-related duties, and to improve the individual and organizational performance. T&D activities will also increase the efficiency and economy of building and maintaining a skilled employee workforce to support the mission of the ILNG.

15.2 ADDITIONAL TRAINING

The Parties recognize the need for additional mission requirement training, new equipment training, and required refresher training to assure development and career planning for employees and to maintain the competence of the work force.

15.3 ON-THE-JOB TRAINING

The Employer may provide employees on-the-job training to the extent that such training is in the best interest of the Employer, the employee, and reflect the duties of the employees concerned. On-the-job training will follow Army, NGB, and other appropriate regulations and directives. Management directed on-the-job training will be considered in the performance appraisal.

15-4 SCHEDULING

When applicable, training will be scheduled to allow maximum employee participation. Supervisors will keep their employees informed of training opportunities. The Parties agree that essential mission requirements may prevent attendance.

15-5 RECORDS

Training accomplishments will be maintained in the employee's work folder. The Supervisor is responsible for submitted training certificates to the HRO-EDS. Completed training will be entered into the Defense Civilian Personnel Data System (DCPDS).

ARTICLE 16 POSITION DESCRIPTION AND DETAILS

16-1 POSITION DESCRIPTION

A position description (PD) is defined as a description of the major duties required by the Employer. When a new or revised PD is implemented, the Chapter President will be notified and the affected employee(s) will receive a copy.

16-2 OTHER DUTIES AS ASSIGNED

The term "other duties as assigned" as part of the PD is defined to mean reasonably related duties to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude the Employer from assigning additional, though unrelated duties. If additional duties are regular and recurring, the PD shall 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. When an employee believes that the other duties and responsibilities performed are significantly different from the PD, the employee may request through the Employer a

review or desk audit of the PD for title, series, and grade. Other duties in excess of thirty (30) days will be annotated on the employee's 904-1 on a permanent basis.

16-3 ADDITIONAL DUTIES AND DETAILS

It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled due to Management decisions. The Employer will exercise its efforts in good faith, subject to requirements of efficient operations, to avoid establishing additional duty requirements that would create unnecessary hardships, potential health hazards or discrimination against any employee or group of employees. The Employer agrees to fill, when possible, bargaining unit vacancies that impact bargaining unit members with additional duties and/or details.

16-4 DEFINITION OF DETAILING OF EMPLOYEES

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.

b. Details are intended to meet temporary workload situations; absences of employees, pending authorization and classification of new positions or other types of manpower needs that cannot be met by normal personnel placement actions.

c. Management officials may detail employees when such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work, or will enable more effective administration by permitting necessary flexibility in utilizing the work force. If a detail of more than (120) days is made to a higher graded position or to an existing position with known promotion potential, it must be made under competitive promotion procedures.

16-5 PROCEDURE

a. Details of employees out of their specialty should be limited to the extent necessary to accomplish the mission.

b. To the extent possible, the Employer agrees to fill all employee position vacancies that may impact bargaining unit members rather than use details.

c. Qualified employees for details should be sought before non-qualified employees are assigned. When possible, the employer agrees to rotate the assignment among the qualified employees in the area of concern.

d. Official details will be recorded on Standard Form 52 (SF52) at the time the action occurs.

16-6 TEMPORARY PROMOTION

Normally, a temporary promotion is the appropriate way to meet a situation requiring the temporary service of an employee in a higher graded position. Temporarily promoting an employee recognizes the increased responsibility and properly compensates them for the work being performed.

a. When details to higher graded positions exceed fourteen (14) days, temporary promotions will be used. All details will be made in conformity with appropriate laws and regulations. Supervisors will request temporary promotions when the supervisor will be absent for two consecutive pay periods or more.

b. If the temporary promotion is to last for a period of one hundred and twenty (120) days or longer, the Merit Promotion Article procedures will apply. Prior time served in temporary promotions to higher graded positions during the preceding twelve (12) months is included when computing the one hundred and twenty (120) day period.

ARTICLE 17 PERFORMANCE APPRAISAL SYSTEM

17-1 INTRODUCTION

The Employer and the Labor Organization recognize the vital nature of the performance evaluation process to the ILNG. The effectiveness of the performance evaluation system is a combined responsibility of each employee and their supervisor.

17-2 APPRAISAL PERIOD

a. Employees will be given an employee performance appraisal annually.

b. A minimum of ninety (90) days supervision is required before an appraisal can be rendered.

c. Employees will receive an appraisal under their old job standard when transferring jobs, at the time of transfer, provided a minimum of ninety (90) days has elapsed since the previous appraisal.

d. When a major change (a change in any critical element) to the job standard occurs within ninety (90) days before the anniversary date, the employee appraisal will be based on the old standard.

e. A closeout performance appraisal will be rendered when there is a change in the immediate supervisor, provided that there are more than ninety (90) days remaining within the appraisal period after the appointment of the new supervisor.

17-3 RESPONSIBILITIES

a. Supervisors:

(1) Will meet with each employee within thirty (30) days of appointment to position to establish performance standards and critical elements. The performance standards will be developed from the official position description for the position in question and will be based on normal organizational requirements pertinent to the incumbent's normal employee duties and responsibilities. The supervisor retains the right to establish the actual performance standards and critical elements for the position and will ensure the written standards and critical elements for the position are measurable in terms of quality, quantity and timeliness.

(2) Will meet periodically with their subordinates to provide an evaluation of their performance standards for their position. All counseling sessions will be recorded on the employee's electronic supervisor's brief. The employee will initial or sign where applicable to indicate that he/she is aware of the entry.

(3) Will use only the established performance standards to appraise the employee's performance.

(4) An employee who has been placed in a light duty status in excess of ninety (90) days will have a performance standard developed for these duties and documented on a NGB 430(T). A performance appraisal will only be initiated when the employee has been assigned these duties in excess of ninety (90) days.

(5) The evaluation of an employee's performance of assigned duties is paramount in the evaluation process. Items of a disciplinary nature that do not relate to the employee's performance will not be used as part of that measurement. Only actions and performance during the current appraisal period under consideration will be evaluated by an employee's supervisor.

b. Employees:

(1) Will participate in and provide input in the development of performance standards and critical elements for their position.

(2) Will advise their supervisor when there may be a need to revise the performance standards and critical elements at any time during the appraisal period.

(3) May request to meet with their supervisor during the rating period to review their performance as compared to established standards.

17-4 PROCEDURE

a. The Human Resource Office will send out an appraisal notice to directors.

b. At the end of the appraisal period, the supervisor and the employee will have a one-on-one counseling session. In this session, the following items will be discussed: the ratings from the current appraisal, strengths and weaknesses and processes to improve, and any adjustments to the employee's performance standards.

17-5 APPEALS

a. Employees receiving an unacceptable rating may appeal their performance appraisal within thirty (30) calendar days of receiving their performance appraisal.

(1) The Performance Appraisal Review and Appeals Board is established by the state Adjutant General, consists of members of equal or higher grade than appellant and cannot be in the appellant's chain of command.

(2) The appellant is entitled to representation and there are no appeal rights for this purpose beyond TAG.

b. The employee has the right to grieve the content of a performance standard only if the following conditions are perceived to exist:

(1) Which fails to incorporate law, rule or regulation;

(2) Which does not correspond to position description; or

(3) Which does not accurately reflect the actual duties performed.

17-6 APPRAISAL OF UNION OFFICIALS

The time spent away from the assigned job by union representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. But rather, the performance appraisal must be based only on the performance of their officially assigned work.

17-7 DEMONSTRATION PERIOD

The Demonstration Period (DP), is an action that will be implemented by the supervisor when it becomes apparent that the employee is performing his/her duties less than a 'Fully Acceptable' on one (1) or more critical elements of their performance standards. The supervisor should not wait until the end of the appraisal period to make the determination if the employee 'does not meet the criteria' or to inform the employee accordingly.

a. The supervisor is responsible to provide an opportunity for the employee to improve the substandard performance by establishing a formal DP. The DP serves to notify an employee of the need to improve performance, to identify specific performance deficiencies, and to identify what must be done to improve performance.

b. The supervisor will develop a DP for unacceptable ratings that address specifically the deficiencies of the employee. The DP will outline the methods, if appropriate, and the subject area element needing improvement. Employees will be assisted in improving areas of unacceptable performance by proactive counseling, increased supervisory assistance, additional training, etc. The DP will be in place for a minimum of thirty (30) days to a maximum of ninety (90) days.

c. When the DP is issued, consideration should also be given to referring his/her employee to the Employee Assistance Program (EAP).

d. If the employee's performance in any critical element continues to be unacceptable despite the efforts by the supervisor or manager to demonstrate performance, the employee and his representative (if selected) will be advised that the employee may be reassigned, reduced in grade or removed from employment. Before initiating a reduction in grade or removing an employee from unacceptable performance, consideration should be given to reassignment to another position for which the employee is qualified. No action based on unacceptable performance may be taken until critical job elements and performance standards have been identified in writing, the employee has been given a copy of these standards, and the employee has been given an opportunity to improve his/her performance.

e. Upon the completion of the DP, the appropriate supervisor shall inform the employee of either sufficient demonstration or failure to improve to 'Fully Acceptable' level. If an employee submits a request to his/her supervisor to change an unacceptable performance appraisal, the supervisor will carefully review this information and advise the employee in writing whether the performance appraisal is sustained or will be changed.

f. Should a determination be made to reduce in grade or remove from employment following the formal DP, an employee is entitled to a minimum thirty (30) day advance written notice of the action to be taken (reduction in grade or removal), which identifies the critical job element(s) and documented instances of unacceptable performance on

which the action is based. This advance notice must be concurred by an official who is in a higher level position than the immediate supervisor. This is not a proposed notice, but is to be considered as the final notice of action to be taken because before this step, the employee would have been given adequate assistance and time to improve performance.

17-8 TRIAL/PROBATIONARY PERIOD

a. The first year of employment constitutes the trial period. New employees are to be carefully observed and counseled during the trial/probationary period. During this period, supervisors should provide specific training and assistance to improve the employee's work performance, if needed. For retention beyond the trial/probationary period, the employee's work performance must minimally be at the 'Fully Acceptable' level.

b. The Employer agrees to advise a probationary employee of his progress prior to the end of the ninth (9th) month of their probationary/trial period.

c. An employee shall not be required to serve a probationary period if he/she has successfully completed a probationary period within the ILNG already.

ARTICLE 18 RECOGNITION SYSTEM

18-1 PURPOSE

The ILNG recognition system is designed to motivate employees to increase productivity and creativity and to achieve greater efficiency, economy, and improvement of operations. It provides a method for rewarding employees whose job performance and ideas are substantially above normal job requirements and performance standards, and provides for consideration of performance contributions throughout the ILNG. The recognition system is supported by all levels of Management.

18-2 CATEGORIES OF AWARDS

- a. Suggestion Awards.
- a. Invention Awards.
- a. Special Act or Service Awards (e.g., Time-Off Award, On-the-Spot Cash Award).
- a. Sustained Superior Performance Awards.
- a. Quality Step Increases.
- a. Length of Service Recognition.
- a. Honorary Awards and Other Methods of Recognition.

18-3 NOMINATION

Any employee having direct knowledge of a special act or service resulting in savings and/or benefits to the ILNG may recommend awards to the appropriate supervisor for

submission in accordance with applicable laws, rules, and regulations.

ARTICLE 19 SUGGESTION PROGRAM

19-1 PURPOSE

The Suggestion Program is an award program by which employees make suggestions to improve agency operations. The purpose of this program is to promote voluntary involvement and to identify ways to improve and increase productivity, creativity and to achieve greater efficiency, economy, and improvement of the ILNG.

19-2 PROGRAM IMPLEMENTATION

a. Submitting suggestions.

(1) Suggestions may be submitted to directors via e-mail. These will be evaluated and responded to via e-mail and/or distribution. At that time, if necessary, it will be routed to the appropriate directorate.

(2) The Agency agrees to install suggestion boxes at all locations/facilities where more than twenty (20) employees work. The suggestion form will be made available at the locations. This will facilitate those employees who wish to submit suggestions that contain drawings, photos or other information that cannot be readily transmitted via e-mail format. These suggestions will be responded to by letter via distribution system currently in place.

b. Evaluation Procedures. At least once a month, Management shall open each suggestion box. At that time, the suggestions will be routed to the appropriate directorate and respond if necessary and appropriate.

19-3 SUGGESTION AWARDS

Payment of approved suggestion awards will be in accordance with applicable laws, rules, and regulations.

ARTICLE 20 REDUCTION IN FORCE

20-1 GENERAL

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

20-2 PROCEDURES

Applicable laws, rules, and regulations, will govern procedures relating to reduction in force. The Employer, in recognizing the responsibility of the Labor Organization to

represent the bargaining unit, agrees to negotiate appropriate arrangements for the bargaining unit adversely affected by implementation of this article.

20-3 DEFINITIONS

a. A RIF occurs when an employee is released from a competitive level by separation, change to lower grade, furlough for more than thirty (30) calendar days, or reassignment involving displacement of another employee, caused by lack of work or funds, reorganization, or the need to make a place for a person exercising reemployment or restoration rights.

b. The competitive areas are defined as the geographical areas governed by this labor agreement and certification. When a RIF notification is received, impact bargaining will take place to determine that portion of the bargaining unit effected.

c. Competitive Level.

(1) A competitive level consists of all positions within a competitive area, which are in the same grade and are so alike in qualification requirements, duties and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program.

(2) Supervisor positions will not be placed in the same competitive level as bargaining unit employees, unless the placement will not adversely affect a bargaining unit employee.

(3) Non-bargaining unit employees will not compete with bargaining unit employees for bargaining unit positions.

d. Tenure Groups. As defined in applicable laws, rules, and regulations, Terms and Definitions.

e. Retention Registers. A record that lists employees in descending order, within their competitive levels, starting with the employee with the most points.

(1) Points for performance are determined by the average of the last three (3) appraisals.

(2) Once authority for reduction in force is received, receipt of a new performance appraisal will not affect the employee's standing in the current reduction in force.

(3) If a tie exists, the employee with greater Leave SCD, then Illinois Employee SCD, finally Employee SCD will break the tie.

f. Voluntary Actions. Prior to issuing specific written notices, voluntary changes to lower grade, retirement, or separations shall be sought among the bargaining unit within the competitive area to reduce the overall impact.

20-4 HRO RESPONSIBILITIES

a. Meet with labor organization to explain the need for a reduction in force and provide information relative to the RIF action.

b. After the impact and implementation bargaining with the labor organization, notification of the RIF to the work force may be in the form of general notice as far in advance as possible. In any case, however, the notice will not be less than sixty (60) days. The general notice is a written notice, with an expiration date, that informs the workforce about anticipated organizational changes when specific information is

unknown. The general notice discusses any changes in the organization that may involve the mission, function, location, and number/types of positions and employees. A general notice is unnecessary when sufficient information is available to issue a specific notice. The general notice does not count toward the 60-day notice period for the specific notice.

c. Screen the manning documents to determine which vacancies will be needed for placement action.

d. The parties agree to develop an aggressive placement program to include contact with other states, local federal activities, local government, and private employers.

e. The Employer agrees to notify the Labor Organization immediately upon receiving correspondence from higher authority concerning a possible RIF. This is necessary so that a general notice may be issued as soon as possible.

f. A specific notice will be given to each affected employee to be RIF'd at least sixty (60) days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual.

20-5 APPEALS

a. A competing employee may appeal to TAG when he/she has received a specific notice of reduction in force, and he/she believes that the Employer incorrectly applied the provisions of this contract Article.

(1) An appeal may be submitted upon receipt of a specific notice, but no later than thirty (30) calendar days before the effective date of the action.

(2) The appeal must be in writing and must include the following information:

(a) Name.

(b) SSAN.

(c) Position title.

(d) Series and grade.

(e) Position description control number (PDCN).

(f) The place of employment.

b. The appeal must clearly state the reason the employee believes the action affecting him/her is inappropriate, and must show that the Employer failed to comply with the RIF procedures outlined in this Article (e.g., insufficient notice, improper tenure grouping and errors in service computation date).

c. Extension of Time Limit. The Agency may extend the appeal time limit when the employee indicates that he/she was not notified of a time limit and otherwise was not aware of it or that circumstances beyond his/her control prevented him/her from appealing within the time limit.

d. The State Adjutant General or his/her designee will issue a written decision to all interested parties and, where appropriate, direct corrective action. TAG's decision is final, and no other appeal opportunity exists. If an appeal results in the finding of an error that does not change the results of a placement action, the error will be corrected without returning the incumbent to his or her former position. If the appeal results in a finding that an error caused an incorrect placement action, corrective action may require the incumbent to return to his or her former grade and pay level or to one with similar duties, status, grade and pay. The employee may also be reimbursed for all pay lost as a result of any improper action.

ARTICLE 21 TDY AND TRAVEL

21-1 GENERAL

Selection of the 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. It is agreed when practical that time spent by an employee in travel status away from their duty station, will be performed within the regularly scheduled work week and work hours. 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 their permanent duty station. The Employer agrees to attempt to ensure that problems created by TDY assignments will have a minimal impact on the morale of the technician. Finance office personnel are available to advise, assist the technician regarding travel entitlements and reimbursements during normal duty hours. Per diem for travel or temporary duty as an employee shall be paid up to the maximum rate allowable in accordance with the Joint Travel Regulations, Volume II.

21-2 ADVANCE NOTICE

TDY schedules and sequence of events should be announced as soon as information on the TDY is available, but not less than fifteen (15) work days before required travel except when the head of an agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased. It is acknowledged that there may be specific TDY's or emergency situations where this time limit may not be met due to lack of details, although the information will be made available to the affected employee(s) as soon as possible.

21-3 ASSIGNMENT OF QUALIFIED EMPLOYEES

Management will determine what qualifications are required based on the mission requirements of a particular TDY assignment. Qualified volunteers for a TDY will be sought and accepted before non-volunteers are assigned. When an inadequate number of volunteers are available, Management will make selection(s) in a fair manner.

21-4 PER DIEM/TRAVEL ADVANCES

The preferred method for a traveler to obtain an advance is through the ATM, using the individual government charge card. Any traveler issued a government sponsored travel card shall obtain their advance from the ATM. If the traveler is qualified and offered the card, however the traveler does not accept, no EFT advance is payable. If the traveler is denied the card, or whose individual card had been cancelled due to financial irresponsibility or other specific reasons, an advance through EFT may be authorized. All orders will state whether the traveler is or is not a charge card holder.

21-5 MODE OF TRANSPORTATION

Employees will be required to use the method of transportation most advantageous to the government. However, an employee may request a mode of transportation that is not most advantageous to the government. The employee will be reimbursed according to the JTR.

21-6 TRAVEL ORDERS

a. Employees will utilize the Defense Travel System (DTS) when travel orders are required.

b. TDY/Travel orders will reflect the employee's civilian grade when traveling in a civilian status.

c. Employees will not be required to travel without published TDY orders, however in those cases where verbal orders are given, the published TDY orders will be transmitted in the most expeditious manner possible to the employee.

d. Employees may utilize their government credit card when on official TDY orders. If an employee is on TDY orders and he/she utilizes their government credit card, the employee will be required to pay the entire bill at the end of the month.

e. Employees who utilize their government credit card when they are not on official orders, or employees who fail to pay their bill in a timely manner, may be subject to disciplinary action.

21-7 TDY QUARTERS

a. Normally, employees on TDY will occupy quarters that meet "corporate standards" and will not be directed to occupy sub-standard quarters (e.g., armories, OMS shops, non-motel/hotel). However, it is agreed that the training facility such as the IMA Building at Camp Lincoln, MTC, and like facilities will meet corporate adequacy standards. Employees in civil service status will not be billeted in field condition while traveling in CONUS.

b. Billeting for employees on TDY will be based on the installations published standards. If the installation billeting office determines that quarters are not available, a certificate of non-availability will be provided. Where government quarters are not available, the Employer agrees in extenuating circumstances at their option, will provide transportation or a reimbursed rental car.

21-8 TEMPORARY DUTY STATUS

When mobilized and receiving Title 32 or active duty military pay, employees may choose to use various types of approved leave in lieu of entering into a leave of absence status from their employee employment.

a. When practical, travel while in employee status will normally be arranged within the employees scheduled hours of work. When directed by Management to travel outside

normal duty hours, compensatory time will be granted to an employee in accordance with applicable travel regulations.

b. Employees are entitled to use time off awards, compensatory time, military leave and annual leave during performance of military duty. If the employee chooses to use leave (military, annual, compensatory, time off award), it will be done prior to the effective date of the SF 50, entering the employee into Absent Uniformed Service (AUS) status.

c. When in an Absent Uniformed Service status, after the effective date of the SF 50, intermittent annual leave use is authorized during a deployment to prevent loss of holiday pay and other federal service entitlements.

(1) A balance of annual leave equivalent to a full employee duty day must be available to receive holiday pay. The annual leave has to be designated immediately prior to the holiday or immediately following the holiday. It is up to the employee to coordinate in advance with the employer their desires to accomplish the intermittent leave use.

(2) It is recommended but not required, to use the allotted 120-hours of military leave at either the beginning or end of an employee's military orders.

(3) For all other entitlement processes, HRO and other representatives of the Employer are able to provide guidance.

ARTICLE 22 COMPENSATORY TIME/OVERTIME

22-1 GENERAL

Authorized time worked in excess of the normal duty hours shall be considered compensatory time, or potentially overtime in the case of Title 5 employees. In accordance with current public law, overtime pay is not authorized for ILNG Title 32 employees. Compensatory time/overtime (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.

22-2 SELECTION FROM THOSE QUALIFIED

A register of qualified employees may be established from which CT/OT assignments shall be made. Except in uncommon or emergency situations, an employee shall have the right to arrange for a suitable qualified replacement for CT/OT assignments. The shop steward may consult with the supervisor concerning the assignments of CT/OT in an effort to keep the CT/OT equal among all employees of the same status. Supervisors will not assign CT/OT to employees as a reward or penalty. The priority of selection for CT/OT will be determined by the employee service computation date of all employees assigned to the work center.

22-3 ASSIGNMENT OF COMPENSATORY TIME/OVERTIME

The supervisor agrees to notify employees when CT/OT is available as soon as possible

after receipt of authorization. Employees designated to work CT/OT on days outside their basic work week will be notified, no later than four (4) hours before completion of their day's regular work shift, except when the head of an agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased. An employee, who is directed to work CT/OT by a supervisor, will not be responsible for pre-approval of the CT/OT. Normally, employees shall not be called back for CT/OT on their days off, except in unusual or emergency cases. Management agrees to give consideration to all circumstances including the employee's personal/family problems, when directing an employee to work CT/OT. CT/OT will only be used for mission essential and/or emergency situations. CT/OT should not be used for normal day-to-day operations.

22-4 CANCELLATION OF COMPENSATORY TIME/OVERTIME

The Employer agrees to notify the employee as soon as possible when the requirement to work CT/OT no longer exists.

22-5 CALL BACK COMPENSATORY TIME/OVERTIME

Irregular or occasional overtime work performed by an employee on a day for which work was not scheduled for the employee, or for which the employee is required to return to his place of employment, will be compensated at least two (2) hours.

22-6 COMPENSATORY TIME/OVERTIME FOR TRAVEL

- a. To the maximum extent possible, the head of an agency shall schedule the time to be spent by an employee in a travel status away from his official duty station within the regularly scheduled workweek of the employee.
- b. CT/OT will be credited in accordance with current federal regulations.

22-7 COMPENSATORY TIME USAGE

Compensatory time is subject to the same requesting and supervisor approval procedures as that of annual leave. Compensatory time may be utilized in hour increments.

22-8 RETENTION OF COMPENSATORY TIME

Compensatory time must be utilized within twenty-six (26) pay periods from the time it is earned. Lump sum payments for unused compensatory time are not authorized for Title 32 employees. Title 5 employees may request compensatory time in lieu of overtime. For Title 5 employees, compensatory time not utilized within 26 pay periods will be paid out by the Agency. An employee entitled to compensatory time off may at any time inform the employer of the date and time that the employee would prefer that time off to occur through the normal leave request procedures (currently OPM Form 71). Management officials will approve or disapprove leave request promptly and notify the employee.

ARTICLE 23 HOURS OF WORK

23-1 GENERAL

- a. The administrative work week is a period of seven (7) consecutive days starting at 0100 hours on Sunday and ending at 2400 hours on the following Saturday.
- b. The administrative workweek consists of the regular scheduled tour of duty and the regular days off. Tour of duty refers to the hours of the day and the days within the administrative workweek, during which time employees are required to be on duty regularly.
- c. All leave may be utilized in fifteen (15) minute increments.
- d. During assigned work hours all employees will comply with their respective dress codes (duty uniform T32; civilian attire T5/T32 that are militarily separated).

23-2 WEEKLY AND DAILY SCHEDULING OF WORK

- a. TAG sets the work schedule for all employees. Each facility will be operational and effectively manned Monday through Friday. To the extent possible, days off will be consecutive.
- b. When the basic work week of an employee is to be changed, Management agrees to provide the employee a work schedule not less than fourteen (14) calendar days in advance unless such schedule would handicap the military mission requirement or if cost would be substantially increased. Management agrees to consider individual requests for shift assignment changes.
- c. An employee work day will normally not exceed twelve (12) hours of duty. When it is necessary to work employees in excess of twelve (12) hours within a work day due to mission requirements, supervisors will recognize and be responsive to any degraded safety and health factors which may result from such extended work hours.
- d. Employees assigned to a regularly scheduled night shift will receive the night shift differential pay in accordance with applicable directives.
- e. The Employer recognizes the responsibility to inform the Association regarding the change of employee work schedules. I & I bargaining should occur.

23-3 LUNCH PERIOD

A thirty (30) minute period exclusive of creditable time, commencing not earlier than three (3) hours and not later than five (5) hours after the start of work, shall be designated as the lunch period. In the event the lunch period is interrupted or not started, the employee will be given equal time during that work shift to complete his lunch period. This period is the employee's time and may be taken away from the work premises.

23-4 REST PERIODS

Rest periods of fifteen (15) minutes will be granted during each four (4) hours of

continuous duty. Rest periods are considered duty time and included in the daily tour of duty.

23-5 MAKE READY AND CLEAN-UP TIME

Incidental duties that are directly connected with the performance of a job, such as obtaining and replacing working tools or materials, undergoing inspections, and similar tasks, are considered part of the job requirements within the established tour of duty. In this respect, employees will be allowed fifteen (15) minutes at the end of the work shift. Employees with soiled clothing will be allowed to change during this period.

ARTICLE 24 LEAVE STATUS

24-1 GENERAL

The Employer has the responsibility to decide when leave may be taken, and to administer the leave program in accordance with applicable laws, rules, and regulations. If an employee works a scheduled shift for which differential pay is authorized, leave taken during that scheduled shift will include a continuation of differential pay in accordance with DOD Financial Management regulations.

24-2 RESTORATION OF DUTIES UPON RETURN

An employee who has been granted approved leave of absence will, upon its expiration, be restored to duties within the scope of their position in accordance with applicable government wide regulations and law.

24-3 ENTITLEMENT TO RIGHTS AND PRIVILEGES

An employee, on approved leave of absence, will retain benefits entitled under 5 CFR.

24-4 COURT LEAVE

Court leave is leave with pay for a period of time spent in federal, State, or Municipal court by an employee for duty as a juror, witness, or for attending court at the direction of the agency. The employee will obtain an attendance slip from the court that will be provided to their supervisor and/or timekeeper in order to verify appearance at the court session. If an employee is a witness in an unofficial capacity for a private party, the absence shall be charged to annual leave, compensatory leave, or leave without pay.

24-5 ANNUAL LEAVE AUTHORIZATION AND APPROVAL

Approval or request for annual leave will be the lowest level of supervision practical, normally by the immediate supervisor. Annual leave will be approved based on workload

and mission requirements. In all instances where leave is requested in the form of a written request in advance (OPM 71), the supervisor agrees to inform the employee as soon as possible whether the leave request is approved or disapproved. When disapproved, the supervisor will note the reason in the appropriate block of the OPM 71.

a. The Employer agrees to make an effort to ensure that annual leave is scheduled in such a manner the employees will have the opportunity to take accrued annual leave, which cannot be carried forward to the next year. When there is a conflict between two (2) employees of the same work section desiring the same leave period, the conflict shall be decided on first Use or Lose leave, second requested basis. If a tie exists, Leave Service Computation Date (SCD) will be the determining factor.

b. In all instances, leave will be requested and approved in advance. For absences of forty (40) hours or more, the Employer may require employees to submit a written request for annual leave in advance of the proposed leave period.

c. In an emergency, leave may be requested by the employee from the supervisor or supervisor's designated representative within two (2) hours after commencement of the daily tour of duty. In unusual cases, when the notification is not possible, the employee may be charged AWOL subject to a later change, depending on the circumstances.

d. Consistent with workload and mission requirements, attempts will be made to satisfy the requests of the employees with respect to granting leave extension while in a leave status.

e. Employees, who are dissatisfied with the administration of their leave, may grieve using the procedure established in this agreement.

24-6 CANCELLATION OF APPROVED LEAVE

When the Employer finds it necessary to cancel approved leave due to unusual circumstances, the reason for such action will be explained to the affected employee(s). Upon request by the employee, the Employer agrees to provide a written explanation for cancellation.

24-7 FAMILY AND MEDICAL LEAVE

Family and medical leave is authorized in The Family Medical Leave Act (FMLA). The FMLA provides entitlement to twelve (12) work weeks of unpaid leave during any twelve (12) month period. FMLA may be utilized by the mother and/or father of a newborn or adopted child.

24-8 MILITARY LEAVE

a. Military leave is leave granted to government employees for the purpose of performing military duty/training on an annual basis. A maximum of fifteen (15) days military leave will be granted each fiscal year.

b. Forty-four (44) days of additional military leave for deployments outside CONUS entitles those deployed an additional forty-four (44) days of military leave while receiving their employee pay, rather than their military pay. This does not preclude employees

receiving their military pay on non-duty days. In this status comp time is not earned.

24-9 SICK LEAVE AUTHORIZATION AND APPROVAL

- a. The agency shall grant sick leave to an employee when the employee:
 - (1) Receives medical, dental, or optical examination or treatment;
 - (2) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or childbirth;
 - (3) Provides care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment; in accordance with the FMLA;
 - (4) Make arrangements necessitated by the death of a family member or attend the funeral of a family member;
 - (5) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
 - (6) Must be absent from duty for purposes related to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings, required travel, and any other activities necessary to allow the adoption to proceed.
- b. This may include disease or injury that is contracted while engaged in any military training. Supervisors must contact HRO and Medical Services to ascertain determine appropriate status.
- c. Employees not reporting for work, due to the reasons cited above, shall request sick leave from the appropriate supervisor within two (2) hours after commencement of their duty day. In unusual cases, when the required notification cannot be met, the employee may be charged AWOL, subject to a later change depending on the circumstances.
- d. Consecutive days of sick leave will require daily notification unless the employee's physician directs, prior to absence, that the employee be excused for a period beyond three (3) days, or the supervisor has approved leave for an extended illness.
- e. 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 appropriate supervisor to ascertain whether absences are properly chargeable to sick leave. Medical certificates may be required for absences in excess of three (3) workdays or for a lesser period when the agency determines it necessary. As soon as the Employer determines a medical certificate is necessary, it will communicate this requirement to the employee and also the reasons for the medical certificate requirement. The employee will have at least fifteen (15) but not more than thirty (30) calendar days to provide the medical certificate to the Employer.
- f. Sick leave may be requested and utilized in time increments of fifteen (15) minutes.
- g. Administrative leave may be authorized for job-related medical appointments.
- h. When sickness occurs within a period of annual leave, an agency shall grant sick leave for the period of sickness (subject to restrictions of 5 CFR 630-404) and documentation.

24-10 SICK LEAVE ABUSE

Whenever there is reason for the Employer to believe that an employee may be abusing sick leave, the employee will be advised through counseling and/or issuance of a leave restriction letter that there is concern and that sick leave controls may be imposed.

24-11 EXCUSED ABSENCE FOR VOTING

An employee may be granted an excused absence for time required to vote, when polls are not open at least three (3) hours before or after scheduled duty hours.

24-12 LEAVE TRANSFER

The leave transfer program is a program to donate annual leave to another employee's leave account. When the need arises, the program will be administered in accordance with applicable regulations by the HRO.

24-13 REQUEST FOR LEAVE WITHOUT PAY

Supervisors shall consult with HRO regarding requests for Leave Without Pay (LWOP).

24-14 DONATION OF BLOOD

The Employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. Employee(s) who volunteer as blood donors may be authorized four (4) hours of excused absence, insofar as scheduling, as donors will allow, for recuperation following blood donation. In unusual cases, up to an additional four (4) hours may be authorized. The employee will obtain a donation verification that will be provided to their supervisor and/or timekeeper in order to verify blood donation. The scheduling of blood donation times will be the function of the appropriate supervisor with times being equally rotated throughout the work section. Emergency donations will be handled on a case-by-case basis by the appropriate supervisor.

24-15 BONE MARROW/ORGAN DONATION

An employee who is a bone marrow or organ donor is entitled to leave as outlined in 5 USC 6327.

24-16 LEAVE OF ABSENCE FOR UNION OFFICIALS

The Employer agrees that when adequate advance written notice is given, an employee of the bargaining unit elected or appointed to a national labor organization office, or as a delegate to an ACT activity requiring an extended leave of absence, shall be granted annual leave and/or leave without pay.

**ARTICLE 25
STANDBY/ON-CALL STATUS**

25-1 STANDBY (PAY STATUS)

An employee will be considered on duty and time spent on standby duty shall be considered hours of work if the employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his/her own purposes.

25-2 ON-CALL (NON-PAY STATUS)

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

(1) The employee is allowed to leave a telephone number or to carry an electronic device provided by the Agency for the purpose of being contacted, even though the employee is required to remain in a reasonable call-back radius; or

(2) The employee is allowed to make arrangements such that another person will perform any work, which may arise during the on-call period. Such arrangements must be coordinated with the substitute worker and the supervisor concerned.

b. The parties agree that an on-call rotational list shall be created among qualified employees for the purpose of covering on-call situations. The list shall be implemented and maintained. Should the employee not be able to work while in an on-call status, for whatever reason, the Employer agrees to contact the next available qualified employee on the list.

c. If an employee works outside his/her normal duty schedule due to being called in while on an on-call status, the employee will be entitled to CT/OT from the time he/she agrees to come into work to the time he/she is released from the duty location.

**ARTICLE 26
HEALTH AND SAFETY**

26-1 GENERAL

The Employer agrees to make every effort to provide safe and healthful working conditions in compliance with applicable laws and regulations. The Union recognizes its responsibility to encourage all employees to observe safety policies and procedures, and that the Employer is responsible to provide required safety training. Appropriate actions to correct the unsafe situation must be taken by both the Employer and the employees. The Union and employees may also assist by suggesting methods of improving safety conditions. The Employer and the Union agree to analyze all situations relating to hazardous exposure, particularly in a cold and heat environment.

26-2 SAFETY FACTORS

Management has the responsibility to ensure that the working conditions are as safe as possible and that all employees observe safety rules and procedures. All employees should report violations and hazards as soon as they are noticed and take appropriate actions to correct the unsafe situation. When deemed necessary by Management for safety reasons, the Employer may conduct periodic checks of employees working in isolated hazardous areas. The employee should file the appropriate Service Hazard Report if convinced that the work situation is unsafe.

26-3 HAZARDOUS MATERIAL

Communications Training. The Employer agrees to provide HAZCOM/HAZMAT training in accordance with federal and State laws and will be implemented in accordance with DOD directives. Material Safety Data Sheets (MSDS) will be available to the employees affected and be in close proximity and available for the employee's use.

26-4 PERSONAL PROTECTIVE EQUIPMENT

The Employer will provide Personal Protective Equipment (PPE) where required. This equipment will be made readily available for use. Exchange for unserviceable PPE will be at no charge to the employee. PPE required for each work center will be determined by the supervisor after consultation with the Safety Office in accordance with 29 CFR, Sections 1910.120 App. Band 1926.65 App. Band 1910.132-138. Provisions will be made for cleaning and care of the equipment at the facility or another suitable facility at no cost to the employee, so as not to introduce hazards outside the work place. Lockers and/or storage space shall be provided for PPE. The Employer agrees to ensure security of individual issued PPE when stored in a common use storage area.

26-5 SMOKING

Both Management and the labor organization recognize the rights of all employees, and in accordance with federal law, smokeless tobacco and smoking will not be permitted within any buildings, conveyances, or work areas occupied by members of the ILNG.

a. The parties shall jointly identify existing outdoor areas where employees may smoke, that are reasonably accessible to employee's work sites, and provide a reasonable measure of protection from the elements.

b. Employees, who desire to enter a smoking/tobacco use cessation program may contact the Employee Assistance Program.

c. Employees who use the smoking area will be responsible for trash disposal, cleaning, and upkeep of the designated smoking area.

26-6 LIMITED DUTY/DISABILITIES

a. Consistent with law, rule, and regulation, an employee who has been injured on duty or temporarily incapacitated and able to perform limited duty may be afforded the opportunity to perform alternate duties, at the Employer's discretion, until they have recovered from the injury or incapacitation. Employees serving in a temporary limited duty status may apply for and will be considered for promotion, if otherwise eligible.

b. OWCP Continuation of Pay. For any covered incapacitating injury incurred while in a duty status, employees may be authorized continuation of pay (COP) status for a period not to exceed forty-five (45) days. Early filing of a Workers' Compensation Claim Form CA-1 for an injury/CA-2 for illness/disease is essential to ensure full coverage for any job-related injury or illness.

26-7 IMMINENT DANGER

a. Applicable safety directives will not be violated in the performance of an employee's duties. Assigned duties that violate safety directives will be brought to the immediate attention of a management official.

b. The term "imminent danger" means any conditions or practices in any workplace which could reasonably be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient) immediately or before there is sufficient time for imminence of such danger to be eliminated through normal procedures.

(1) In the case of imminent danger situations, employees shall make reports by the most expeditious means available.

(2) The employee has the right to decline to perform assigned tasks because of reasonable belief that, under the circumstances, the tasks pose 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 hazard reporting and abatement procedures. In these instances, the employee must report the situation to the supervisor or the next immediately available higher level supervisor.

(3) If the supervisor believes the condition or corrected condition does pose an immediate danger, Management shall request an inspection by the State Safety Office as well as contact the Labor Organization, who shall be afforded the opportunity to be present at the time the inspection is made.

(4) Should the State Safety Office decide the condition does not pose an immediate danger or if the supervisor gives the instruction to return to work, with or without attempted corrective action, the employee must choose between:

(A) Setting aside his/her concerns and perform the work or;

(B) Disobey the order and risk disciplinary action, for example, insubordination.

(5) Continued refusal by the employee at this point would be justified, if there were a reasonable basis for the employee to believe that imminent danger was present.

26-8 TEMPERATURE RESTRICTIONS

a. The Employer and the Labor Organization mutually recognize the hazards of working in extremely cold or extremely hot temperatures, while at the same time,

acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. It is acknowledged that it is the responsibility of each employee to ensure the adequacy of cold/hot weather gear worn and to make full and proper use of all such protective equipment prior to venturing out into extreme temperatures. Heater availability and tasks that are done in protected areas may allow for extended periods of work during extreme temperatures.

b. Management acknowledges that there are certain cold and hot related situations beyond which employees are capable of performing sustained work.

c. The Union and the Employer acknowledge the potential of the hazards of working in extreme temperatures, both cold and hot; and, of the necessity for accomplishing mission-related tasks even in the most extreme temperatures. Employees, whose duties require work out of doors with repetitive prolonged exposure, will be furnished appropriate protective gear at no cost to the employees.

d. Management acknowledges that certain extreme temperature conditions could arise, which would preclude the performance of work on a sustained basis.

e. Extreme Cold.

(1) Outside, unsheltered work will be controlled when the Wind Chill Index/ Equivalent Chill Temperature (WCI/ETC) is computed to be colder than zero (0) degrees Fahrenheit. The supervisor will monitor the safety of the employee.

(2) Outside, unsheltered work will cease when the WCI/ECT exceeds minus ten (-10) degrees Fahrenheit. However, the movement of essential equipment into and out of maintenance areas may be accomplished by the most expeditious means available.

f. Extreme Heat.

(1) Outside, unsheltered work will be controlled when the Heat Index (HI) is computed to exceed one hundred (100) degrees Fahrenheit. The supervisor will monitor the safety of the employees.

(2) Outside, unsheltered work will cease when the HI exceeds one hundred five (105) degrees Fahrenheit. If operational duties are required, water intake will be increased and work/rest cycles established.

26-9 WIND

Wind causes fatigue and other safety considerations, such as static electricity. Refueling/defueling operations will cease when wind speed exceeds twenty (20) knots. Supervisors will monitor wind speed and ensure employees, who show signs of fatigue, are allowed to take a five (5) minute rest period away from the wind. During any fuel transfer operation, any visual or audible signal of excess static electricity will be interpreted to mean the potential of extremely hazardous conditions. The operation will be stopped immediately and corrective measures will be taken to prevent ignition and/or explosion.

26-10 SEVERE WEATHER

a. During an official Tornado Warning, issued by the National Weather Service, employees will be allowed to take cover.

b. Personnel conducting outside activities will be allowed to take shelter when

electrical storms (lightning) is determined to be within seven (7) miles of their work site.

26-11 TDY SAFETY

When employees are sent to repair/retrieve an aircraft or other equipment out of commission at other than home station, full consideration will be given by the Employer to the method, the means, and the appropriate number of personnel by which such repair should be accomplished, to ensure both expeditious job accomplishment and safety of personnel. Weather condition restrictions in this contract will apply at all TDY locations.

26-12 MEDICAL SURVEILLANCE PROGRAM

The Employer and the Union acknowledge the need for a comprehensive medical surveillance program for the health and wellbeing of the employees and to abide by established service regulations and safety standards. Medical information, essential to work site safety, will be provided to the supervisor. Personal medical information, having no impact on other workers or work site safety, will not be provided to the supervisor without written approval of the employee.

26-13 MOTORCYCLE SAFETY POLICY

Employee operators or passengers of a motorcycle on Illinois Army National Guard installations will wear the required personnel protective equipment and clothing (PPEC) to include a helmet meeting the DOT motorcycle safety helmet construction standards properly fastened under the chin, proper eye protection meeting or exceeding ANSI Safety Code Z 87.1, long trousers, long-sleeved shirt or jacket, high-visibility garments (bright color for day and retro-reflective for night) and sturdy footwear, whenever and wherever they operate or ride a motorcycle in a duty status, to include any ILARNG property. See DMAIL Policy/Procedure Memo 2008-10, dated 28 May 2008.

26-14 COVERALL/UNIFORM CLEANING

The Employer will provide for the cleaning of coveralls/uniforms that have been contaminated with hazardous materials. Uniforms may be modified by the cleaning contractor for accountability purposes.

26-15 UNIFORM EXCHANGE

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

b. T32 employees receive their normal issue of military apparel through their membership in the ILARNG. The following process will be observed when requesting

uniform items/replacement:

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

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

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

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

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

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

(5) The employee may file a grievance.

ARTICLE 27 HAZARDOUS DUTY AND ENVIRONMENTAL DIFFERENTIAL PAY

27-1 PURPOSE

The purpose of this Article is to define the guidelines for which Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDP) will be determined. The current applicable laws, rules, and regulations will be used to process and define all HDP and EDP entitlements claimed by all Civilian employees of the ILNG.

a. Employees, who believe they may be entitled to EDP may have the local conditions evaluated IAW the directives of applicable laws, rules, and regulations and submit recommendations through normal channels for consideration. Assistance will be provided by the employer or Union if requested. The Employer agrees to compensate those employees who qualify for HDP or EDP IAW applicable laws and regulations of appropriate authority. The parties agree that EDP is no substitute for a clean and healthful work environment. Both parties agree that their objective shall be the elimination or reduction to the lowest possible level, all hazards, physical hardships, risk to personal injury, and working condition of an unusual nature. The existence of EDP is not authorized to condone work practices that circumvent federal and State safety laws, rules and regulations.

b. The Employer agrees to permit a designated Union official to attend Safety Council meetings to present the views of the Union on matters affecting the working conditions of employees as they pertain to the safety and health of employees. Should the Employer establish a safety Committee, the Union will designate the employee representative(s).

c. The Employer agrees to form an EDP/HDP review committee. The committee will meet at least twice annually to review situations which may entitle employees to EDP/HDP and make appropriate recommendations. The Union will be entitled to have one voting representative on this committee.

ARTICLE 28 ADVERSE ACTIONS

28-1 GENERAL PROVISIONS

a. In taking an adverse action, the Agency will rely on the procedures contained in applicable law, rules, and regulation as a guide. Thus, the Table of Penalties, are exemplary rather than mandatory. The parties agree that Management retains the right to act in accordance with 5 USC 7106.

b. The use of disciplinary and adverse actions is intended to be corrective in nature with rehabilitation of the employee as its main goal. There are two types of disciplinary action that may be taken against an employee (i.e., informal disciplinary action and formal disciplinary action).

c. Prior to discussions that may lead to disciplinary or adverse actions or during discussions when the supervisor first determines that the discussion may lead to disciplinary or adverse actions, the supervisor will so inform the employee. The employee may then request a representative be present. If representation is requested, the investigatory interview must be delayed for a reasonable amount of time until a Union representative can be present. The employee does not have a right to demand a particular Union representative.

28-2 INFORMAL DISCIPLINARY ACTIONS

a. Informal disciplinary actions consist of counseling and admonitions and are considered the first step in constructive discipline. During the meeting, the employee will be advised of the specific infraction(s). The employee will be given an opportunity to provide an explanation of the issue in question.

(1) A Counseling is a business-like exchange of information initiated by a supervisor that informs an employee of workplace rules or procedures, or clarifies rules or procedures previously communicated to the employee. Counseling is a private matter between the supervisor and the employee. Counseling is not a disciplinary action. A Counseling should be annotated in the employee's automated supervisor's brief.

(2) An Admonishment is a communication to an employee to stop a certain course of action or to commence a certain course of action as required by the employee's position or chain of command directive. An admonition also contains the warning that failure to stop a certain course of action, or start a course of action, may result in disciplinary or adverse action. An admonition should be annotated in the employee's automated supervisor's brief.

b. The automated supervisor's brief is of a personal nature; access will be limited to appropriate Management officials, the employee concerned, to the Union as needed and

appropriate or to the individual whom the employee has given written permission. Notations may be made in pencil or computer generated. The employee shall initial by the notations. Initialing does not indicate agreement; it merely verifies the employee was notified.

28-3 FORMAL DISCIPLINARY ACTION

A Letter of Reprimand (LOR) is a formal disciplinary action without an adverse action connected to it. An LOR may be used where a counseling or admonition is ineffective or where the nature of the offense warrants a more serious and formal action.

a. The LOR is issued by a person in the employee's supervisory chain. If it is issued by a supervisor other than the first line supervisor, the first line supervisor will receive a copy of the letter of reprimand.

b. A supervisor must ensure all relevant facts are obtained and reviewed concerning the incident or conduct involved. This is best accomplished by discussing the facts with the employee and allowing for the employee's input and explanation. The supervisor will generally determine whether an LOR is appropriate within 30 days of the incident or within 30 days of becoming aware of the incident, and will generally issue an LOR within an additional 30 days. This provision does not preclude management from taking disciplinary action if these timelines are not met.

c. LORs will be cleared for procedural accuracy through the HRO. The LOR must include notice to the employee that the LOR will remain in their eOPF for one (1) to three (3) years. An LOR of up to one (1) year may be issued by the immediate supervisor; an LOR of up to two (2) years requires approval of 2nd level supervisor; an LOR of up to three (3) years must be approved by the DIR or designated representative. A letter of reprimand must also include:

(1) A description of the violation in sufficient detail to enable the employee to understand why the reprimand is being given.

(2) A notice to the employee, that the reprimand may be grieved through the negotiated grievance system.

d. All LORs are subject to grievance except letters of reprimand that are a reduction of a penalty imposed in an adverse action. A grievance of an LOR may be made through the negotiated grievance procedure. A successful grievance would cause the reprimand to be withdrawn and any record of the reprimand to be deleted.

28-4 ADVERSE ACTIONS

a. Disciplinary Adverse Actions consist of a reduction to lower grade, suspension without pay, or removal. It will be accomplished in accordance with applicable regulations, this Agreement, and may be reviewed by the TAG.

b. The employee may request representation at a disciplinary counseling session if the employee believes the counseling action may lead to formal disciplinary or adverse action. Representation does not preclude management from disciplining an employee.

c. Adverse actions will be cleared for procedural accuracy through the Human Resources Office.

d. Appeals:

(1) Upon receipt of the original decision, the employee has fifteen (15) calendar days to decide whether to appeal and which process to select. Employees may submit a written request for an appellant review by TAG or an Administrative Hearing conducted by a National Guard hearing examiner, but not both. In addition for suspensions greater than fourteen (14) days, change to lower grade, or removal, the employee has 30 days to decide to elect to appeal to the Merit System Protection Board (MSPB).

(A) Appellate Review. If the appellant requests an oral presentation with TAG, the appellant will do so in writing using the attached form. (See Appendix I)

(B) Administrative Hearing. An NGB hearing examiner will gather all available facts through an administrative hearing process and issue a report of findings and recommendations to TAG.

(C) Employee may also have the right to file an appeal of certain actions (see paragraph d (1) above) to the MSPB. The appeal must be submitted in writing in accordance with their procedures. Employee must file an appeal with the MSPB within 30 calendar days after the effective date of the action or the date the employee receives the decision, whichever is later.

(2) Employees who appeal shall identify which appeal procedure they are requesting, specifically state the reason for the appeal and shall include all evidence necessary to substantiate their appeal. If the employee is submitting documentation that was not included in their response to the deciding official, the employee must articulate why the evidence was not submitted. The TAG or Hearing Examiner will determine if the evidence is admissible. TAG is the final appeal authority for adverse actions, except for those that fall under MSPB jurisdiction.

28-5 REPRESENTATION

If an employee requests representation, further questioning will take place once the representative is present within a reasonable amount of time.

28-6 NON-DISCIPLINARY ADVERSE ACTIONS

Non-disciplinary adverse actions will be administered according to applicable regulations, with certain non-disciplinary adverse actions appealable to TAG.

ARTICLE 29 GRIEVANCE PROCEDURES

29-1 GENERAL

a. The purpose of this Article is to provide for the prompt, equitable, and orderly settlement of disagreements over conditions of employment by the Union, Employer, employee or group of employees.

b. These procedures shall be the exclusive procedure available to the parties and the employees in the unit for resolving such grievances. However, any employee or

group of employees in the unit may present such grievances to the Employer and have them adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of this agreement and the Union has been given opportunity to have a representative present during the grievance proceeding. The union on its own behalf of the bargaining unit personnel, may present and process a grievance.

29-2 DEFINITIONS

- a. Grievance means any complaint;
- b. By an employee concerning any matter relating to the employment in the bargaining unit;
- c. By the Union concerning any matter relating to the employment of any employee or bargaining unit;
- d. By the employee labor organization, or agency concerning:
 - (1) The effect or interpretation, or a claim of breach, of the collective bargaining agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation effecting conditions of employment.

29-3 REPRESENTATION

Recognition of representatives will be afforded as follows:

- a. If an employee or group of employee's desire a representative to aid them in the presentation or pursuit of their grievance, a statement to this effect naming the representative must be presented before a representative will be recognized. Such representative will be recognized if he/she is the duly appointed steward, President, or Chief Steward of the Union. Any other person named must have the approval in writing from the Union President or his designee before recognition will be afforded. This does not preclude a member seeking legal counsel at their own expense.
- b. The Union may initiate a grievance to the TAG or his designated representative under the procedures in this Article, but only a duly elected official of ACT 120 will be recognized as a representative of the Union in the processing of a Union initiated grievance.
- c. Any duly elected officer or appointed steward may represent the Union at any meeting held to present an adjustment of any grievance handled under this procedure.
- d. Employees and recognized representatives shall be unimpeded and free from restraint, coercion, discrimination, or reprisal in exercising their rights to present grievances under this procedure.

29-4 ACTIVITY HEADS DEFINED

Throughout this Agreement, Activity Heads are identified as follows:

- a. Units, Office of the Adjutant General – Command Administrative Officer, TAGO.
- b. Property and Fiscal Office – U.S. Property and Fiscal Officer.

- c. Army Aviation Support Facility – State Army Aviation Officer.
- d. Combined Support Maintenance Shop/Organizational Maintenance Shops – State Maintenance Office.

29-5 REJECTIONS

A grievance may not be rejected in the Informal Procedure for any reason. If the grievance is not timely or consists of a matter not covered under the negotiated procedure, the grievant should be so advised, but he must be allowed to submit his grievance under the formal procedures if he insists.

29-6 EXCLUSIONS

It is agreed that this negotiated procedure is a full coverage procedure except for those matters specifically excluded below and by law 5 U.S.C. Chapter 71) from the coverage of this agreement. Matters excluded from the negotiated grievance procedures are:

- a. Retirement, life insurance, or health insurance.
- b. A suspension or removal under Para. 7532 of Title 5, U.S.C.
- c. The classification of any position, which does not result in the reduction in grade or pay of an employee. This matter may be appealed under other procedures. Classification appeals will be done in accordance with appropriate procedures and directives.
- d. An EEO complaint.
- e. Any claimed prohibited political activity.
- f. Any examination, certification or appointment.
- g. Any actions taken pursuant to the provisions of Title 32 Section 709 (f) 1-6.
- h. The assignment of ratings of record.
- i. The award of any form of incentive pay, including cash awards; quality step increases; or recruitment, retention, or relocation payments

29-7 PROCEDURES

The following procedures will be followed by employees and their representatives, if any, the Union, and Management representatives in handling grievances.

a. Informal Procedure. This procedure is established to provide for the efficient resolution of grievances at the lowest possible level of Management and in the shortest possible time. Both the grievance and Management's response may be presented orally or in writing.

(1) The informal grievance must be presented by the employee(s) and the representative, if any, to the individual acting as the immediate supervisor. The grievance must be initiated within fifteen (15) calendar days of the incident that gave rise to the grievance unless the grievant(s) could not reasonably be expected to be aware to be aware of the incident by such time, in which case the grievance must be initiated within

fifteen (15) calendar days of the date the grievant(s) became aware of the incident.

(2) The informal grievance must be presented by the appropriate representative of the Union when the Union is the grievant, to the supervisor or Management official who took the action or created the condition that is being grieved.

(3) Management or the Union will consider the grievance and render a decision to the grievant(s) within ten (10) calendar days following receipt of the grievance.

b. Formal Procedure. If the grievance is not resolved with the decision reached through the Informal Procedure, the grievance to be considered under the Formal Procedure must be reduced to writing and presented to the Activity Head by the grievant(s) or their representative, within ten (10) calendar days after receipt of the written/oral decision.

(1) The written grievance may be submitted on form provided by the Union or may be submitted in letter form. Regardless of the form used for submission, the written grievance must contain the following elements:

(A) Sufficient detail to identify and clarify the basis for the grievance, to include employee name and position title.

(B) References to those Articles and sections of the negotiated agreement allegedly violated, as well as other statutory violations.

(C) A statement of the remedial action or personal relief sought. (A request for disciplinary action by an official or another employee is not an appropriate remedial action or personal relief and, therefore, will not satisfy this requirement.)

(D) A statement of reasons(s) why the grievant(s) believes the remedy should be granted.

(E) The name of the designated representative, if one has been DESIGNATED.

(2) Upon receipt of the formal grievance, the Activity Head must first determine whether the grievance is timely, is covered under the negotiated grievance procedures, and has been processed through the informal procedures. The Activity Head may reject the grievance on one of these grounds, if appropriate, or if not rejected, he will render a decision within ten workdays. Such rejection or decision and its basis shall be in writing. If the Activity Head cannot resolve the grievance in a manner acceptable to the grievant(s), he/she shall forward the grievance file to TAG of Illinois.

(3) The following procedures shall be the exclusive procedures available to the bargaining unit employee for resolving grievances.

(4) TAG may reject the grievance for any of the following reasons: (Refer to 29-6)

(A) Law, policy or regulation of the National Guard Bureau or other appropriate authority outside the National Guard Bureau.

(B) The terms of this negotiated agreement.

(5) If not rejected, TAG shall cause the grievance to be investigated as determined necessary and will render a written decision to the grievant(s) and the representative, if any. This decision shall be the final step in the grievance procedure. If TAG's decision does not resolve the grievance, the Union may pursue the grievance to arbitration within thirty (30) calendar days in accordance with the provisions of the Arbitration Article in this agreement.

29-8 EMPLOYER GRIEVANCE

The Employer may initiate a grievance and present it to the Union President with a request for adjustment. The grievance may be presented either orally or in writing. The Union President will respond within ten (10) calendar days. The response may be oral or written. If the grievance is not resolved by the Union President's response, the Employer may pursue the grievance to arbitration in accordance with the provisions of the Arbitration Article in this agreement.

29-9 RIGHT TO INFORMATION

Upon request and subject to law, rule, or regulation, Management will supply the Labor Organization with any investigation reports and/or documents used in the original action when denying a grievance. This is to ensure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of the grievance/arbitration procedures. During arbitration, the Agency cannot introduce into evidence, documents that have not been shared with the Labor Organization prior to the Labor Organization making a decision on whether or not to pursue the avenue of arbitration.

ARTICLE 30 ARBITRATION PROCEDURES

30-1 PURPOSES

a. Any grievance not satisfactorily settled under the negotiated grievance procedure shall be subject to binding arbitration. Arbitration will be invoked only by the Employer or the Union. The parties agree to assist the arbitrator by making complete case presentations and by fully laying out applicable laws, regulations, and other precedent cases which are appropriate to the case being heard.

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 may rule on the question of arbitrability and when applicable, the subsequent question(s) on the merits of the case.

30-2 ARBITRATOR SELECTION

a. Within five (5) work days from the date of the request for arbitration, either party or both parties together shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) available arbitrators. FMCS will be notified on the request for arbitration panel of any special requirements to include the procedures for arbitration agreed to by the parties in accordance with Section 3 below. The parties shall meet within fifteen (15) workdays after both parties have received the list of arbitrators. If the parties cannot mutually agree upon one of the listed arbitrators, a toss of a coin will

determine which party will be selected to strike a name from the list first, with each party alternately striking a name until only one (1) name remains; labor tosses and Management call it. The remaining arbitrator will be contacted to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within one hundred twenty days (120) days, the parties may select a new arbitrator using the above procedure. A copy of documentary evidence, witness list, proffers, and proposed exhibits or information such as to be furnished to the arbitrator will be given to the other party five (5) working days prior to the arrival of the arbitrator in a logical tabbed sequence. Information to the arbitrator not received within five (5) days cannot be used.

b. If either party refuses to participate in the selection process, the arbitration action will proceed with the remaining party accomplishing the selection.

30-3 LOCATION OF THE HEARING

Arbitration hearings will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. Employees of the agency who participate in the hearing will be on official time.

30-4 ARBITRATION EXPENSES

The arbitrator's fees and necessary travel expenses will be borne by the non-prevailing party. If a transcript is required by the arbitrator, the expense will be shared equally by the Union and Management.

30-5 FLRA EXCEPTIONS

The parties understand the Federal Labor Relations Authority has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later than thirty (30) days from the date the award is served on the parties. The date of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final, binding and effective on the thirty-first day.

30-6 COMPLIANCE

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.

ARTICLE 31 DUES DEDUCTION AND REVOCATION

31-1 WITHHOLDING FORM

The Standard Form 1187 (SF 1187) for dues deduction will supplied by the Labor

Organization and will be available at the Labor Organization Office. The SF 1187 will be used as authorization for payroll deductions of dues.

31-2 PROCESSING

- a. The completed SF 1187 will be given by the Labor Organization to the HRO.
- b. The SF 1187 will be completed and certified as to the amount of withholding as established by the National ACT Constitution, and that the member has been advised of the contents of the form.
- c. The SF 1187 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 HRO. Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rate of base pay changes.
- d. 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 the agency; or when the employee has been suspended from the Labor Organization.
 - (1) When an employee returns from a temporary promotion outside of the bargaining unit, the dues withholding will resume the first full pay period after the employee elects to return to the bargaining unit.
 - (2) It is the individual's responsibility to maintain dues payments, if the employee so desires, in order to protect union associated insurance or other union benefits.
 - (3) The Union will notify the HRO of the suspension or expulsion of the union member.

31-3 DUES REVOCATION

- a. The Employer agrees to provide the Labor Organization with copies of the Standard Form 1188 for use in revoking dues allotments. These forms will be available in the Labor Organization Office and HRO for those individuals wishing to revoke their dues withholding. The Standard Form 1188 will be the only form used for dues revocation.
- b. The individual will turn the completed standard form into the HRO.
- c. The HRO representative 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 HRO to the Labor Organization within ten (10) working days after receipt of the signed form from the employee.
- d. The first pay period of January shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the HRO not later than 31 December. Dues revocation shall not become effective after the first full pay period in January.
- e. New members shall have the option of dues revocation on the first annual anniversary date after the employee's election to participate. Dues Revocation Form must be submitted to the HRO not later than the last workday prior to the employee's anniversary date. Effective date of revocation will be the first full pay period after the

anniversary date. After the first anniversary date, revocation may only be made in accordance with paragraph d above.

31-4 EXCLUSIONARY PROVISIONS FROM LMA

a. The Association and the Employer recognize that the expiration of the Labor Management Agreement (LMA) shall not terminate or in any manner affect dues withholding established under this article. The parties agree that dues withholding shall continue under the procedures set forth in this article during renegotiations of the LMA or until otherwise changed by mutual, written consent of the parties.

b. This article may only be terminated by mutual consent of the parties, and in compliance with the requirements set forth in 5 U.S.C. Chapter 71.

ARTICLE 32 COMPUTER POLICY

32-1 COMMON ACCESS CARDS

All employees must have a Common Access Card (CAC) to access the government computer network system and to gain entrance to ILNG facilities. Common Access Cards are accountable forms and are required to be safeguarded to prevent theft, loss, or misuse by unauthorized personnel.

32-2 USE OF THE INTERNET AND ELECTRONIC MAIL

a. Access to and use of the ILNG Communication Systems will be "For Official Use Only." This includes internet, electronic mail, telephone lines and instruments, facsimile machines, and digital senders. Access to the internet by any computer connected to a federal or state computer network **WILL** be subject to monitoring. Employees may use the communication system on breaks and at lunch time. However, the communication will comply with the requirements listed below.

b. Employees will not share or allow another to use their password/account without the expressed written permission of DOIM.

c. Prohibited uses include:

(1) Use of communications systems that would adversely reflect on DOD or the Army (i.e., sexually explicit e-mail, pornographic images, or virtual computer-generated pornographic images, chain e-mail messages).

(2) Use of communications systems for unlawful activities, commercial purposes, or in support of for-profit activities, personal financial gain, personal use inconsistent with DOD policy.

(3) Political transmissions to include transmissions that advocate the election of particular candidates for public office.

d. Army communications systems will not be used for purposes that cause congestion, delay, or disruption of service to any computing facilities or user. Such uses

include, but are not limited to, the use of communications systems to:

- (1) Create, download, store, copy, transmit, or broadcast chain letters
- (2) "Spam" to amplify the widespread distribution of unsolicited e-mail
- (3) Employ for personal use applications using streaming data, audio, and video, unlicensed software, games, software that may cause harm to government computers and telecommunications systems.

e. Personnel will utilize government provided email systems or devices for government use.

(1) When acting in an official capacity, employees will use their government email address. The use of commercial Internet Service Providers (i.e., AOL) or e-mail accounts (i.e., Yahoo mail, GMAIL) for official purposes is prohibited.

(2) Auto-forwarding of official email to non-official accounts (i.e., Yahoo email, GMAIL) or devices are prohibited.

f. The above is not an exhaustive list of prohibited uses (see DMAIL Policy dated 3 September 2008).

ARTICLE 33 TELEPHONE POLICY

33-1 EMPLOYEE USE OF GOVERNMENT PHONES

a. Calls may be received or initiated from installation telephones but conversation should be reasonable in duration and not excessively interfere with the performance of duties. Excessive interference will be determined by the employee's supervisor.

b. The Union will be allowed the use of the telephone system for the purpose of administering the party's collective bargaining agreement, and would make the telephone system a tool to assist in the implementation of the conditions of employment.

c. The use of government telephones is authorized for personal telephone calls that are made over the installation telephone network, if the calls are consistent with the following criteria:

- (1) If long distance, the government will not incur any extra costs, except when:
 - (A) An employee is injured on the job;
 - (B) An employee is required to work overtime without 24 hour notice;
 - (C) An employee needs to make a brief call to arrange for care of an ill child/parent; and/or
 - (D) To make medical or dental appointments.
- (2) Call is to a toll free number.

33-2 CELL PHONE USE (INCLUDES TEXT MESSAGING)

a. In order to ensure employee safety, cell phone use is strictly prohibited except in designated areas.

b. If an employee receives a call, he/she must move outside of the restricted area to a designated area. All calls initiated by an employee will be from a designated area.

c. Calls may be received or initiated from cell phones, but the conversation will be reasonable in duration and not excessively interfere with the performance of an

employee's duties. Excessive interference will be determined by the employee's supervisor.

d. Employees must use hands free devices when driving a military or government vehicle, and when driving their POV's on federal/State property.

ARTICLE 34 RIDESHARING

34-1 DEFINITION

Any mode of commuting, which does not involve driving alone in one's own personal vehicle.

34-2 PURPOSE

To save energy and relieve parking problems. Management should encourage participation in ridesharing by as many employees as possible.

34-3 LOCATION

Off-street or indoor parking will be provided during normal duty hours where possible within the limits of safety and available space. Union officials may utilize visitor parking on as-available basis when visiting a facility.

34-4 OVERTIME CONSIDERATION

When overtime work is required, especially when short notification occurs, consideration should be given by Management to employees that rideshare.

ARTICLE 35 WORKERS' COMPENSATION AND RETIREMENT TRAINING

35-1 WORKERS' COMPENSATION BRIEFING

The Employer will provide a briefing on a periodic or on a request basis to all supervisors, Union officials, and any interested employees with regard to the Federal Employees Compensation Act (FECA). This briefing shall cover the use of the various forms associated with Federal Workers' Compensation. This briefing must be presented by an individual knowledgeable of the FECA Act and should be an accredited Injury Compensation Specialist.

35-2 RETIREMENT BRIEFING

a. The Employer agrees to provide a retirement briefing annually. All employees who are to retire within a twelve (12) month period of the briefing will be allowed to attend.

The briefing should consist of:

- (1) Retirement Planning.
- (2) FEGLI Life Insurance.
- (3) Health Insurance Including Open Season.
- (4) OPM Briefing.
- (5) Survivor Benefits.
- (6) Total Retirement Benefits.

b. Letters to affected employees shall be generated by the HRO Office and an invitation extended to the employees' spouses to also attend this briefing.

ARTICLE 36 OCCUPATIONAL PHYSICALS AND HEARING TESTS

36-1 GENERAL

a. The Employer agrees to continue a Medical Surveillance Program for the expressed purpose of screening the health of employees whose occupation exposes them to various toxins, hazardous, hearing and/or other cumulative hazardous working conditions.

b. These employees include, but are not limited to:

(1) Employees who work in areas that produce loud or high frequency noises to include, but not limited to the following:

- (A) CSMS
- (B) OMS
- (C) UTES
- (D) AASF

(2) All employees who work in areas that have or work with paints, hydraulic fluids, fuel (fuel tanks), x-rays, radar, and other hazardous materials or agents according to all Material Safety Data Sheet.

c. All employees will be given an annual physical/hearing test with special consideration given to their various working conditions.

d. Medical records are for official use only and will not be released to any third party, unless:

- (1) The third party request is based on an official need-to-know;
- (2) There is an employee-generated Privacy Act Release form on file; or
- (3) If illegal drug use is discovered.

ARTICLE 37 LABOR RELATIONS MEETINGS

37-1 LABOR/MANAGEMENT MEETINGS

a. In order to enhance the working relationship and encourage open communication,

the Employer, upon request, will hold semiannual labor- management meetings. The purpose and intent of these meetings are to discuss employment conditions and other factors relating to civil service employment. The following personnel should attend if at all possible:

- (1) Facility Managers.
- (2) ACT Chapter President.
- (3) Guest Commanders.
- (4) Labor Relations Specialists.
- (5) ACT Stewards
- (6) Directors.

b. The Employer will provide the facilities and will coordinate the meetings. Official transcripts or minutes are not necessary. Agreements during these meetings cannot supersede or rescind this Labor-Management agreement.

ARTICLE 38 RIGHT TO INFORMATION

38-1 GENERAL

a. Upon request, the Employer shall provide to the Labor Organization information concerning bargaining unit member's conditions of employment, unless disclosure of the requested information is prohibited by federal statute, and the Privacy Act.

b. All information requests can be generated from the Union officers, or National Field Representative concerning any condition of employment. The Employer shall provide this information within a ten (10) working day period unless written agreement extends this time period.

c. An example of this information may be a proposed position description change, information concerning a reduction in force, or a transfer of function, to name a few. An individual requesting this information must go through his/her immediate supervisor. The local chapter of ACT requesting this information may go directly to TAG of Illinois or designated representative. The National Field Representative will request information through the HRO with a courtesy copy to the affected facility.

d. Formal information requests made by the officers of ACT Chapter 120 or the National Field Representative will be IAW the provisions of 5 U.S.C. 7114 (b) (4). These requests will be furnished in writing to the HRO. The HRO will provide the requested information within ten (10) working days unless written agreement extends the time period.

ARTICLE 39 AGREEMENT ADMINISTRATION

39-1 EFFECTIVE DATE

The effective date of this agreement shall be after execution by the parties and approval by the Agency, Defense Civilian Personnel Management Service (DCPMS). Both dates

will be made part of the agreement prior to distribution.

39-2 AGENCY APPROVAL

a. The head of the Agency shall approve the agreement within thirty (30) days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.

b. 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 Employer and the Association subject to the provisions of applicable law, rule, or regulation.

c. In the event that a particular article or section of an article is not approved by the Agency, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate, and if required, subsequently approved by the Agency. These articles shall expire on the same date as the basic agreement, unless otherwise specifically provided for.

39-3 AGREEMENT DURATION

a. This agreement will remain in effect for four (4) years from the date of approval by the Agency, or under the provisions of 5 U.S.C. Chapter 71 , section 7114, (c) (3), whichever is applicable.

b. Thereafter, it shall be automatically renewed for one (1) year unless either party gives the other party notice of its intentions to renegotiate this collective bargaining agreement.

39-4 CONTRACT PROVISION TRAINING

The parties agree to conduct joint training sessions with managers, supervisors, and bargaining unit employees for the purpose of allowing them to become familiar with the intent and spirit of the contract.

39-5 AGREEMENT PRECEDENCE

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in Agency regulations which predate, as well as those that postdate this agreement.

39-6 AGREEMENT AMENDMENTS/SUPPLEMENTS

a. This agreement may be subject to amendments or supplements during the agreement lifetime under one of the following procedures:

(1) Either party, during the life of this agreement, may submit proposals for negotiations for the purpose of supplementing this agreement with provisions not covered

by or contained within this agreement.

(2) Either party may initiate negotiations at the mid-point of this agreement, after service of notice but no later than sixty (60) days prior to the midpoint of this agreement. Either party may introduce up to six (6) articles.

(3) At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.

b. A request for an amendment or supplement to this agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change.

c. Representatives of the Employer and the Association will meet within ten (10) days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary 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 this article.

39-7 NEGOTIATING A NEW AGREEMENT

a. Negotiations for a new agreement will commence no earlier than one hundred and five (105) calendar days nor later than sixty (60) 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 Employer and representatives of the Association of Civilian Technicians (ACT) will meet to initiate a Memorandum of Understanding (MOU), establishing the ground rules for the conduct of negotiations.

c. Travel orders will be issued for two union officials who are Illinois Army National Guard employees that reside outside the commuting distance for negotiation of a new memorandum of understanding. The agency agrees to pay the current per diem rates in accordance with the JTR; not to exceed two days and one night.

APPENDIX 1

APPELLATE REVIEW REQUEST

Date ¹: _____

I, _____ (printed name of appellant), request an oral presentation with TAG.

Adverse Action Reference: (Please check one.)

Suspension	<input type="checkbox"/>
Reduction in	<input type="checkbox"/>
Termination	<input type="checkbox"/>

Name(s) of Employee's Representative(s) to be present²:

Signature: _____

******This Area Reserved for the Adjutant General's Use******

Appellate review is disapproved. Reason: _____

Appellate review is approved. The parties to the Adverse Actions may make oral presentations to the Adjutant General in regards to the Appellate Review as follows:

Date and Time for Appellate Review Meeting³: _____

Location of Meeting: _____

The parties to the Adverse Actions are not required to make an oral presentation in regards to the Appellate Review for the following reason(s):

For the Adjutant General: _____
(Signature)

¹ The date of request must be within the time limits provided for by the original decision.

² Both parties are to confirm the number of participants as established in applicable laws, rules, and regulation.

³ All times may be adjusted by mutual agreement.