

# **LABOR AGREEMENT**

**between**

**ACT 120 – Land Of Lincoln**

**and**

**The Adjutant General**

**of Illinois**

**20 DECEMBER 2016**

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## PREAMBLE/PREFACE

Pursuant to the policy set forth in Public Law (PL) 95-454, 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 PL 95-454.
- 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 the Adjutant General.
- 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 Illinois National Guard Human Resources Office (HRO) and the State Labor Relations Specialist. This does not preclude any chapter officer or steward from dealing with the HRO or the State Labor Relations Specialist 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 Dual-Status Technicians and Non-Dual Status Technicians under jurisdiction of The Adjutant General of Illinois. With exception of technicians of 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 technician 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. 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.

k. 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.

l. 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.

m. Technician. An excepted or competitive federal civil service employee employed by the Illinois National Guard.

n. 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.

o. Union Official. Chapter officers and representatives. This would include a Union representative appointed in writing.

p. National Union Official. ACT national representatives.

q. Illinois National Guard. For the purpose of this contract, any reference to the National Guard will be assumed to be Illinois Army National Guard.

### **1-2 BARGAINING UNIT**

The Association of Civilian Technicians (ACT) is the exclusive representative for all wage grade (WG) and general schedule (GS) technicians employed by the Illinois National Guard, with the exception of 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. This will be accomplished no later than thirty (30) days after the effective day of this agreement. The parties agree to mutually arrange for printing of sufficient copies of this agreement.

### **1-6 CONTRACT DISTRIBUTING**

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 contract.

## **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 technician 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 PUBLIC LAW 95-454**

- 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 technicians in the bargaining unit. The labor organization is responsible for representing the interests of all technicians 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 technician 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 TECHNICIAN RIGHTS PUBLIC LAW 95-454**

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 RIGHT TO REPRESENTATION**

Technician is 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 technician will be recognized as a Union Officer or Steward. A list of officers will be provided to the Labor Relations Specialist (LRS) 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 a technician or technicians of the unit. Such discussions must deal with personnel practices and policies and/or matters affecting working conditions.

**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 me &me BARGAINING**

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 working conditions of bargaining unit members. Nothing shall preclude the Employer and labor organization from negotiating:

- a. At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any other organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures by which Management officials will observe in exercising any authority under 5 USC 7106(b); or
- c. 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 WORKING CONDITIONS**

Management agrees to provide drafts of appropriate regulations/policies affecting working conditions 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 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 DOD Joint Travel Regulations if travel is necessary.

b. When ACT 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**

Official time 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. Official time under this article shall include all representational functions permitted by law, according to the Federal Labor Relations Statute. 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 official time 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 Illinois National Guard HRO/LRS in writing, the name, title, and phone number of the labor organization's representatives who are authorized to use official time as provided in this article. The certified list shall be updated as needed when changes occur.

### **5-3 GRANTING OF OFFICIAL TIME**

a. Official time 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 prior to leaving their assigned area. The supervisors are responsible for authorizing the use of official time. If the labor official/steward's supervisor or designee is not available, the authorization shall be obtained from the next higher level supervisor in the chain of command. 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 official time will be in written form, if requested, by the Union official. The Union President will be on official time for the purpose(s) of conducting labor/management relations. Once a week, the Union President will be present at the work site to confer with his supervisor on work-related matters. The Union President will then be released to continue to perform his labor relation functions. Supervisory permission will be granted except when there are unusual or emergency work situations, which preclude such release. Ordinary workload will not preclude the release of the Union President under this section.

(2) Representational functions, for which official time is authorized, are:

(a) Conferring or providing assistance to employees on grievances.

(b) Preparatory time for pre-negotiation, negotiation, appeal(s), grievances, complaints or scheduled meetings.

(c) Union officials requested by Management to travel to an Employer-sponsored meeting outside their normal commuting area shall travel in accordance with applicable Joint Travel Regulations.

(d) To prepare and maintain records and reports required by the Union by Federal agencies.

(e) Attending formal discussions and/or investigatory interviews.

(f) Attendance at meetings with the Employer, employer representative, FLRA, FSIP, or grievance/arbitration.

b. A representative who travels from his/her activity to another activity/region during normal duty hours to represent the Union or a bargaining unit employee is on



official time when traveling for representational purposes. Travel will be in accordance with JTR Volume II.

c. A representative desiring to discuss a work-related matter with a technician shall obtain permission from the technician's supervisor in advance before interrupting the technician's work. If because of duty or mission it is not practical to release the technician 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.

d. 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 technician, the supervisor shall reschedule an alternative time as soon as possible. At completion of the representational discussion, the technician will report back to his supervisor prior to returning to work.

#### **5-4 OFFICIAL/STEWARD TRAINING**

The labor organization is authorized official time for the purposes of training. Each steward is authorized no more than five (5) days of training per year. A pool of forty-two (42) days of official time is authorized per year for labor organization officers for training. It is understood that this training will be of mutual concern to Management and the employee as a representative of the labor organization. The labor organization will request this leave by letter, including the agenda of the training, for approval by the Human Resources Office, with a copy to the labor representative's supervisor. Union officials may be invited to participate in personnel management/employee relations classes of mutual benefit to Management and the Union exclusive of the designated days of training.

#### **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.
- (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 LABOR ORGANIZATION BUSINESS OFFICE**

### **6-1 OFFICE SPACE**

a. The Employer will provide the labor organization with adequate office space. The offices shall be:

(1) Two (2) sole-use office areas for the labor organization and Chapter President.

(2) One (1) conference area of approximately 1200 square feet unless an alternate space is acceptable with the parties approval.

(3) The above office spaces shall be approximately 250 square feet, unless alternate space is acceptable with the party's approval.

(4) Each office shall have appropriate lighting, heating, and air conditioning.

b. Should Management need the office space the Union is occupying, Management agrees to give advance written notice, a minimum of ninety (90) days in advance. Management agrees to supply a like or better office space, prior to moving, should a move be necessary. The move of the office and its contents shall be accomplished on official time.

### **6-2 OFFICE FURNITURE**

a. Management agrees to provide each union office with like furniture available to Management. Each office space shall contain the following:

(1) Ergonomic chair and desk with drawers.

(2) Two (2) lockable, five-drawer file cabinets.

(3) One (1) lockable, two-door storage locker.

(4) Four (4) chairs.

b. Management agrees to provide the conference room with the following like furniture available to Management. Each conference room shall contain the following:

(1) One conference table approximately eight feet (8') long.

(2) Ten (10) chairs.

(3) The Union agrees to be responsible for all furniture except for normal wear and tear.

### **6-3 OFFICE EQUIPMENT**

a. Management agrees to supply each labor organization office with computer equipment comparable to what the Employer uses. Each office shall contain computers and monitors comparable to the Employer's computers.

b. The following equipment shall be provided either separately or jointly, where local networking and full-time access is available:

(1) Laser printers.

(2) Fax machines.

(3) E-mail system.

(4) Internet access.

(5) Restrooms.

c. Maintenance of the above equipment shall be performed in the same manner as the Employer's office equipment.

d. The Union agrees to be responsible for all office equipment, except for normal wear and tear.

e. The Union agrees to comply with appropriate regulations regarding use of office automation equipment.

### **6-4 COPIERS**

The Employer agrees to allow the labor organization limited use of existing copier equipment for official representational duties. The labor organization will not make copies of any material for mass mailings. The use of copy machines will not interfere with normal business.

## **6-5 TELEPHONE**

Telephone service will be provided by the Employer. Management agrees to supply the following:

- a. Four (4) dedicated, touch-tone phone lines.
- b. Two (2) line speaker telephone, comparable to the phones used by Management.
- c. Voicemail, when available.
- d. DSN access.
- e. Long distance access to be paid by Management.

## **6-6 LABOR ORGANIZATION SIGNS**

- a. The Union shall be allowed to post a sign outside the office.
- b. Chapter headquarters shall be allowed, at their own expense, to post a sign outside the building.
- c. Signs must conform to building design and appearance specifications.

## **6-7 UNION BULLETIN BOARDS**

- a. Existing bulletin boards shall be allowed to remain. New bulletin boards will not exceed six (6) square feet.
- b. The Union shall be allowed to post one (1) bulletin board at each facility where technicians work. In large facilities, the Union may request space for additional bulletin boards.
- c. Bulletin boards shall be provided by Management.
- d. The Union will be provided electronic bulletin board space on existing LAN network.

## **6-8 CONSULTATION AND MEETING SPACE**

- a. Upon request of the Union, supervisors and the labor representative shall mutually agree upon private space to consult with aggrieved technicians. The Union agrees to conduct their business as quickly as possible. The parties agree, at the request of the Union or the technician, to allow the consultation to

take place at the area union office.

b. Upon request, normally five (5) days in advance of planned activity, the Employer shall provide space to the labor organization for the purpose of meetings or other activities. When space is not available at the requested time, the parties will agree on space for an alternate time.

## **ARTICLE 7 NEW TECHNICIAN IN-PROCESSING**

### **7-1 PROCEDURE**

a. The Employer agrees to continue utilizing a checklist to ensure that a technician will be counseled on all aspects of technician employment within one (1) pay period after the effective date of employment. When a new technician 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 technicians 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 TECHNICIAN MANNING DOCUMENT**

The Employer agrees to furnish the labor organization a copy of technician 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**

Technicians 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 a technician's responsibility as a Federal technician 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 technician, will not be used as a basis for disciplinary or adverse action. Except as provided by the Office of Personnel Management Regulations, no material of a derogatory nature, which might reflect adversely upon the technician's character or government career, will be placed in the Electronic Official Personnel Folder without the technician's knowledge.

#### **10-2 RECORD REVIEW OF e-OPF**

Each technician, and/or designated representative who has been so authorized in writing by the technician shall, upon request, be permitted to review any document appearing in the Electronic Official Personnel Folder. Technicians will be provided copies of documents if so requested.

### **10-3 SUPERVISOR'S PERSONNEL FILE NGB FORM 904-1, RECORDINGS**

The technician record card will be maintained by the technician'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 technician and date entries made on the card or in the folder. If the technician 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 technicians, 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. Common Access Cards 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 cards for installation entrance and network access. Non-Dual Status employees will be issued a civilian Common Access Card.

## **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 Employee Assistance Program 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**

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 technicians. Both parties agree to promote and support programs for equal employment opportunity through a positive and continuing effort.

### **13-2 EEO COMPLAINT PROCEDURES**

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

### **13-3 EEO COUNSELOR LISTS**

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

### **13-4 EEO 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**

This article establishes procedures and provides information for the Merit Placement Program covering bargaining unit employees in excepted and competitive positions in the Illinois National Guard.



## **14-2 OBJECTIVES**

- a. This article will be used for filling bargaining unit vacancies that the Employer elects to fill in the excepted and competitive services of the Illinois National Guard and will be used for promotions and competitive reassignments.
- b. To present for the Employer's consideration qualified applicants.
- c. To give technicians an opportunity to receive fair and appropriate consideration for higher level jobs.
- d. To ensure maximum utilization of technicians.
- e. To provide an incentive for technicians to improve their performance and develop skills, knowledge, and abilities.
- f. To provide attractive career opportunities for technicians.

## **14-3 TECHNICIAN RESPONSIBILITIES**

Technicians are responsible for familiarizing themselves with the provisions of this article and ensuring that electronic applications submitted via the USAJOBS website or faxed copies are accurate and complete in relation to the present duties being accomplished and the position being applied for.

## **14-4 VACANCY POSITION ANNOUNCEMENTS**

The Employer will announce position vacancies within the eligibility of the bargaining unit members. Advertisement of positions, assessments, referrals, and the notification processes will be conducted via USA Staffing. Job posting announcements are emailed to ALL-IL, posted to USAJOBS and listed on the ILNG public website.

## **14-5 INDEFINITE POSITIONS**

a. When the employer determines that a current or new position will be advertised as an indefinite position, the parties agree:

(1) A temporary promotion may be considered in lieu of an indefinite advertisement or

(2) Except for an entry-level position, a permanent technician that is selected for an indefinite position will retain their permanent status in the new position. Should the indefinite position be eliminated, the affected technician will be returned to their former position.

b. Should the indefinite position subsequently be converted to a permanent position, the incumbent may be converted to permanent status without further competition if technician received the indefinite position through the competitive process, provided it is noted on the job announcement.

#### **14-6 VACANCY ANNOUNCEMENTS**

a. As a minimum, the vacancy announcement will contain the following information:

- (1) Title, series, grade, and salary range of the position.
- (2) Type of appointment – competitive or excepted.
- (3) Military requirements – applicant does not have to be assigned to the position or possess the MOS to apply or be considered for selection.
- (4) Summary of duties and minimum qualification, general and specialized experience requirements.
- (5) Organization and geographical location of the position.
- (6) Information regarding known promotion potential, if any.
- (7) Opening and closing dates.
- (8) Equal employment opportunity statement.
- (9) The general and specialized experience by which applicants will be rated.
- (10) Applicants must complete the entire process and submit their application package by 11:59pm (EST) on the closing date.
- (11) Areas of consideration.
- (12) Selection Placement Factors – Any special job requirements (e.g., security clearance, driver's license, pre-employment physicals).

#### **14-7 AREA(S) OF CONSIDERATION**

The areas of consideration may be advertised in multiple areas simultaneously. Although the positions may be advertised to more than one area of consideration simultaneously, non-bargaining unit area certificates will not be submitted to the selecting official for consideration until all qualified bargaining unit employees have been given first priority consideration. The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:

a. Bargaining Unit Vacancy:

(1) Initial – Permanently employed Dual or Non-Dual Status Technicians located within the bargaining unit.

(2) Second – Indefinite employees and all other applicants eligible for employment in the Illinois National Guard.

**14-8 APPLICATION PROCEDURES**

An application, to include resumes, documents the technician's qualifications for the position. The application must, therefore, reflect the applicant's current and past employment data as well as all duty assignments, qualifications, and training. Complete and accurate data is essential to ensure fair evaluation of candidates. Applicants should specifically address the basic eligibility factors (which include general and specialized experience) as stated on the vacancy announcement. Along with the application form, supplemental forms that show the candidate's qualifications may be submitted. The NGIL Form 73, Illinois National Guard Technician Program Supplement to Application for Excepted Employment, and a resume are mandatory for consideration. Applications will be submitted as follows:

a. Applicants are encouraged to complete a new application for each position they are applying for and to contact a HRO staffing specialist for technical assistance.

b. Technicians scheduled for TDY may notify their supervisor in writing of their temporary address and request that job vacancy announcements are forwarded to them.

**14-9 SUBJECT MATTER EXPERT BOARDS/RANKING PANEL**

Ranking panels shall be established for the purpose of ranking candidates for the position to be filled. The ranking panel will be convened as a body at a time and place as designated by the HRO. The ranking panel will consist of not less than two (2) members. One (1) member must have technical expertise in the career field in which the vacancy exists.

**14-10 EVALUATION AND RANKING APPLICATIONS**

The Employer will make selections from a properly ranked and certified list of qualified candidates. Agency and State regulations will be followed where it does not conflict with this Agreement.

**14-11 REFERRAL OF CANDIDATES**

Following the evaluation of candidates when there are more than ten (10) qualifying candidates, the HRO will refer the ten (10) highest rated to the selecting official.

Applications packets submitted by candidates will also be forwarded to the selecting official.

#### **14-12 SELECTING OFFICIAL ACTIONS**

Selecting officials have the right to select or not select any of the candidates referred to them. The selecting official will proceed as follows:

a. Provide for a fair and impartial interview, by the selecting official or by interview panel, of each eligible candidate listed on the referral and selection certificate. Interviews will be limited to one (1) hour or less in duration.

b. If personal interviews are not possible, telephone interviews may be conducted. This provides another means of evaluating and comparing and gives eligible candidates a chance to discuss the position and their qualifications.

c. After interviewing the candidates, the selecting official shall make the selection. If no selection is made, the selecting official will justify non-selection to the HRO in order to receive the second group of candidates.

d. The selecting official will then complete the actions in paragraph a for those candidates.

e. After interviewing, should the selecting official conclude that none of the remaining candidates are to be selected, he would complete the requirements of the paragraph prior to requesting, in writing, any certificate from any other source.

f. If for some administrative reason the selection process cannot be completed, the selection package will be returned to the HRO.

g. Technicians will be notified of non-selection via USA Staffing.

#### **14-13 PLACEMENT/PROMOTION RECORDS**

Per Technician Personnel Regulation (TPR) 300, sufficient records required to allow reconstruction of the placement action, are to be maintained for a minimum of two (2) years. This includes all notes of a selection panel, selection official, or any relevant data used in the staffing selection.

#### **14-14 GRIEVANCES**

A technician who believes that proper procedures were not followed in a placement action, for which they were an applicant, may file a grievance. A grievance will not be considered when it is based solely on non-selection. The Employer, upon request, shall provide the Chapter President the opportunity to review promotional material utilized in a placement action IAW applicable laws and regulations.

## **14-15 JOB ENHANCEMENT**

Management recognizes that assignments to higher-grade positions, duties, and/or training may ultimately lead to new or better job opportunities. Merit promotion procedures will apply when appointed, or hires at less than fully qualified.

## **ARTICLE 15 TECHNICIAN 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 Illinois Army National Guard.

### **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 Technician'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 of a technician. When a new or revised PD is implemented, the Chapter President will be notified and the affected technician(s) will receive a copy.

### **16-2 OTHER DUTIES AS ASSIGNED**

The term "other duties as assigned" as part of the position description 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 a technician believes that the other duties and responsibilities performed are significantly different from the position description, the technician may request through the Employer a review or desk audit of the position description 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 TECHNICIANS**

- a. A detail is an official personnel action temporarily assigning a technician to a different established or pending position for a specified period of time, with the technician 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 technicians 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 technician position vacancies that may impact bargaining unit members rather than use details.
- c. Qualified technicians for details should be sought before non-qualified technicians are assigned. When possible, the employer agrees to rotate the assignment among the qualified technicians in the area of concern.
- d. Official details will be recorded on Standard Form 52 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 a technician in a higher graded position. Temporarily promoting a technician 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 a detail to higher graded positions or temporary promotions 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 Illinois National Guard. 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 one hundred and twenty (120) 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 one hundred and twenty (120) days has elapsed since the previous appraisal.
- d. When a major change (a change in any critical element) to the job standard occurs within one hundred and twenty (120) 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 less than sixty days (60) 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 904-1. 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 sixty (60) 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 one hundred and twenty (120) 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 technician 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 technician'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 the Adjutant General.

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 PERFORMANCE IMPROVEMENT PLAN (PIP)**

The Performance Improvement Plan 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 PIP. The PIP 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 PIP for unacceptable ratings that address specifically the deficiencies of the employee. The PIP 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 PIP will run at least thirty (30) days.

c. When the PIP 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 improve 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 PIP, the appropriate supervisor shall inform the employee of either sufficient improvement 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 PIP, 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 (9<sup>th</sup>) month of their probationary/trial period.

c. An employee of the Illinois National Guard shall not be required to serve a probationary period if he/she has successfully completed a probationary period in another state or Federal agency.

d. If retention is not recommended, NGB 430-1 will be forwarded to the HRO who will then advise the supervisors and managers on taking the appropriate action to remove the employee from Federal service.

## **ARTICLE 18 RECOGNITION SYSTEM**

### **18-1 PURPOSE**

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

## **18-2 CATEGORIES OF AWARDS**

- a. Suggestion Awards.
- b. Invention Awards.
- c. Special Act or Service Awards (e.g., Time-Off Award, On-the-Spot Cash Award).
- d. Sustained Superior Performance Awards.
- e. Quality Step Increases.
- f. Length of Service Recognition.
- g. 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 Illinois National Guard may recommend awards to the appropriate supervisor for submission in accordance with the guidance provided by TPR 451.

## **ARTICLE 19 SUGGESTION PROGRAM**

### **19-1 PURPOSE**

The Suggestion Program is an award program by which technicians 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 Illinois National Guard.

### **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) technicians work. The suggestion form will be made available at the locations. This will facilitate those technicians 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 TPR 451.

## **ARTICLE 20 REDUCTION IN FORCE (RIF)**

### **20-1 GENERAL**

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

### **20-2 PROCEDURES**

Provisions of National Guard Bureau Regulation TPR 300 (351), dated 22 Nov 93, with changes, 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. Reduction in Force (RIF) occurs when a technician 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 technician, 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 technician.

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

d. Tenure Groups. As defined in TPR 300 (351), Terms and Definitions.

e. Retention Registers. A record that lists technicians in descending order, within their competitive levels, starting with the technician 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 technician's standing in the current reduction in force.

(3) If a tie exists, the technician with greater Leave SCD, then Illinois Technician SCD, finally Technician 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 technician 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 the Adjutant General 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 Adjutant General 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 will issue a written decision to all interested parties and, where appropriate, direct corrective action. The Adjutant General'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 technician 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 a technician 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 a technician 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. 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 technician(s) as soon as possible.

### **21-3 ASSIGNMENT OF QUALIFIED TECHNICIANS**

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 and equitable 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**

Technicians will be required to use the method of transportation most advantageous to the government. However, a technician may request a mode of transportation that is not most advantageous to the government. The technician 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. Technicians 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 technician.

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

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

## **21-7 TDY QUARTERS**

a. Normally, technicians 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. Technicians in civil service status will not be billeted in field condition while traveling in CONUS.

b. Billeting for the technicians 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 technician employment.

a. When practical, travel while in technician 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 a technician 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 technician 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**

### **22-1 COMPENSATORY CREDIT**

In accordance with current public law, overtime pay is not authorized for National Guard technicians. Authorized time worked in excess of the normal duty hours shall be considered compensatory time. Compensatory time shall be granted for approved work in excess of the normal daily or weekly hours. Fifteen (15) minutes is the minimum period of compensatory time that will be authorized.

## **22-2 SELECTION FROM THOSE QUALIFIED**

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

## **22-3 ASSIGNMENT OF COMPENSATORY TIME**

The supervisor agrees to notify technicians when compensatory time is available as soon as possible after receipt of authorization. Normally, any technician designated to work compensatory time on days outside their basic work week will be notified, except in unusual or emergency cases, no later than four (4) hours before completion of their day's regular work shift. A technician, who is directed to work compensatory time by a supervisor, will not be responsible for pre-approval of the compensatory time. Normally, technicians shall not be called back for compensatory time on their days off, except in unusual or emergency cases. Management agrees to give consideration to all circumstances including the technician's personal/family problems, when directing a technician to work compensatory time. Compensatory time will only be used for mission essential and/or emergency situations. Compensatory time should not be used for normal day-to-day operations.

## **22-4 CANCELLATION OF COMPENSATORY TIME**

The Employer agrees to notify the technician as soon as possible when the requirement to work compensatory time no longer exists.

## **22-5 CALL BACK COMPENSATORY TIME**

Irregular or occasional overtime work performed by a technician on a day for which work was not scheduled for the technician, 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 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. Compensatory time 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. 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 0001 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.

## **23-2 WEEKLY AND DAILY SCHEDULING OF WORK**

a. The Adjutant General sets the work schedule for all technicians. 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 a technician is to be changed, Management agrees to provide the technician 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. A technician work day will normally not exceed twelve (12) hours of duty. When it is necessary to work technicians 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. Technicians 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 technician 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) 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, technicians will be allowed fifteen (15) minutes at the end of the work shift. Technicians 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 equitably administer the leave program. 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**

A technician 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**

A technician, 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 a technician for duty as a juror, witness, or for attending court at the direction of the agency. The technician 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 a technician 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 technician 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 technicians 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) technicians 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 technicians 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 technician 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 technician 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 technicians 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 technician (s). Upon request by the technician, 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 technician pay, rather than their military pay. This does not preclude technicians 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. Technicians 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 technician 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 technician's physician directs, prior to absence, that the technician 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 a technician may be abusing sick leave, the technician 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**

A technician 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 technician'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 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 technician 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 LEAVES 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)**

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

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

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

(1) The technician 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 technician 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 technician not be able to work while on an on-call status, for whatever reason, the Employer agrees to contact the next available qualified employee on the list(s).

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 compensatory time 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 technicians 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 technicians 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 technicians observe safety rules and procedures. All technicians 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 technician'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 technicians, 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 Illinois National Guard.

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, technicians 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 a technician'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 technicians 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 technicians 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 technician.

### **26-13 MOTORCYCLE SAFETY POLICY**

Technician 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 CLEANING**

The Employer will pay for the cleaning of coveralls that have hazardous materials on them.

## **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 TPP 500 will be used to process and define all HDP and EDP entitlements claimed by all Civilian employees of the Illinois Army National Guard.

a. Employees, who believe they may be entitled to EDP may have the local conditions evaluated IAW the directives of TPP 500 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 TPR 752 as a guide. Thus, TPR 752, including the Table of Penalties, is 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. The concept of progressive discipline will be considered when possible. 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 a technician of workplace rules or procedures, or clarifies rules or procedures previously communicated to the technician. Counseling is a private matter between the supervisor and the technician. Counseling is not a disciplinary action. A Counseling should be annotated in the technician's automated supervisor's brief.

(2) An Admonishment is a communication to a technician to stop a certain course of action or to commence a certain course of action as required by the technician'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 technician'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 is a disciplinary action without an adverse action connected to it. A letter of reprimand 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 letter of reprimand is issued by a person in the technician'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 takes whatever time is required to decide if a letter of reprimand is appropriate.

c. Letters of reprimand will be cleared for procedural accuracy through the Human Resources office. A letter of reprimand must 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 letter of reprimand will remain in effect in their Official Personnel Folder (eOPF) for one (1) to three (3) years.

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

d. All letters of reprimand are subject to grievance except letters of reprimand that are a reduction of a penalty imposed in an adverse action. A grievance of a letter of reprimand 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 submit a written request for an appellant review by The Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both.

(2) There are two types of appeals available to the employee: an Appellate Review or an Administrative Hearing with recommendations to the TAG. The employee may choose only one procedure.

(a) Appellate Review. If the appellant requests an oral presentation with the Adjutant General, 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 The Adjutant General.

(3) Technicians 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 technician is submitting documentation that was not included in their response to the deciding official, the technician must articulate why the evidence was not submitted. The TAG or Hearing Examiner will determine if the evidence is admissible. The Adjutant General is the final appeal authority for adverse actions.

## **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 the Adjutant General.

## **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 a technician concerning any matter relating to the employment in the bargaining unit;
- c. By the Union concerning any matter relating to the employment of any technician 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 IN 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 (PL 95-454) 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 Public Law 90-486 (Technician Act) Section 709 (f) 1-6.

### **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 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 technician 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 The Adjutant General of Illinois.

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

(4) The Adjutant General 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, The Adjutant General 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 the Adjutant General'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. Technicians 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 for dues deduction will be supplied by the Labor Organization and will be available at the Labor Organization Office. The Standard Form will be used as authorization for payroll deductions for dues.

### **31-2 PROCESSING**

a. The completed Standard Form 1187 will be given by the Labor Organization to the HRO.

b. The Standard Form 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 Standard Form 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 a technician is temporarily promoted or detailed to a position outside of the bargaining unit, the Employer agrees to automatically reinstate the employee's dues withholding upon return to the bargaining unit. The dues withholding will begin the first partial/full pay period the employee returns 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 3d 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 PL 95-454.

## **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 installations 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 technicians 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 technicians 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**

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

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

(1) Technicians 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 technicians 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 technicians 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 a technician-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 Specialist.
- (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**

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 The Adjutant General 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 PL 95-454, 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 of 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 <sup>1</sup>: \_\_\_\_\_

I, \_\_\_\_\_ (printed name of appellant), request an oral presentation with the Adjutant General.

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 present<sup>2</sup>: \_\_\_\_\_

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 Meeting<sup>3</sup>: \_\_\_\_\_

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)

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

<sup>2</sup> Both parties are to confirm the number of participants as established in TPR 752.

<sup>3</sup> All times may be adjusted by mutual agreement.

NEGOTIATED AGREEMENT  
BETWEEN  
THE ADJUTANT GENERAL, ILLINOIS  
AND  
ILLINOIS ARMY CHAPTER,  
ASSOCIATION OF CIVILIAN TECHNICIANS  
ACT 120 LAND OF LINCOLN  
SIGNED THIS 20th DAY OF DECEMBER 2016

Signature below signifies agreement to the language contained herein for presentation to the Department of Defense for agency review and approval. Changes as required will require further agreement.

FOR THE AGENCY:

FOR THE ASSOCIATION: