

**NEGOTIATED AGREEMENT**  
**BETWEEN**  
**THE ADJUTANT GENERAL OF ILLINOIS**  
**AND**  
**WINDY CITY CHAPTER 111**  
**ASSOCIATION OF CIVILIAN TECHNICIANS**

Signed this 28th day of January 2002

SCOTT AFB, ILLINOIS

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## **Preamble**

Pursuant to the labor-management relations policy set forth in Title VII of the Civil Service Reform Act of 1978, Federal Service Labor-Management Relations and subject to all applicable laws and regulations of appropriate authority, this Agreement, together with any and all Supplemental Agreements and/or amendments which may be agreed to at a later date by the representatives of the parties shall constitute a total Agreement by and between The Adjutant General of Illinois, Illinois Air National Guard, Scott AFB, Illinois, hereinafter referred to as the Employer and the Association of Civilian Technicians, Windy City Chapter 111, hereinafter referred to as the Union. The Union and the Employer shall, collectively, be referred to as the parties.

Provisions in this agreement which refer to duties or responsibilities of specific supervisors, managers or organizational elements are approved with the understanding that they are only intended to provide a guide as to how a situation may be handled. The employer retains the discretion to determine which personnel and organizational elements will perform the work.

Whereas the parties recognize that the public interest requires high standards of employee performance and the continuing development and implementation of modern and progressive managerial and work practices to facilitate the improvement of employee performance and efficiency; and

Whereas the well being of employees and the efficient administration of the Government are benefited by providing employees an opportunity to participate in the development and implementation of all personnel policies and practices affecting their conditions of employment, through their respective union representatives; and

Whereas the morale and dedication of the employees should be improved through the maintenance of a constructive and cooperative relationship between the parties; and

Therefore the parties to this Agreement, intending to be bound by the provisions contained herein do hereby, agree as follows:

## **DEFINITIONS**

**Admonishment** – Admonishment is a disciplinary action that notifies a technician to desist from a certain course of action and be in the form of the most appropriate criticism necessary to correct the problem.

**Adverse Action** – Suspension, change to lower grade or removal of a technician.

**Counseling Session** – An exchange of information guided by management. It is a private matter between the technician and management concerning conduct or knowledge of a particular subject. It is not a disciplinary action.

**Disciplinary Action** – Oral admonishment or letters of reprimand.

**Emergency** – A circumstance that calls for immediate action.

**Essential** – Of the utmost importance.

**Formal Discussion** – A discussion between one or more representatives of the agency and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practices or other conditions of employment.

**Mission Essential** – Requirements that are of the utmost importance to the mission of the entire 126<sup>th</sup> Air Refueling Wing.

**Past Practice** – A practice, unwritten, commonly accepted or reasonably expected by employer and/or employee.

## **ARTICLE I - RECOGNITION AND COVERAGE OF THE AGREEMENT**

**Section 1.** The Employer agrees to recognize A.C.T. Windy City Chapter Number 111 as the exclusive bargaining representative for all employees of the bargaining unit identified as; 126 ARW, Illinois Air National Guard, Scott AFB, IL. Excluded from the units are all; Supervisors, management officials, professional employees, and employees described in 5 USC 7112 (b)(2), (3), (4), (6), and (7).

**Section 2.** The Union, as the exclusive representative of the bargaining unit employees, shall be responsible for the representation of the interests of all such employees in all matters and policies affecting their conditions of employment to the extent required and permitted by this Agreement, any law, rule or regulation of appropriate authority.

## **ARTICLE II - RIGHTS ARTICLE**

**Section 1.** Rights of the Union, employer and employees as granted in Chapter 71 of Title 5 of the United States Code are specified in part below.

**Section 2.** Labor Organization Rights: The Union covered by this agreement retains the rights as defined in Chapter 71. Extract of 5 USC 7114a(2) and 7114b(2).

"An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at-

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

"(B) Any examination of an employee in the unit by a representative of the agency in connection with an investigation if-

"(i) The employee reasonably believes that the examination may result in disciplinary action. Against the employee; and

"(ii) The employee request representation."

**Section 3.** Employer Rights: Management Officials of the agency retain the rights, as defined in Chapter 71. Extract of USC 7106(a) -...nothing in this chapter shall affect the authority of any management official of any agency-



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

"(2) In accordance with applicable laws-

"(A) To hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

"(C) With respect to filling positions, to make selections for appointments from-

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

"(ii) Any other appropriate source; and

"(D) To take whatever actions may be necessary to carry out the agency mission during emergencies."

#### **Section 4. Employee Rights**

a. Employees covered by this agreement retain the rights as defined in Chapter 71, Extract of 5 USC 7102. "Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right-

"(1) To act for a labor organization in the capacity of a representative and right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch and the Government, the Congress, or other appropriate authorities, and

"(2) To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

b. Extract of 5 USC 7114(a)(5) "The rights of an exclusive representative under the provisions of this subsection shall not be construed to preclude an employee from-

"(A) Being represented by an attorney or other representative, other than the exclusive representative, of the employees own choosing in any grievance or appeal action; or

"(B) Exercising grievance or appellate rights established by law, rule, or, regulation; except in the case of grievance or appeal procedures negotiated under this chapter."

c. Each employee has the right to join or not to join any legal organization freely and without fear of penalty or reprisal. Employees will not be coerced or badgered into joining or not joining such organizations. This applies to contributions to such organizations also.

**Section 5. Official Time.** Management will allow a reasonable amount of time provided it is necessary and in the public interest, to carry out the specific rights and responsibilities of Chapter 71 of 5 USC except where prohibited therein.

### **ARTICLE III - REPRESENTATIONAL POLICY**

**Section 1.** The Employer agrees to recognize the Union, its officers, representatives and stewards, and their exclusive right and obligation to represent all employees in the bargaining unit in all matters which affect their conditions of employment.

**Section 2.** To permit the Union the opportunity to exercise its right and fulfill its obligations the Employer agrees to:

a. Notify the Union in writing or via e-mail of any proposed changes in existing policies or practices or any new proposed policy or practice which would affect the working conditions or the conditions of employment of bargaining unit employees, prior to implementation, for negotiations, consultation, or review and comment. Does not apply to work schedule changes covered under article XIII, section 3.

b. Establish 10 working days as the time parameter for the Union to review the policies and/or practices, as outlined in 2a above, and to submit its comments and/or request negotiations as needed. If the Union does not respond within this timeframe and an extension of this time has not been requested, the Employer will consider the Union as having no objections or comments on the policies or practices and they may be implemented.

c. Give consideration to the views of the Union on those matters that are outside the Employer's duty to bargain.

**Section 3.** Additionally, the Employer agrees to notify the Union five workdays prior of any regularly scheduled discussions or meetings that affects the conditions of employment between unit employee(s) and management representative(s) so that the Union may have the opportunity to exercise its rights to be present at such meetings and to represent and express the views of the Union. Both parties realize the existence of short notice, unscheduled meetings and the employer agrees to notify the Union as soon as possible concerning the meeting.



## **ARTICLE IV - NEW EMPLOYEE INFORMATION**

**Section 1.** Union will be permitted to furnish Civilian Remote Designee a packet that will be distributed to each new employee who is eligible for membership in the bargaining unit. The packet may contain literature identifying:

- a. The services and programs sponsored by the Union.
- b. A list of; national officers, local officers and Stewards and a schedule of Union meetings.
- c. A memorandum-stating employee rights as taken from Chapter 71 of Title 5 USC and the labor agreement.
- d. A letter from the Union welcoming the employee to the facility.

**Section 2.** The Civilian Remote Designee will also provide a copy of the current labor/management agreement to newly hired personnel.

**Section 3.** The Civilian Remote Designee will notify the Union when new employees are gained/lost via the monthly gain and loss lists. Notification will include date of appointment, unit of assignment and access to position description(s) upon request.

**Section 4.** It is agreed that a new employee will be afforded the opportunity to meet with a union representative. At this time the union representative will review with the new employee the current labor/management agreement and briefly explain the contents, purpose, importance and how it affects the working conditions of the bargaining unit.

**Section 5.** Technicians will be issued U.S. Government Identification cards upon request IAW 126 ARWI 36-3026.

## **ARTICLE V - USE OF EMPLOYER SERVICES AND FACILITIES**

**Section 1.** The Employer agrees to provide office space to the Union to be utilized for conducting of union business. Said office will be furnished appropriately. Furnishings provided by the Employer, at a minimum, shall included; a desk, three chairs, a two drawer file cabinet, and access to an electric typewriter, a distribution box, one telephone, a personal computer with access to additional computers upon request, a color ink jet printer for the computer, access to the LAN, access to a shredder, access to a scanner and an address list of bargaining unit employees. The Employer or the Union, subject to the Employer's approval, may supply additional furnishings or equipment. The Union will be responsible for maintenance and appearance of Employer provided space, furnishings and equipment.

**Section 2. BULLETIN BOARD SPACE:** The Employer agrees to provide space in each facility for the posting of Union material, information and notices. Space provided will be 20 inches in width (side-to-side) and full length (top to bottom) of the individual Bulletin Boards. The Union agrees that they are responsible for material they post or is posted on their designated Bulletin Board areas and that these materials will not violate any law, security regulation or contain scurrilous and libelous material. If such materials are posted, they will be brought to the attention of the Union President, who will take immediate action to have said materials removed. Violations of the standards will be grounds for revocation of the privilege.

**Section 3. MEETING SPACE:** Upon written request from a Union Official, the Employer agrees to provide a facility for meetings of the Union, when within the purview of regulations governing such use or when not in conflict with mission and/or security requirements and provided that the facilities will continue to be returned, in the same condition before being occupied. The Union further agrees to comply with conditions established with the Employer prior to approval for use of the facility.

**Section 4.** The Employer agrees to provide a copy of all Department of Military Affairs, Illinois (DMAIL) Human Resources Office (HRO) personnel manuals and directives to the Union.

**Section 5. JOB OPPORTUNITY BULLETINS:** The Employer will provide a link on the 126 ARW Information Page to all Job Opportunity Bulletins for the 126 ARW.

**Section 6. LUNCH AND BREAK FACILITIES:** The employer and the union recognize the need to provide areas that the employees may utilize for lunch and break periods. Management agrees to make a reasonable effort to provide these areas on a space available basis. These areas will comply with existing fire, safety, and sanitation regulations.

**Section 7. BACKGROUND MUSIC:**

a. The Employer agrees to maintain a background music/public address system in shop areas of all facilities. Section supervisors will control the music and volume with consideration of those personnel working in the areas.

b. In the absence of a background music/public address system in work areas, the Employer agrees to allow one radio per desk for background music in all facilities. Section supervisors will control the music and volume with consideration of those personnel working in the areas.

c. The Employer agrees to maintain a radio in multi stop vans to provide music for maintenance personnel who may be "standing by" on the flight line but not actively engaged in working.



**Section 8. CONTRACT DISTRIBUTION:** The Employer agrees to the printing of this Agreement in booklet form, 6" by 8.5", in sufficient numbers to provide each bargaining unit member a copy. The Employer also agrees to provide to the Union ten (10) copies of the Agreement in final draft version on 8.5"X 11" sheets, to be used as working copies in the administration of the Agreement.

**Section 9. UNION MEMBERSHIP DRIVES:** Upon request, the Employer agrees to permit the Union to conduct membership drives at all base employee social functions.

**Section 10.** The Employer agrees to provide a link to this negotiated agreement on the 126 ARW information page.

## **ARTICLE VI - OFFICIAL TIME**

**Section 1.** The Employer agrees to grant "Official Time" to designated Union officials for purposes identified in subsequent sections of this article in the amounts contained therein. The Employer further agrees that "Official Time" granted under this article is in addition to the "Official Time" granted for the administration of the provisions of this Agreement. The Union recognizes the Employer's right to limit the number of Union officials on "Official Time" for any given period. In order to enhance labor-management relations, a brief conversation in passing where labor/management business is discussed, is not considered official time.

**Section 2. Use of Official Time for Union Training:** Upon request by the Union president, members from the Union's Executive Board or from its Stewards may be granted official time (posted as administrative leave on the T & A records) by the Air Commander in conjunction with attendance at a Labor Management Training session. The Union will furnish the Air Commander with a copy of the official agenda or program of material to be discussed. Official time for this purpose will not exceed 300 hours within a calendar year. The Air Commander may limit the number of Union members attending such training at any one time when the number requested would conflict with work requirements. Use of official time for Union training requires written advance approval from the Air Commander or a designated representative 30 days in advance. Labor organization representatives' normal work schedule may have to be adjusted to provide for maximum utilization of the approved official time provisions contained within this section.

**Section 3.** Annually the Union and Employer will conduct a joint contract training session. Bargaining unit employees will be briefed on the current labor/management agreement, which will explain the contents, purpose, importance and how it affects the working conditions of the employees. The parties will jointly prepare the training materials that will be utilized during the training session.

**Section 4.** The Treasurer of the Union will be permitted up to 4 hours official time per quarter for the purpose of preparing and completing the necessary forms required by appropriate government agencies which monitor the activities of the Federal labor organizations.

**Section 5.** Stewards the employer agrees to officially recognize a reasonable number of Stewards, not to exceed six by area locations. Upon approval of the contract by the Department of Defense, the Union President agrees to submit the names of the Union Stewards and the area to be serviced immediately upon appointment, to the Air Commander, for confirmation of recognition. Further, it shall be the responsibility of the Union President to notify the Air Commander in writing of changes of the Employer recognized Stewards.

a. Stewards, when desiring to leave their work area to discuss work-related problems with employees during working hours, shall first obtain approval from their immediate supervisor and will, at that time, inform their immediate supervisor of the Union business to be transacted i.e., time depart/return and location. Authority to leave work area should be granted promptly in the absence of compelling circumstances (emergencies) to the contrary and will be verified by the Steward and the immediate Supervisor by posting and initialing the Time and Attendance (T & A) form indicating Administrative Leave for union related business.

b. The "Supervisor" will record all specific time off the Stewards' normal duties as a result of performing functions involved in representing members of the bargaining unit. Upon return to their work areas, Stewards will report to their immediate supervisors and advise them of the completion of business transacted. The supervisor will complete the entry and have the employee- initial the entry signifying the complete accuracy of the information.

c. Upon entering a shop or work area under the cognizance of a supervisor other than their own, a Steward shall contact the immediate supervisor of the employee to be contacted, advise him/her of their presence and the name of the employee to be contacted, they will also notify the immediate supervisor when they complete their business. The immediate supervisor will make a written record of time of arrival and time of departure of the Steward conducting Union business. Cognizant supervisors should promptly make the employee being contacted available to the Steward in the absence of compelling circumstances to the contrary.

d. A Steward shall not be authorized more than four hours of their normal duty work hours per month for providing such services to include time to post Bulletin Boards.

**Section 6.** If a union official has been called to a meeting, on "official time," with the employer, and the meeting runs beyond normal working hours, compensatory time will be granted.

**Section 7.** The employer agrees to provide the union a vehicle, on a space available basis, when any union officer is traveling on official time outside the local area.



## **ARTICLE VII - PAYROLL WITHHOLDING OF UNION DUES**

**Section 1.** Provisions covering Union dues withholding are as provided in this Article. Employee pay area procedures for processing allotments for dues are contained in applicable government directives.

a. Employees eligible for dues withholding are those members of the Union in good standing who are employed in the bargaining unit and whose net salary after other legal and required deductions is regularly sufficient to cover the amount of the authorized allotment.

b. Dues are defined, as the regular periodic amount required remaining in good standing within the bargaining unit but shall not include such items as initiation fees, special assessments, back dues, fines, and similar items.

**Section 2.** The Union shall be responsible for:

a. Purchasing Standard Form 1187, Request. For Payroll Deductions For Labor Organization Dues.

b. Distributing copies of Standard Form 1187 to its members.

c. Educating eligible employees as to program for allotment of dues, its voluntary nature, and the availability and uses of the required forms.

d. Educating eligible employees as to the procedures for revoking allotments.

e. Certifying Standard Form 1187 completed by eligible employee as to the amount of dues.

f. Refunding any unauthorized deductions or excess payments, either to the employee or Employer, as required by law.

**Section 3.** An employee may revoke his or her allotment during the month of March each year. However, dues withholding authorization may not be revoked for any period less than one year.

**Section 4.** In circumstances where an employee is temporarily promoted to a position outside of the bargaining unit, upon written request from the employee, the Employer shall be responsible for the termination of the dues withholding, effective with the date of the temporary promotion. The Employer also agrees to reinstate the dues withholding of the employee effective on the employee's return to the bargaining unit.

## **ARTICLE VIII - IMPACT & IMPLEMENTATION BARGAINING**

**Section 1.** Purpose: The Union will be afforded its right to request I & I Bargaining on conditions of employment, to include personnel policies, practices, and matters affecting working conditions. Establish 10 working days as the time parameter for the Union to review the policies and/or practices and to submit its comments and/or request negotiations as needed. Upon notification by the labor organization, management agrees to meet within five working days. Time periods may be extended by mutual consent. If the Union does not respond within this timeframe and an extension of this time has not been requested, the Employer will consider the Union as having no objections or comments on the policies or practices and they may be implemented.

**Section 2.** Appropriate matters for I&I bargaining. Nothing shall preclude the employer and labor organization from negotiating:

- 1) At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work:
- 2) Procedures which management officials of the agency will observe in exercising any authority under 5 USC section 7106; or
- 3) Appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC section 7106 by such management officials.

## **ARTICLE IX - GRIEVANCE PROCEDURES**

**Section 1.** The employer and the union recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in an orderly manner. Employees within the bargaining unit are required to use this agreed grievance procedure as the sole means of resolving all complaints covered by this article. The employee retains the right to request labor organization representation in the grievance procedure or to decline such representation. If the employee chooses not to have representation, that waiver must be in writing. The union will be served a copy of this waiver. Employees may pursue their grievances through each step of the grievance process without fear of restraint, coercion, discrimination, or reprisal. Each grievance will be carefully considered on its own merits.

a. The employer and the union agree that normal day-to-day discussions between employees and their supervisors are the most constructive means of developing effective work relationships. This procedure provides a means for prompt and orderly consideration and resolution of employee grievances.



b. An employee's National Guard Bureau (NGB) Form 904-1 will not be disclosed to any unauthorized personnel. Release of this record will only be accomplished with the consent of the employee, in writing, in accordance with the Privacy Act.

c. Definition of a grievance; extracted from 5 USC 7103 (9)... "Grievance" means any complaint - "by any employee concerning any matter relating to the employment of the employee"; "by any labor organization concerning any matter relating to the employment of any employee" or "by any employee, labor organization, or agency concerning - (i) the effect or interpretation, or a claim or breach, of a collective bargaining agreement; or (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;" **Statutory exclusions from grievance procedures found in 5 USC Sec 7121(c) and 32 USC 709(f) apply to this agreement. Exclusions are:**

- (1) **any claimed violation of subchapter III of chapter 73 of this title (relating to prohibited political activities);**
- (2) **retirement, life insurance, or health insurance;**
- (3) **a suspension or removal under section 7532 of this title;**
- (4) **any examination, certification, or appointment; or**
- (5) **the classification of any position which does not result in the reduction in grade or pay of an employee**

**Section 2.** The Employer and the Union agrees that every attempt will be made by management and the union to settle grievances at the lowest possible level. It is understood by the Employer and the Union that the initiation of a grievance in good faith by the employee shall not cast any reflections on their standing with their supervisor or on their loyalty to the organization, nor shall the grievance be considered as a reflection on the employee's supervisor. Employees subjected to TDY or off station may have the time parameters outlined below extended by an equal amount of time of TDY interference.

a. Reasonable time during the work period shall be allowed for employee and their representative to prepare and present a grievance to a supervisor. Grievance discussions between the employee (or his/her representative) and higher supervision shall be during the normal working hours of the supervisor. Supervisory permission is not required for submission of a grievance. However, notification to the immediate supervisor is required for the employee or their representative to leave their duty assignment to present their grievance.

b. Employees shall present their grievance(s) within 15 workdays after the date of the action or occurrence that caused the grievance. The time limit may be extended when the grievant proves that they were prevented by circumstances beyond their control from presenting the grievance within the limit.

**Section 3.** Procedures: a grievance between employees covered by this Agreement and Employer shall be processed in the following manner:

a. STEP 1: An Employee or group of employees will present the complaint or informal grievance to the immediate supervisor as the initial step. The supervisor will discuss the problem, review the situation promptly and impartially, and if within their scope of authority work out a mutually satisfactory solution. A decision will be rendered within 3 workdays after the initiation of the grievance.

b. STEP 2: If the matter cannot be resolved as a result of the first step, the supervisor concerned will make arrangements for a discussion between the Employee(s) and the next higher level supervisor within 5 workdays after the conclusion of the initial discussion. Consideration afforded the grievance during this review will be informal, however, a memorandum for record must be prepared and acknowledged by both parties briefly summarizing the matter in question, remedial action desired, proposed action by the supervisor and a statement indicating whether or not the matter has been resolved to the satisfaction of all concerned. A copy of the memorandum will be furnished the parties concerned and the appropriate Employee Personnel Office within one workday after the meeting.

c. STEP 3: When problems cannot be resolved by informal discussion, Civilian Employees may present a formal grievance in writing through their normal supervisory channels, using attachment 1, Grievance Form, within 15 days of the conclusion of the second level meeting. The request must contain sufficient detail to identify and clarify the basis for the grievance, specify the relief sought, indicate what attempts were made to resolve the matter informally and be signed by the grievant. Such formal written grievances will be submitted through the same supervisory channels used for the informal procedure and must reach the supervisor at the level above the supervisor consulted in STEP 2.

d. STEP 4: If, within 10 days after receipt, the grievance is not resolved and all local resources have been exhausted at the supervisory levels indicated above, the grievance will be forwarded through the Air Commander to The Adjutant General of Illinois for final decision. Each supervisor will indicate what action was taken to resolve the grievance in each forwarding endorsement.

e. Personal Presentation. Before a final decision is rendered, the employees and the employees representative, if designated, will have the opportunity to make a personal presentation to a grievance panel. The following procedures apply to such personal presentations:

(1) Grievance Panel: The Adjutant General of Illinois will designate a panel to hear each grievance presented by employee(s); the Air Commander will be directed to designate the panel to hear grievances presented as to insure a fair and objective review of matters presented to it. A Employee previously involved in the original grievance at any level will not be eligible as a panel member. Panels will make every effort to develop an atmosphere that encourages free expression. The proceedings will be conducted during normal working hours.

(2) Witnesses called during the proceedings must be allowed to appear during duty hours.



(3) Report: Each grievance panel must prepare a written report of its findings and recommendations. A copy of the findings and recommendations will be furnished the Employer, employees and the employees' representative, if one is designated, and to the labor organization recognized as exclusive representative.

(4) The appearance before a grievance panel is voluntary action. The grievant involved has the option to present their case before the panel or go direct to Section 4.

**Section 4. Decision:** The Adjutant General of Illinois is the final authority in a grievance decision. A grievance decision will be issued in writing, within a specified time frame mutually agreed upon by union and management, and include a statement of the basis for the decision.

**Section 5. Grievance File:** A file separate from the Official Personnel Folder will be for a grievance that goes beyond the level of informal discussion and will contain, as applicable, the following documents:

- a. Memorandum for record prepared following informal discussion.
- b. The written grievance.
- c. Findings and recommendations of panel, if applicable.
- d. Documentary evidence considered in resolving the grievance.
- e. The written final decision.

**Section 6. Step Toward Arbitration:** Whenever either the Union or Employer feels that The Adjutant General's decision is unacceptable, the following steps may be taken.

a. STEP 1: Informal notification will be furnished within 10 working days of knowledge of the event in question to the designated Management Official or the designated Union Representative, as appropriate. The parties will meet within 10 workdays of affecting a resolution. Both parties will make every effort to effect resolution.

b. STEP 2: If the matter is not resolved, the complaining party will notify in writing the Air Commander or the union President, as appropriate. Within 10 working days, these parties will meet to effect resolution.

c. STEP 3: As the final step, if an agreement is not reached, either party may submit a notification of arbitration to The Adjutant General or the Local President, as appropriate.



## **ARTICLE X - ARBITRATION PROCEDURES**

**Section 1.** The Union or the Employer may invoke arbitration. If either party questions the arbitrability of a matter because it conflicts with any applicable existing law or circumstances, the arbitrator will rule on the matter of arbitrability prior to rendering his decision on the merits of the grievance. Any decision rendered by the arbitrator in the above circumstances may be challenged as provided for by law.

**Section 2.** The issue(s) to be arbitrated will be the same issue(s) to be arbitrated will be the same issue(s) raised at the Step 1 grievance, and will not be expanded on prior to filing of Request for Arbitration.

**Section 3.** Upon receipt of the arbitration request, the Employer's representative will, within 10 workdays meet with the Union for the purposes of endeavoring to agree on the selection of an Arbitrator. If agreement cannot be reached on the selection of an Arbitrator, either party may request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as Arbitrators. After receipt of the list, both parties will review it jointly within 10 workdays. If they cannot agree upon one of the listed Arbitrators, then the Employer and the Union will each successively strike one Arbitrator's name from the list until the list is reduced to one. The first strike will be determined by a coin toss. That individual then becomes the duly selected Arbitrator. All notices for arbitration will be forwarded through The Adjutant General of Illinois.

**Section 4.** The fee, per diem and travel for the Arbitrator shall be borne equally by the Employer and Union. Travel and per diem of the Arbitrator will be paid at not more than the maximum rate authorized by Volume 2 of the JTR.

**Section 5.** The arbitration hearing shall be held at a location mutually agreed upon by the Employer and the Union. The arbitration hearing will be scheduled during regular duty hours of the basic workweek. If arbitration extends beyond regular duty hours, compensatory time will be granted in accordance with appropriate directives.

**Section 6.** The Arbitrator will be requested by the parties to render his decision as quickly as possible, but not later than 30 calendar days after conclusion of the hearing. The Arbitrator cannot modify, add to, or detract from, the Agreement. If neither party files an exception, the Arbitrator's award will be binding and implemented promptly unless both parties reject the Arbitrator's decision. Either party may file exception to an Arbitrator's award with the Federal Labor Relations Authority as prescribed by applicable rules and regulations. If either party files an exception, the Arbitrator's award will not be implemented until all appeals are exhausted and a final decision is rendered by the Federal Labor Relations Authority. Exceptions will be forwarded through The Adjutant General. The provisions of Section 709f. Of Title 32 USC are expressly excluded from Arbitration.

## ARTICLE XI - DISCIPLINE AND ADVERSE ACTION

### Section 1 GENERAL:

a. All disciplinary and adverse actions will be administered in accordance with TPR 715 and TPR 752, as supplemented by this Article.

b. The parties recognize that there are two types of disciplinary action that may be taken against an employee, i.e. informal disciplinary action and formal disciplinary action. Disciplinary action **should** be taken for the purpose of correcting offending employees and problem situations, and maintaining discipline and morale among other employees. Where corrective action can be accomplished through closer supervision, verbal admonitions or warnings, formal disciplinary action may be avoided. The concept of progressive discipline should be followed: An admonishment; letter of reprimand; suspension.

### Section 2 EMPLOYEES COUNSELING

a. This action consists of a counseling interview with the employee and the supervisor. The employee will be advised of the specific infraction or breach of conduct and exactly when it occurred. The employee may have a Union representative present.

### Section 3. ADVERSE ACTIONS:

a. After receipt of Proposed Adverse Action Notice, the technician or the Union representative will be given the opportunity to reply to the charges, in writing, or in person, to the deciding official. The effective date of adverse action will be as follows: for suspensions and changes to a lower grade, not less than 15 calendar days from the date of the Notice of Original Decision: for removals, not less than thirty 30 calendar days from the date of the Notice of Original Decision.

b. If an employee appeals an adverse action through the appropriate agency appeal procedures, the adverse action may be stayed pending the final decision of the TAG. Penalties will not be stayed where the employee's continued presence at work constitutes a serious detriment to life, government property, government interests, or to himself or other employees.

### Section 4 REPRESENTATIONS

a. If an employee believes that a formal discussion with a supervisor may lead to Disciplinary or adverse action, the employee has the right to request representation of their choice. If an employee requests representation, no further questioning will take place until the employee's representative is present. The employee may waive representation in writing to the Union.



b. The Employer will notify the Union of any adverse action prior to issuing the Proposed Adverse Action Notice to an employee. The Union may contact the individual to offer representation during the adverse action process. If the employee chooses to decline union representation, it must be in writing.

## **Section 5 RECORDS**

a. In any disciplinary action, an employee will, upon request, be furnished a copy of all documents used by the employer to support the adverse action. To protect the confidentiality of the records and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision. Access will be limited to management officials with the need to know and individuals to whom the employee has given written permission.

b. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee will initial the entry. The employee's initials indicate that the employee acknowledges that an entry was made, but in no way will initialing the entry be considered as an agreement with the entry or an admission of guilt.

c. Counseling record on NGB Form 904-1 will be removed at the end of 90 to 180 days providing the situation has improved. Warnings will be removed at the end of 180 days to 365 days providing the situation has improved.

## **ARTICLE XII - WORK REQUIREMENTS**

**Section 1.** If the employee is unable to perform all or part of their assigned duties for medical reasons, they may voluntarily request reassignment to another position for which they are qualified and that they are medically fit to perform. A certificate signed by a medical doctor, giving full evidence of physical/mental condition of the employee, the need for reassignment, and the specific range of duties the employee is able to perform along with the work tolerance limitations of the employee will accompany the request.

**Section 2.** The employer will provide for sewing of the patches and stripes of new/replacement uniforms.

**Section 3.** The employer will provide a washer and dryer for employees to wash clothing contaminated with any toxic material and/or hazardous material. IAW EPA and OSHA regulations.

## **ARTICLE XIII - HOURS OF WORK**

**Section 1.** The administrative workweek is established as Sunday through Saturday, with Sunday as the first day. A 5-4-9-work schedule will be used. The day shift hours are 0700 to 1630 hours. The night shift hours are 1430-2400 hours with a night differential payable as applicable. The Employer and the Union recognize that work requirements may require a change to the work schedule and that the Employer may make such changes as deemed necessary. The employer will notify the Union 10 workdays in advance of a change to the 5-4-9-work schedule.

**Section 2.** The employees and the Union recognize that mission requirements may cause an employee's schedule to be changed and the Employer recognizes the undesirability of such changes and will make every effort to keep such changes to a minimum. Volunteers will be considered prior to directing a change in employee's schedule. Employer will assure all volunteers are given equal consideration to take advantage of an employee schedule change.

**Section 3.** In emergency situations as the Air Commander deems necessary, the work schedule will be temporarily changed and the employees and union will be notified in sufficient time to comply with the change.

**Section 4.** Employees may exchange shifts for health or leave reasons if prior approval from supervisors is given.

**Section 5.** A reasonable amount of time for clean-up prior to lunch and prior to the end of the shift will be allowed each employee. A reasonable amount of time will be allowed to employees for the storage, clean up and protection of government property, equipment, and tools prior to the end of the workday.

**Section 6.** Employees will be entitled to a 30-minute non-paid lunch period, normally scheduled 1130-1200 hours. When the mission requires an employee to work through the normally scheduled lunch period, Management may approve a lunch period of 20 minutes or less to be counted as work time for which compensation is allowed. Where such an on-the-job lunch period is in effect, employees must spend the time in close proximity to their workstations and be available for work.

**Section 7.** Employees are entitled to short rest periods during the daily tour. The rest period may not exceed a total of 15 minutes during each 4.5-hour period of continuous work.

**Section 8.** Employees who are required to be on stand-by status at home, will be given compensatory time for the period of stand-by duty. Standard compensatory time approval procedures apply.



## **ARTICLE XIV - PAY**

**Section 1.** Each employee of the bargaining unit shall receive the maximum compensation allowable for his or her grade and step, title, and classification as determined by law, rule or regulation.

**Section 2.** Each employee of the bargaining unit shall receive the maximum amounts of premium pay, differential pay, hazardous duty pay, environmental pay and/or any other type of special pay they may be entitled and whose determination of eligibility is by law, rule or regulation.

**Section 3.** The Employer agrees to permit representatives of the Union to participate in the Federal Wage survey to the extent permitted by applicable directives of appropriate authorities. Such request for participation must be made up by the Union two weeks in advance to the designated official of the Employer. Representatives of the Union will be on official time for participation in the wage survey.

**Section 4.** The Employer shall notify the Union as soon as possible of official notification of a pending wage survey.

**Section 5.** When requested to participate on the wage survey the Union will designate primary and alternate representatives to the survey. If the work load in a given work center restricts the availability of personnel, the Union will designate additional alternate representatives for participation in the wage survey.

## **ARTICLE XV - COMPENSATORY TIME**

**Section 1.** Employees shall earn compensatory time for all time worked in excess of their scheduled workweek in the amount established by law, rule or regulation of appropriate authority. The use of compensatory time will also be governed by the regulations of appropriate authority. An appropriate management official, usually the first line supervisor, assigns compensatory Time.

**Section 2.** Employees held over for 3 or more hours beyond their normal shift shall be entitled to a 15-minute rest break. Employees shall not be permitted to work longer than 4 hours beyond their normal shift without lunch break. The employer will make every effort to assure the employees are provided means, excluding funds, to obtain food within the overtime period. Employees, who are required to work overtime without prior notice in emergency cases, will be allowed to phone their respective homes without cost to the employee.

**Section 3.** Employees who are called back to work or are assigned to work on their day off shall be guaranteed 2 hours of compensation.

**Section 4.** The Employer agrees to avoid, to the extent possible, the calling back of personnel who are on approved annual leave to perform compensatory time. This includes days of that may be adjacent to or contained within periods of approved annual leave.

**Section 5.** Union and the Employer recognize that compensatory time assignment may be required on very short notice. The Employer agrees to hold these short notice compensatory time assignments to a minimum and applicable to emergencies affecting the mission. Notice will be given in as far in advance as possible. Otherwise 24 hours notice for compensatory time will be afforded.

**Section 6.** Compensatory leave must be scheduled and taken within one year following the pay period in which it was earned. Compensatory leave will be taken before annual leave except in those circumstances when forfeiture of annual leave will occur.

## **ARTICLE XVI – HOLIDAYS**

**Section 1.** Employees shall receive regularly scheduled pay for all federally designated holidays, including holidays established by President of the United States. Pay for established holidays will be in accordance with applicable laws and regulations of appropriate authority.

**Section 2.** Employees working on a holiday shall be afforded a minimum of two hours of holiday pay per 5 USC Section 5546.

**Section 3.** Employees whose observance of religious holidays is different than holidays established as Federal Holidays may request and be granted leave without pay, annual leave, or compensatory time off, for the observance of the holiday, subject to the Employer's approval.

## **ARTICLE XVII - ANNUAL LEAVE**

**Section 1.** Annual Leave is earned by the employee and as such is part of the employees' wages and benefits. Laws or regulation of appropriate authority will govern the amount of annual leave earned by the employee. Employees have the right to use all earned annual leave and projected annual leave not to exceed what the employee will earn during the current leave year, subject to the procedures outlined in sections 2 and 3 of this article. Employees will accrue and carry over annual leave in accordance with applicable laws and regulation. The Employer agrees not to interfere with the employee's right to carry over a maximum amount of leave from year to year. By the same agreement, the Employer agrees not to cause an employee to lose their annual leave.



**Section 2.** When an employee requests advanced annual leave from the Employer, approval will be based on the expected continued employment of the employee. Should an employee be terminated while indebted to the Employer for advanced annual leave, the Employer may recover moneys for the advanced annual leave in accordance with applicable laws and regulations.

**Section 3. LEAVE SCHEDULING PROCEDURES:**

a. Each supervisor is responsible for the establishment of annual leave schedule, based on the employee's projected leave, for each subordinate employee no later than the third pay period of each leave year.

b. Supervisors will consider the personal needs and desires of the employees/and work requirements when scheduling annual leave. Those employees with large leave balances and long tenure should be considered when scheduling. Every employee will be fairly treated when approving annual leave schedules. The supervisor is responsible for resolving leave requests that adversely affect the work requirements. The leave-approving supervisor will resolve such conflicts in an unbiased and fair manner. When employees submit a request for leave at the same time for the same dates, the supervisor will approve leave based on the service computation date, otherwise approval for leave will be granted on a first come first served basis.

c. The annual leave schedule for each employee will be documented on a consolidated list by calendar leave year which shows all scheduled leave dates and posted in the work center. The schedule will be completed by the end of the fourth pay period each leave year.

d. Supervisors and employees must realize that conditions change and therefore leave schedules must be flexible. Adjustments must be made to meet both employee desires and work requirements. Management may change or cancel an employee's scheduled leave in order to meet unanticipated emergencies.

e. Major changes in the leave schedule should be presented at least two weeks in advance, if not more. Each case will be handled individually. The main problem to avoid is having an employee consistently give short notice of leave desires to the supervisor. Short notice requests are necessary sometimes, but it should not be the rule. The supervisor has the authority to deny any short notice request or change in the schedule when granting of such request would adversely affect work requirements or interfere with the prescheduled leave of others in the work center.

f. Annual leave in excess of 240 hours, which is automatically forfeited at the end of a leave year, may be temporarily restored for future use. The leave must have been officially scheduled at least three pay periods prior to the end of the leave year and must have been forfeited because of exigencies of public business (i.e., operational demands, inspections, audits, reorganization, etc.), sickness, or injury, or through administrative error. Employees requesting annual leave restoration must provide supporting information with their request, through the normal leave approving channels to the Adjutant General, Attn: HRO for final approval. The requesting employees immediate supervisor will provide a list of the required supporting information as outlined in TPP 904.



**Section 4.** Employees who have their leave canceled by the Employer due to emergency situations will be provided a written explanation for the cancellation.

**Section 5.** Employees may request annual leave at other times of the year. Such requests may be for periods of short duration, less than a full workday, or for one or more days, or combination thereof. This will be requested as early as possible to permit ample opportunity for the approving supervisor to review work force needs and approve or disapprove the request. A disapproved request will be accompanied by an explanation and a mutually agreed upon alternative period. A decision on approval will be made as soon as possible after the request is made.

**Section 6.** Employees for emergency circumstances may utilize annual leave. These would be circumstances beyond the employee's control and which require immediate attention. These may involve persons and/or property of concern to the employee. In these cases the employee is expected to notify the Employer as soon as the emergency is known or as soon as practical within one hour after the starting time of the employee's work shift. The employee will advise the person taking the call, normally the supervisor, if he or she expects to report to work for any portion of the day.

**Section 7.** The Employer agrees not to require any employee to utilize annual leave in lieu of any other paid or non-paid status for the performance of any military duties, provided no military leave balance is available.

## **ARTICLE XVIII - SICK LEAVE**

**Section 1.** Sick leave like annual leave is part of the employee's wages and benefits associated with Federal employment. As such the employee will not be encumbered from the use of sick leave for its intended purpose. Employees will accrue sick leave in the amounts established by law and regulation of appropriate authority. Employees will be permitted to carry over all unused sick leave from year to year.

**Section 2.** The intended purpose of sick leave is for use by the employee when the employee: receives medical, dental or optical examination or treatment; is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement; is required to give care and attendance to a member of the employee's immediate family who is afflicted with a contagious disease; or would jeopardize the health of others by his or her presence at the employee's place of duty because of exposure to a contagious disease.

**Section 3.** Employees will not be required to furnish medical evidence for sick leave use except for absences of more than five consecutive workdays. Absences exceeding five consecutive workdays may require a written medical certificate.

**Section 4.** Employees may be counseled on the proper use of sick leave. Employees, believed to be abusing sick leave may be issued a counseling letter indicating that their use of sick leave is questionable, citing the reasons thereof, and as such they may be issued a subsequent letter requiring medical substantiation of all future sick leave usage. Letters indicating questionable use of sick leave and/or letters requiring medical justification shall not be based solely on the number of hours an employee may use in any established period of time, letters may be reviewed at 180 days may be retained in the employee's file up to one year.

**Section 5.** Employees may request and may be granted advanced sick leave up to 240 hours. Such request for advanced sick leave will include number of hours, will be substantiated by medical certificate and approval or disapproval will be IAW TPP 904.

**Section 6.** Employees are expected to notify their supervisors as far in advance as possible of their intent to use sick leave for a particular day or days. In the event the employee is requesting sick leave on a day he or she is expected to report for work, the employee will notify the work place as soon as possible, normally to their supervisor, however, not later than 1 hour after the start of the employees work shift. The employee should indicate the expected return to work date when calling in. Should employees be unable to call in they may have someone else do it for them.

**Section 7.** Employees recovering from surgery, injury or illness may request to return to work and be assigned light duty work. The Employer agrees to consider light duty assignments for these employees if the work is available and able to be performed by the employee, upon evidence of medical approval.

**Section 8.** Employees on any other approved leave may have that leave changed to sick leave should they encounter circumstances which warrant the use of sick leave and the employees notifies his or her supervisor of the request for a change in leave status.

**Section 9.** The sick leave records of employees shall be considered confidential. An individual's sick leave record shall not be publicized nor subject to open scrutiny without the employee's consent. This does not preclude management and supervisors from reporting and discussing sick leave among themselves as part of the process of managing employees.

## **ARTICLE XIX - LEAVE WITHOUT PAY**

**Section 1.** Leave without pay (LWOP) in an approved leave for which the employee receives no compensation. LWOP may be granted to an employee based on work requirements of the agency and the reasons for the requesting of LWOP. Some of the reasons LWOP may be requested are: attendance at union sponsored training where internal union business is the agenda; service to the Union as a officer or on a special project of solely or in conjunction with annual/sick leave for maternity or paternity purposes; military commitments; tardiness.



**Section 2.** LWOP may also be requested for any reason for which annual leave may be approved in circumstances where the employee has exhausted all annual/sick leave available. Approval of LWOP will not be based solely on the amount of annual leave or sick leave an employee may have to his or her credit.

**Section 3.** The effect of the usage of LWOP as it pertains to other employee entitlements will be in accordance with applicable laws and regulation of appropriate authority. Employee must be aware of the loss of entitlements with the use of LWOP.

## **ARTICLE XX - MATERNITY AND PATERNITY**

**Section 1.** In cases of maternity and paternity, employees request leave in accordance with the Family Friendly Leave Act and the Family and Medical Leave Act. These Acts provide a standard approach to providing family and medical leave.

## **ARTICLE XXI - FAMILY FRIENDLY LEAVE**

**Section 1.** In accordance with the Family Friendly Act, employees are allowed to use up to 40 hours of sick leave each leave year for the following reasons:

(a) To provide care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental or optical examination or treatment; or

(b) To make arrangements necessitated by the death of a family member.

**Section 2.** Full-time employees who maintain a balance of at least 80 hours of sick leave may use an additional 64 hours of sick leave per year for the above purposes.

**Section 3.** A grant of sick leave under this provision must be supported by evidence administratively acceptable to the leave-approving official. Medical certification may be required.

## **ARTICLE XXII - FAMILY AND MEDICAL LEAVE**

**Section 1.** The Family and Medical Leave Act of 1993 provides a standard approach to providing family and medical leave to Federal employees by prescribing an entitlement to a total of twelve administrative workweeks of unpaid leave during any twelve month period for certain family and medical needs.

**Section 2.** Entitlement for this leave includes (but is not limited to) the period of incapacitation before and recuperation from childbirth, or the placement of a son or daughter with the employee for adoption or foster care. Arrangements are provided for the substitution of paid leave (annual leave, sick leave, compensatory leave) at the election of the employee.

**Section 3.** Specific requirements for employee notification of intention to take leave under these provisions are included in TPP 631. Under foreseeable conditions (expected birth, placement for adoption or foster care, planned medical treatment, etc.) the employee shall provide notice not less than 30 days before the leave period is to begin. If circumstances will not permit 30 days advance notice (through unforeseen conditions), the employee shall provide such notice as soon as practicable. Under all circumstances surrounding the administration of this leave the Employer will use appropriate sections of TPP 631 as guidance.

#### **ARTICLE XXIII - LAW ENFORCEMENT LEAVE**

**Section 1.** Employees serving under a permanent or an indefinite appointment are authorized additional military leave not to exceed 22 work days in a calendar year for the purpose of providing military aid to enforce the law in a federal and/or state military status. This additional 22 days is referred to as Law Enforcement Leave and is a separate entity from military leave. It is not authorized for use when performing active duty, active duty for training, etc. Employees ordered to active duty in support of drug interdiction operations, search and rescue missions, may elect to use annual, compensatory, or leave without pay prior to using Law Enforcement Leave.

#### **ARTICLE XXIV - LEAVE SHARING**

**Section 1.** The Illinois National Guard Leave Sharing Plan, TPP 630, allows employees to transfer annual leave to approved leave recipients.

#### **ARTICLE XXV - MILITARY LEAVE**

**Section 1.** Whenever an eligible employee is ordered to a tour of Active Duty or is performing Inactive Duty, the employee may take any available military leave, annual leave, compensatory time or leave without pay. Military leave accrues at the rate of 120 hours per fiscal year for permanent and temporary indefinite employees. To the extent military leave is not used in a fiscal year, no more than 120 hours of military leave may be carried over into a new fiscal year. As a maximum, accrual for military leave cannot exceed 240 hours. No charge for leave will be made for non-workdays.

**Section 2.** Employees with temporary appointments of less than one year, with temporary appointments not to exceed one year or with intermittent work schedules are not entitled to military leave.



**Section 3.** Military leave may be taken intermittently, an hour at a time or as otherwise required and approved by the unit commander. Employees may be provided the option of using other available leave (i.e., annual, compensatory, LWOP, etc.) for the performance of such duty.

## **ARTICLE XXVI - MILITARY FUNERAL HONORS (MFH)**

**Section 1.** Use of Technicians for MFH. Technicians May be used in a Technician status to administer, plan, train, and prepare military funeral honors. Details for performance of funeral honors, Technicians may volunteer to perform military funeral honors as part of a detail IAW National Guard policy letter POO-0038

## **ARTICLE XXVII - EXCUSED ABSENCES**

**Section 1.** An excused absence is an absence from duty administratively authorized without charge to leave or loss of pay. Excused absences are ordinarily authorized on an individual basis; however, groups of employees may be authorized excused absences if authorized by The Adjutant General of Illinois. The following sections identify some appropriate uses for excused absences.

**Section 2.** Court leave is authorized absence from work status for service as jurors, or for attending judicial proceedings in a non-official capacity as a witness on behalf of; Federal, State, or local Governments in accordance with TPP 904. If service as a witness is on behalf of private parties, the employee will be charged annual leave or leave without pay. In these circumstances the employee is entitled to accept fees and expenses incident thereto.

**Section 3.** Blood donations by employees are basis for authorization of excused absence. An employee can receive a minimum of four hours excused absence for donation of blood and recuperation. Blood donations will be coordinated with the supervisor so to minimize the impact on the work force and insure continuity of necessary functions. When a blood drive is to be held the parties will coordinate the activities so as to encourage maximum participation.

**Section 4.** Is changed to read: If severe weather occurs prior to the start of the duty day and the weather is severe enough to possibly make it difficult or impossible to get to work, the 375 AW Commander at Scott AFB will have one of two announcements made over various communication modes.

Announcement 1: "Delayed reporting is granted to Scott AFB employees."

This means: The purpose for delayed reporting during hazardous weather conditions is to allow base personnel additional time for safe travel to the base. It is not an automatic authorization to report two hours late for duty. The 126 ARW reporting time is 0700. If a member is unable to arrive at 0700, they may be granted administrative leave up to two hours.

**Announcement 2:** "Only mission-essential personnel are to report to work at Scott AFB."

This means: Only those workers who are identified by their commander, as "mission-essential" will report to work. In this situation, employees not directed to report will be placed on administrative leave.

If severe weather occurs after the start of the duty day, the employees of the 126 ARW fall under the control of The Adjutant General of Illinois. Regardless of the actions taken by the 375 AW Commander at Scott AFB, the TAG-IL or designated representative must authorize a change to our duty schedule that occurs after the start of the duty day.

**Section 5.** Facility closings will be in accordance with base policy and will also include inclement weather, loss of water facilities, heating, air conditioning and electricity, and any other circumstances that would make the work environment and unsafe (Acts of God). When the base closing policy is in effect all employees, with the exception of work essential personnel, will be excused as soon as practical. The employer agrees to make every effort to keep the work essential personnel to a minimum. The employer further agrees to provide a normal and safe work environment to the maximum extent possible.

**Section 6.** Employees whose absences from their place of duty is not authorized, can be charged Absent Without Leave (AWOL). Employees charged with AWOL will be afforded an opportunity to explain their absence and have the AWOL charge changed to an approved leave or excused absence status. Repeated AWOL charges can serve as a basis for disciplinary action. First level supervisors may authorize excused absence of 1 hour or less due to tardiness or other reasons acceptable to the supervisor. If the absence is not approved, the absence will be charged to an appropriate leave account. Continued absences may serve as a basis for disciplinary action. Employees charged leave would not be required to work for the period of time the leave is charged.

**Section 7.** Employee's who are on sick or annual leave when the base is shut down in an emergency may receive administrative leave only when the employer announces administrative leave before the start of the workday.

**Section 8.** An employee may use up to 7 days of paid leave each calendar year to serve as a bone marrow-donor. An employee may also use up to 30 days of paid leave each calendar year to serve as an organ donor. Leave for bone-marrow and organ donation is a separate category of leave that is in addition to annual and sick leave per 5 U.S.C. 6327.

## **ARTICLE XXVIII - POSITION DESCRIPTION**

**Section 1.** Each employee is entitled to a position description that accurately reflects the employee's title, series, grade classification, and clearly states and defines the major duties and responsibilities of the position. The employee's position description will be reviewed and



discussed annually by the employee and the supervisor. If revision is necessary the employee will be permitted to participate in this process.

**Section 2.** Should the position description contain an "other duties as assigned" clause, these duties are defined as reasonably related duties. The Employer agrees that such duties will be assigned in accordance with rules and regulations of appropriate authority, and will be equally distributed among the remaining work force within the area of concern on a fair and equitable basis.

**Section 3.** If an employee's position description has been revised or amended and now reflects the duties of a higher graded or higher paying position, and the employee is officially notified and assigned to perform the duties of the new position; the employer agrees to effect the change to the higher grade/higher paying position within one full pay period. Failure on the part of the Employer to do so will entitle the employee to a classification appeal. Should the employee's appeal be sustained, the promotion or higher paying position will be made retroactive to the effective date of the change and the employee will receive any entitlements he or she would have received had the action been effected at the proper time.

**Section 4.** It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be equally distributed among the remaining work force within the area of concern on a fair and equitable basis. 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 hardship. The employer agrees to fill, when possible, bargaining unit vacancies that impact bargaining unit members with additional duties and/or details. Additional duties in excess of 30 days will be annotated on the employee's 904-1 on a permanent basis.

## **ARTICLE XXIX - PERFORMANCE STANDARDS AND EVALUATION**

**Section 1.** The performance appraisal system shall be administered in accordance with MNIL TPP 430 and this Article. The parties agree that the development of performance standards and the identification of critical elements will be a cooperative effort between the employee and the supervisor.

**Section 2.** Written performance standards and critical elements must be consistent with the duties and responsibilities stated in the employee's position description, to include other duties as assigned, as defined in Article XXVII, Section 2. The identification of critical elements is any element of an employee's job that is of sufficient importance that performance below the minimum standard established by management, requires remedial action and denial of a within-grade increase, and may be the basis for removing or reducing the grade level of that employee. Such action may be taken without regard to performance on other elements of the job.



**Section 3.** The supervisor and the employee shall sign the final product of their efforts. Amendments made to this standard may be made during the rating year and these amendments shall be noted with the initials of the employee and the supervisor. Disputes arising over the development of the standards and critical elements may be referred to the responsible reviewing official for resolution. Disputes not settled by the reviewing official will be elevated to the next level supervisor not to exceed the Air Commander.

**Section 4.** If the employee so desires, they may review the completed performance evaluation form in their possession for up to five workdays, at which time it will be returned to the supervisor with any comments attached. The employee should sign the performance evaluation form in the presence of the supervisor. The employee's signature does not constitute agreement with the evaluation. The signature is only an indication that the employee has received, reviewed and/or discussed the evaluation with the immediate supervisor.

**Section 5.** Performance appraisal is not a once a year event. It is an on going system whereby the supervisor monitors the employee's performance throughout the year. The supervisor should conduct an informal discussion with the employee semi-annually to review the employee's performance. The supervisor should note positive aspects and improvements and identify deficiencies and methods to correct them. The supervisor should also suggest avenues for career advancement and methods of enhancing the employee's ability for advancement. The appraisal should be presented to the employee within 30 days of the end of their birth month. If the supervisor requests an extension, the supervisor will notify the affected employee of the request.

**Section 6.** In the interest of providing objectivity and sufficient time frames for the monitoring of an employee's performance, a supervisor must have been in a position of supervision over the employee for at least 120 days. If the employee is due for an evaluation during this period, it shall be postponed and any entitlements will be based on the previous rating. At the conclusion of the 120-day time period the supervisor will issue a new evaluation of the employee, with strong consideration given to the previous rating of the employee.

**Section 7.** The current appraisal of record shall be used to determine eligibility for within-grade increases. Eligibility for these increases will be the minimum requirements established by regulation of appropriate authority. Any employee denied or delayed in receiving their increase through no fault of their own shall have their increases made effective the earliest date of eligibility and they shall receive any back pay they would have received had the error not occurred.

#### **Section 8. Unacceptable Performance**

a. Actions taken by the Employer based on unacceptable performance, including the denial of a within-grade or step increase shall not be taken unless the following requirements have been met. The Employee against whom such action is to be taken shall receive a specific counseling concerning instances of unacceptable performance. The counseling shall:

1. Specify the area of deficiencies and what must be done to bring the performance up to a satisfactory level.

2. Identify assistance available to the employee to enhance improvement.

3. Identify a time period for demonstration of improvement (minimum of 90 days).

4. Specify that if performance is not brought up to an acceptable level a 30 day notice of proposed action will be issued.

b. Pencil annotations to NGB Form 904-1 will be used as a record of these actions.

c. If, in the supervisor's opinion, the employee may be able to meet the minimum requirements with additional time, the supervisor may delay the action to be taken. This includes the delaying of any step or within-grade increases until such time the employee attains satisfactory performance level. This decision on the part of the supervisor is considered only an extension of the time for the employee to demonstrate proficiency.

d. In such circumstances, should the employee attain satisfactory performance the employee will receive the increases effective at the time of attainment of satisfactory performance. Should the employee not be able to attain satisfactory level the 30 day notice of proposed action will be issued.

e. If the supervisor fails to follow the procedures established in Section 8, paragraph a, 1-4 above, **the individual will not be rated unacceptable in that specific area.**

**Section 9.** The 30-day written notice of proposed action will include requirements as specified in paragraph 4-3, Chapter 4, TPP 430 (Example in Appendix D-1). . An appeal to such action must be filed within the 30 day advanced notice period and must meet requirements as prescribed in paragraph 5-3, chapter 5, TPP 430.

## **ARTICLE XXX- MERIT PROMOTION AND INTERNAL PLACEMENT**

**Section 1.** The Illinois National Guard Merit Promotion and Placement Program, TPP 335, shall govern the filling of vacant positions in the excepted and competitive services within the bargaining unit identified in Article I, Section 2 of this Agreement it will be used for all promotions, reassignments, transfers, initial appointments, reinstatement, and demotions.

a. The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence.

(1) Area one: All currently employed bargaining unit employees at the 126<sup>th</sup> ARW.



- (2) Area two: All other members of the Illinois National Guard or those eligible for membership.
- b. Area One (1): For vacant bargaining unit positions, the first area of consideration will be all bargaining unit employees of the 126<sup>th</sup> ARW. All qualified applications that meet area one requirements will come back from HRO and will be forwarded to the selecting official for a five (5) workday consideration. Vacant bargaining unit positions may be announced concurrently as merit and open. Qualified candidates from within the bargaining unit will be considered for promotion pursuant to the terms of this article.
- c. Area Two (2): When no qualified area one applicants have been selected within the five (5) workday time period for internal placement or merit promotion, the HRO will send all area two applicants to the selecting officials for review and consideration. Nothing shall prohibit the selecting official from reconsidering area one candidates.

**Section 2.** Promotion plan announcements for position to be filled competitively will be announced by HRO. As a minimum the announcement will contain the following information:

- a. Number of position advertised for;
- b. Title, series, grade and salary range;
- c. Type of appointment;
- d. Military requirements - applicant does not have to be assigned to the position or possess the AFSC to apply or be considered for selection, but must be immediately eligible and qualified for both before appointment;
- e. Summary of duties and minimum qualification requirements;
- f. Organizational and geographical location of the position;
- g. Information regarding known promotional potential;
- h. Opening and closing dates and how to apply;
- I. Equal employment opportunity statement;
- J. Whether or not trainees will be accepted.

**Section 3.** The HRO will review all applications to determine basic eligibility. Candidates must meet all basic qualifications as stated in the announcement. Applicants not meeting basic eligibility requirements shall have their application returned with a statement as to which

qualifications they were lacking. If the announcement provided for trainees, the application of those not meeting minimum requirements, will be retained for trainee competition after it is determined there are no qualified candidates.

**Section 4.** The selecting official is entitled to select or not select from this best qualified list. Within 30 days after receipt of the best qualified list.

**Section 5.** All information pertaining to a promotion/placement plan announcement must be retained in a file for a period of two years. The file shall contain sufficient documentation to reconstruct the entire process and shall include any local work sheets used to rate and evaluate candidates.

**Section 6.** Employees who believe they were not rated properly, equitably and fairly may grieve under the negotiated grievance procedure. Non-selection from a properly constructed, best qualified list is not a basis for the filing of a grievance unless the basis for the grievance is for improper considerations or discriminatory reasons. After an employee has initiated a grievance, the employer agrees to permit the employee's representative to review the applicant's documents and/or records relative to the placement action for the position for which applied.

## **ARTICLE XXXI - TEMPORARY DETAILS/PROMOTIONS**

**Section 1.** Details and temporary promotions are methods of the Employer to effectively provide for better employee utilization. Details and temporary promotions are, as implied, assignments of employees to work intended to be short term in duration, for the accomplishment of specific tasks, filling of positions temporarily vacated, special projects and other needs of the Employer. Details to positions or work assignments requiring higher or different skills will be based on bonafide needs of the Employer and be administered in accordance with applicable regulations and, when appropriate, merit system principles. The detail and temporary promotion procedure shall not be used as a device to afford undue opportunity to gain qualifying experience to any particular employees or to prevent others from gaining such experience.

**Section 2.** When employees are detailed to other positions for periods of 30 days or longer, the employee shall be given recognition for the detail on appropriate personnel action forms. Recognition for details of less than 30 days may be accomplished by a memo from the employee and signed by the supervisor and entered in the employee's NGB Form 904-1.

**Section 3.** Employees detailed to higher graded and/or higher paying positions for more than 30 days shall receive temporary promotions to the higher grade/pay position. Details to these positions for less than 120 days may be considered for rotation among qualified employees. Details to higher grade/pay position for more than 120 days shall be accomplished through competitive procedures.



**Section 4.** Employees, who have been assigned to a higher grade/higher paying position without benefit of a detail, who believe they are entitled to a temporary promotion may grieve under the negotiated grievance procedure. Should the employee's grievance be sustained the employee may be entitled to back pay and retroactive promotion to the effective date of the detail or assignment.

## **ARTICLE XXXII - TRAINING**

**Section 1.** The Employer recognizes the responsibility to provide training and career development opportunities for all employees on a nondiscriminatory basis. In developing these training programs, the Employer agrees to consider recommendations from the Union. This training is to improve their skills, knowledge and abilities to perform their official duties, both present and future. The Union recognizes that training is a function of management, as such, management determines the type of training, and how training is to be conducted; where and when it will be conducted and to whom training will be given, consistent with good management practices and in accordance with applicable laws and regulations of appropriate authority. Training assignments made by the Employer will not be done in such a manner as to exhibit preferential treatment for some employees over others.

## **ARTICLE XXXIII - UPWARD MOBILITY**

**Section 1.** The Employer agrees to support and encourage upward mobility in the Employee force so as to utilize individual abilities and potentials to the fullest. The Employer will encourage and support participation in training and educational opportunities within appropriate career fields where offered by government agencies, when requested by employees. All supervisors will provide counseling and guidance to employees of opportunities available to Employees in their area of responsibility.

## **ARTICLE XXXIV - TRAVEL/PER DIEM/TEMPORARY DUTY STATION**

**Section 1.** Authority for travel and for payment of per diem and reimbursement of expenses incident to all travel will be in accordance with applicable regulations of appropriate authorities. Employees on official travel orders will be authorized the maximum amounts permitted under the applicable travel regulations.

**Section 2.** All travel will be accomplished on official Travel Order that will be issued at least five days prior to the performance of the travel. In situations beyond the Employer's control, orders will be issued as soon as practical, however, travel is not permitted without proper written authority.

**Section 3.** Employees while on official travel shall be provided appropriate lodging or quarters in accordance with the travel regulations of appropriate authorities and as may be prescribed by other appropriate regulations or directives. Adequacy of quarters will be in accordance with the appropriate pay status of the employee. Complaints about the adequacy of the quarters shall be submitted to the commander either orally or in written form. The commander agrees to consider these complaints and to research and provide suitable alternatives.

## **ARTICLE XXXV - INCENTIVE AWARDS**

**Section 1.** The National Guard Incentive Awards Program as established in the National Guard Bureau Technician Personnel Regulation No. 451 (TPR 451), shall apply to the employees. The incentive awards program will be endorsed and vigorously supported by all levels of management, and will be administered entirely on the basis of merit. It is specifically agreed that decisions pertaining to the non-adoption of or the amount of cash or honorary incentive awards are not subject of a grievance under the negotiated grievance procedure in Article IX of this agreement.

## **ARTICLE XXXVI - SAFETY/HEALTH OF EMPLOYEES**

**Section 1.** The Employer agrees to implement the Air Force Safety and Health Program (AFOSH); and to provide a safe and healthful work environment. When protective clothing or equipment is required by AFOSH standards, such items will be provided employees. Should these items not be available, the employee will not be required to perform those specific functions if such performance would pose an imminent hazard of loss of life or serious injury without sufficient time for resolution by other means.

**Section 2.** The Union agrees to support the AFOSH program and all local efforts to improve the work environments of employees. The Union also agrees to encourage the use of protective clothing and equipment; and the following of identified safety measures in the performance of employee work.

**Section 3.** The parties both agree to encourage the reporting of unsafe and hazardous work areas, conditions and practices so that proper corrective measures may be taken. This includes the reporting of any injury or impairment of health that resulted from the performance of assigned tasks.

**Section 4.** The Employer agrees to maintain adequate facilities for employees to perform required biological functions in a sanitary environment. Such facilities will meet accepted standards of cleanliness.

**Section 5.** The employer and the union mutually recognize the special hazards of personnel working outdoors and indoors in extreme weather conditions. Both also acknowledge the



necessity for performing tasks outdoors and indoors during adverse weather in order to accomplish the assigned work requirements.

a. Extreme cold

1. Wind-chill above -10 degrees f. work is unrestricted, but common sense prevails.
2. Wind-chill from -10 to -19 degrees f. Work will be restricted to no more than 90 minutes outside without a 10-minute warm-up inside. Supervisors will closely monitor activities of outside workers.
3. Wind-chill from -20 to -29 degrees f. Work will be restricted to no more than 60 minutes outside without a 15-minute warm-up inside. Buddy system maintenance will be adhered to.
4. Outside, unsheltered work will be controlled when the wind chill index\equivalent chill temperature (WCI\ETC) is computed to be colder than -30 degrees Fahrenheit. Work will be restricted to no more than 30 minutes outside without a 15-minute warm-up inside. The supervisor will monitor the safety of the employees.
5. Every effort will be made to cease outside, unsheltered work when the WCI/ECT exceeds -40 degrees Fahrenheit. However, emergency operations may be accomplished by the most expeditious means available. Wind chill charts will be strictly adhered to. No personnel will be expected to work under these conditions for more than 20 minutes without a 10-minute break.

b. Extreme Heat:

1. Outside, unsheltered work will be monitored when the Heat Index (HI) is computed to be between 88F and 96F, the supervisor will monitor the safety of the employees.
2. Outside, unsheltered work when the HI is computed to be between 97F and 104F, 45 minutes of work with a 15 minute cool down period will be offered by the supervisor.
3. Outside, unsheltered work when the HI is computed to be between 105F and 110F, 30 minutes of work with a 15 minute cool down period will be offered by the supervisor.
4. Outside, unsheltered work will cease when the HI exceeds 110F. If operational duties are required, water intake will be increased and work cycles will not be in excess of 30 minutes.
5. In an office environment, annual leave will be granted upon request when the temperature is below 60F or above 90F and no alternate work site is established.

6. In a shop/hanger or warehouse environment, annual leave will be granted upon request when the temperature is below 50F, or above 95F.

7. When the above temperature parameters are exceeded and no alternate work site is available, excused absence may be granted.

8. It is understood that mission essential and/or emergency requirements will be performed as required.

c. Severe Weather:

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

2. Personnel conducting outside activities will be allowed to take shelter when electrical storms (lightning) is determined to be within five miles of their work site.

NOTE\*

The National Weather Service shall be the sole source for the official weather data.

**Section 6.** Employees, who believe they may be entitled to Environment Differential Pay may have the local conditions evaluated in accordance with the directives of TPP 500 and submit recommendations through normal channels for consideration. Assistance will be provided by the Employer or the Union if requested. The Employer agrees to compensate those employees who qualify for the differential pay in accordance with applicable laws and regulations of appropriate authority. The parties agree that Environmental Differential Pay is no substitute for a clean and healthful work environment and both shall have as their objectives, the elimination or reduction to the lowest possible level; all hazards, physical hardships, risks to personal injury, and working conditions of an unusual nature. The existence of environment differential pay is not authorization to condone work practices that circumvent Federal and State safety laws, rules and regulations.

**Section 7.** 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 the employees. Should the Employer establish a Safety Committee and employee representation on the committee is authorized, the Union will designate the employee representative/s.

**Section 8.** The Employer agrees to form an Environmental Differential Pay/Hazardous Duty Pay Review Committee. The Committee will meet at least twice annually to review situations that may entitle employees to EDP/HDP and make the appropriate recommendations. The Union will be entitled to have one voting representative on this Committee.



**Section 9.** If required, the employer will furnish, at no cost to the employees, safety glasses (plain or tinted) to include prescription lenses if required by medical prescription. The employee will furnish a current eyeglass prescription or a new prescription as vision changes occur. All issued safety glasses broken on the job will be replaced without cost to the employee.

**Section 10.** The union will be provided with a copy of all fire, safety, and environmental inspection reports.

**Section 11.** Employees are authorized to use and possess personally owned communication devices. Personal communication device usage should be limited to personal time unless situations occur that warrant immediate action by an individual. Personal communication devices should not be carried while performing duties in or on the flight line, hangers, P.O.L., maintenance shops, operating machinery or government vehicles or where prohibited by T.O. or instruction. All personal communication devices will be silenced when in briefings, meetings, or training classes.

#### **ARTICLE XXXVII - EMPLOYEE ASSISTANCE PROGRAM**

**Section 1.** The Employer agrees to maintain an Employee Assistance Program as outlined in MNIL TPP 792.

**Section 2.** The Employer agrees to notify all employees at least once annually of the availability of the program, its objectives, manner of participation and its confidentiality.

**Section 3.** The Employer agrees to consider suspension of all actions that are being contemplated as a result of some action on the part of an employee that can be attributed to a circumstance that falls within the program. Upon completion of the employee's participation in the program or the failure of the employee to participate the Employer will evaluate the discipline proposed and take into consideration the results of the employees participation and rehabilitation.

#### **ARTICLE XXXVIII – DAY CARE**

**Section 1.** Employer/Union will review the findings of any NGB study concerning full time day care. If a fully funded NGB program is created, the employer will conduct a survey of full-time employees to determine the need for day care services.

#### **ARTICLE XXXIX - ON THE JOB INJURY**

**Section 1.** Procedural guidance for injury compensation provided in TPP 810 must be followed in case of on the job injury. If a employee is injured in the performance of his or her duty and emergency care is needed, the employee and/or supervisor shall arrange for prompt medical treatment including transportation to the nearest medical facility available. If the injury is not an

emergency in nature the employee will report the injury as soon as possible, however, no later than 72 hours from the time of the injury or benefits may be delayed. Employee must report all injuries and complete any required documentation necessary for their protection, and the protection of any entitlements. Employees injured during the performance of their duties are entitled to all appropriate benefits provided under Federal Workmen's Compensation Laws and regulations. If the employee who is off work due to an on the job injury is able to perform light duty work, which is approved by an attending licensed practitioner, and such work is available it must be offered to the employee and the employee must report for the work.

## **ARTICLE XXXX - REDUCTION IN FORCE**

**Section 1.** All reductions in force will be conducted in accordance with the provisions of NGB TPR 300 (351).

**Section 2.** A reduction in force occurs when a employee is released from his or her competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignments involving displacement of another employee. Such action may be due to a lack of work, a reorganization, transfer of function, or to make room for a employee exercising restoration rights. However, the fact that an employee's position is being abolished does not mean that a reduction in force will always be necessary. Any time an employee is required to be reassigned to a vacant position at the same grade or representative rate, a reduction in force will not be required. Any employee adversely affected by any of the above circumstances shall be entitled to save pay/save grade. The Employer agrees to make every effort to avoid the need for a reduction in force, by considering normal attrition rates, organizational adjustments, suspension of recruitment, employee requested downgrades and management directed reassignments.

**Section 3.** The Employer agrees to notify the Union, as far in advance as possible, of pending Reduction In Force (RIF) actions. This notice will include, but not limited to, the personnel to be affected and the reasons for the RIF. In the case of a major RIF a general notice will be provided to employees potentially affected at the earliest possible date. When major RIF actions occur all hiring may be temporarily suspended. In any reduction of force all hiring within the competitive level will be temporarily suspended within the affected area. The employer agrees to consider alternative measures submitted by the Union in lieu of a RIF action.

**Section 4.** A competing employee may appeal to The Adjutant General upon receipt of a specific notice of a RIF, and the employee believes that the State incorrectly applied the provisions of NGB TPR 351. The appeal may be filed any time after receiving the notice, but no later than 30 days before the effective date of the action.

## **ARTICLE XXXXI - GRADE AND PAY RETENTION**

**Section 1.** Qualifying employees shall be entitled to grade retention in accordance with paragraph 536.103,(a)(1)(2), of 5 CFR. Except an otherwise covered above, qualified employees may be



entitled to grade retention if they are reduced in grades a result of a reorganization or reclassification decision announced by the Employer in writing; as a result of an "on the job injury" and are unable to return to the performance of their original duties, and are offered a lower graded position; or involuntarily transferred to a lower graded position and the transfer and/or reduction in grade is not a result of an adverse action. Qualifying factors such as contained in subparagraphs (c)(1)(2) and (3) of 536.103 apply.

**Section 2.** Employees are also entitled to pay retention in accordance with paragraph 536.104 of 5-CFR and the implementing regulations of appropriate authority.

**Section 3.** Employees will be excluded from entitlements to grade and pay retention in accordance with paragraph 536.105 of 5 CFR.

**Section 4.** The Employer agrees to make every reasonable effort to provide priority placement to employees in a-grade retention status provided they meet the full employee and military qualifications of the position for which they are being considered for placement. These priority placement actions will precede normal placement actions.

**Section 5.** Placement of employees in grade retention status will be according to agency regulation:

a. If a vacancy of equal or intervening grade occurs for which the employee is fully qualified, the employee will be offered the position. Acceptance of a position of an intervening grade will not negate the Employer's obligation to place the employee in a grade equal to the grade from which he or she was downgraded initially. Employees placed in intervening grades will remain in the priority placement register.

b. If there is more than one eligible employee in a grade retention status, who are qualified for the position, a selecting official will be given the list of eligible employees from which to make a determination for selection.

c. Should a vacancy occur outside the normal commuting area of the employee and the offer is made to the employee; refusal will not jeopardize the employee's entitlement to grade and pay retention.

d. Offers of positions to qualified employees will be made in writing and include a position description of the position offered. The position must be permanent position and the employee must meet the minimum qualification requirements.

e. To preclude the unintentional promotion/employment of an individual in a position for which an employee in grade retention is qualified for, the following statement will be affixed to all job announcements:

"CANDIDATES WHO BELIEVE THEY ARE ENTITLED TO PRIORITY CONSIDERATION FOR REPROMOTION OR REEMPLOYMENT SHOULD FORWARD A

DESCRIPTION OF THE CIRCUMSTANCES WITH THEIR APPLICATIONS. CONSIDERATION OF QUALIFIED CANDIDATES ELIGIBLE FOR PRIORITY CONSIDERATION WILL PRECEDE EFFORTS TO FILL THE POSITION BY NORMAL COMPLETION.

f. Employees in a grade retention status will not be given priority placement consideration in positions in other pay systems.

**Section 6.** Employees receiving compensation under pay retention shall be in accordance to the regulations of appropriate authority.

## **ARTICLE XXXXII - EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** The parties agree to cooperate in providing equal employment opportunities to all qualified persons, without regard to race, color, creed, sex, age, national origin, or handicap; and to promote the full realization of equal opportunities without the presence of harassment through a continuing affirmative action program.

**Section 2.** The parties agree to administer the provisions of this agreement and all matters relevant in a manner free from discrimination or the appearance of discrimination.

**Section 3.** The Employer will conduct a continuing program to eliminate any appearance of prejudice, or discrimination based upon race, color, creed, sex, age, national origin, or handicap from the Employer's personnel policies practices and working conditions.

## **ARTICLE XXXXIII - RETIREMENT**

**Section 1.** The Employer recognizes that retirement and its benefits is a goal of all employees. With changes in the retirement systems available to Federal employees, decisions involving investments of the employees' retirement contribution have become more complex. To assist employees in making proper choices for the investment of their retirement contributions, the Employer agrees to brief employees on a on-going basis on the options available to the employees along with any changes implemented by appropriate authority. It is not the Employer's responsibility to make recommendations to employees on which options may be more advantageous than others, nor will they be held responsible for not making recommendations. Should information become available from an appropriate source, such as OPM, offering suggestions for employees on the options, that information will be made available to the employees.

**Section 2.** For those employees who have indicated a desire to exercise their option to retire, the Employer agrees to provide retirement counseling which will include an individual analysis, listing the annuity amounts the employee will receive under the various options.



**Section 3.** Retirement counseling or the annual briefing on the retirement investment option available to employees need not be conducted by the exclusive Employer. The Employer has the option to utilize services provided by other government agencies, should they be available. The Employer agrees to be responsible for making any arrangements for attendance of employees at training, counseling or briefings conducted or hosted by other agencies. Attendance will be on official time. If travel is required for attendance, employees will be entitled to full travel and per diem allowance for official travel.

#### **ARTICLE XXXXIV - UNION/MANAGEMENT MEETINGS**

**Section 1.** The Employer agrees that the Union President, or in his/her absence, the Union Vice President, may act on behalf of the Union during normal duty hours on business that is of mutual interest to the Employer and the Union. Time used during normal duty hours will be with the knowledge and approval of the appropriate supervisor.

**Section 2.** The President or Vice President of the Union and one other member of the Union's Executive Board (2nd Vice President, Secretary or Treasurer) or their designees, and appropriate senior management representative designated by the Air Commander shall meet regularly and exchange information for mutual understanding with respect to application of personnel policies and practices and matters affecting working conditions that cannot be resolved at subordinate supervisory levels. Such meetings will be held once every two months, if requested. These meetings will be conducted informally. Such meetings will be limited to not more than one hour unless mutually agreed upon. The Employer will maintain a written record of the date, time, those in attendance, and the subjects discussed. The Employer will furnish the Union President with a copy of this record. Time used during normal duty hours will be with knowledge and approval of the appropriate supervisor. Any item of discussion requiring research will be submitted in writing at least 10 working days in advance of the meeting. A special meeting may be held when requested and mutually agreed upon by the Employer and the Union. The matter discussed must be such that it could not clearly be resolved at a lower subordinate supervisory level and must be of such significance that it could not wait until the meeting described above.

**Section 3.** Functions that will not be performed by any Union Representative on official time shall include, but not be limited to solicitation of membership, union meetings, recruitment, collection and payments of dues, and circulation of petitions.

#### **ARTICLE XXXXV - NEGOTIATION PROCEDURES**

**Section 1. INTRODUCTION:** in negotiating this agreement between The Adjutant General of Illinois, Illinois Air National Guard, Scott AFB, Illinois, hereinafter, referred to as the Employer; and the ACT Windy City Chapter #111, hereinafter, referred to as the Union; it is agreed that the following conditions and procedures will be adhered to by both parties.



## **Section 2. NEGOTIATING TERMS:**

a. Each negotiating team shall not exceed six members, one of which may be a National Representative of the Union. Members of the Union negotiating team who are employees within the bargaining unit to which the agreement will apply and who are otherwise in a duty status while at a negotiating session will be considered on official time during such sessions. If the Adjutant General of Illinois finds it necessary to direct a change in the location of negotiations to a place other than The Scott AFB requiring travel in order to participate in the negotiations on the part of members of the Union negotiating team, they will receive appropriate travel and per diem allowance under the regulations governing such travel (JTR).

b. Formal correspondence will be between the parties designating the team members, the Chief Spokesperson and if appropriate, alternates within two (2) weeks of their respective designations. Changes will be submitted in writing as necessary.

## **Section 3. PROPOSALS TO BE NEGOTIATED:**

a. Complete proposals of the parties will be exchanged a minimum of 15 days prior to the start of formal negotiations. Other proposals or counterproposals which arise out of the course of negotiations and which represent a substantive change may be submitted at any time, but the receiving party will not be obligated to negotiate such proposals or counterproposals until a subsequent session. All proposals/articles should be discussed in numerical sequence.

b. During the course of negotiations, either party may declare that a stalemate has been reached a particular proposal/article/section. In the event this does occur, the item will be set aside and negotiations will continue on the remaining proposals/articles/sections. After the completion of negotiations on the remaining items, the stalemated items will again be brought to the table for further negotiations. If the stalemated item cannot be resolved within a reasonable amount of time, a 21-day recess will be called for the parties to further research the stalemated item. These items will be again discussed with attempts to reach an agreement. If unable to reach an agreement, the services of the Federal Mediation and Conciliation Service may be requested to assist in resolving the impasse.

c. The bargain ability of proposals/articles or portion thereof believed to be non-negotiable by the Employer, based upon law, rule and/or regulation shall be determined in accordance with Part 2424 of the regulations of the FLRA.

d. Nothing in this section shall preclude the parties from revising time parameters established, or defining "reasonable amounts of time", solely for use within the scope of this pre-negotiation agreement.

**Section 4. NEGOTIATION SESSION:** Negotiations will normally be held in the conference room of building 5026. Space will be provided for the parties to caucus privately. (Use of adjacent office will normally be available). Sessions will begin on a date mutually agreeable to both parties. The sessions will be conducted from 0800 - 1600 hours, Wednesday and Thursday



each week, unless mission requirements necessitate interruption, until an agreement is reached exclusive of any items, which may have been submitted, to the Impasse Panel. Further negotiations on those items will be governed by the results of those determinations. Submission of items to the Impasse Panel does not preclude the parties from attempting to resolve the issues through further negotiations. A caucus may be called at any time by the Chief Spokesperson of either team and normally should not exceed 20 minutes. The party requesting the caucus shall retire to the area provided for caucusing. Recesses and adjournments other than the scheduled times may be called by either Chief Spokesperson.

#### **Section 5. TENTATIVE AND FINAL AGREEMENTS:**

a. When both parties agree on the content of an article/section, the item will be reduced to writing and initialed by the Chief Spokespersons of the parties. Negotiations concerning the part of the contract will be considered at an end. Previously agreed to items may be reopened by mutual agreement of the parties. The Employer agrees to provide the Union a copy of the initialed articles and sections. At the completion of the negotiations the Employer also agrees to provide the Union five copies of the completed package of agreed to items, in draft form, prior to their submission for final approval.

b. Final agreement of any portion of the contract is contingent upon agreement of the complete contract. Further, final approval of the entire contract is contingent upon the completed actions specified in Section 7114(c)(1)(2) and (3) of the Civil Service Reform Act of 1978.

#### **Section 6. SERVICES FURNISHED BY THE EMPLOYER:**

a. The Employer agrees to allow the Union Negotiating Team the use of the conference room in building 5022, subject to availability. Upon request the Employer further agrees to make available to the Union Negotiating Team, necessary documents containing applicable laws, rules and regulations of appropriate authorities, if available, and the use of a typewriter and a copy machine. Both office machines authorized for use are located in Building 5022.

b. Upon request and if not in use, the room and the service will be made available during the course of negotiations and prior to the commencement of the negotiations, for the preparation of proposal by the Union.

c. The Employer agrees to allow up to six bargaining unit employees who are members (or alternates) of the Union negotiating team up to 200 hours annually, in order to prepare their initial contract proposals. Negotiations are to begin approximately 45 days thereafter on a date mutually agreeable to each team. It is understood by both parties that his time will be considered official time.

d. If either Chief Spokesperson is unavailable for a particular session he will notify the Chief Spokesperson for the other sides that particular session can be rescheduled.

**Section 7. MINUTES OF NEGOTIATING SESSION:** The Employer will prepare "recap" type minutes of each session. These minutes will be tentatively agreed to at the end of each session. Management will have them finalized and present them and the first order of business at the next session. The Chief Spokesperson for each side will initial the minutes indicating agreement. This does not preclude any member of either team from taking any notes they wish during the session. However, the initialed minutes and initialed items of agreement shall be recognized as the only official record of the negotiations.

#### **ARTICLE XXXXVI - DURATION OF AGREEMENT**

**Section 1.** The effective date of this Agreement shall be the date the Agreement is approved by the Defense Civilian Personnel Management Service (DCPMS) or the 31st day subsequent the signing by the Employer and the Union. The Agreement shall remain in effect for a period of three years from the effective date.

**Section 2.** Should either of the parties wish to renegotiate, amend, supplement, and/or terminate this Agreement, the initiating party shall serve notice to the other party not more than 105 calendar days nor less than 60 calendar days before the expiration date of the Agreement. Should the parties agree to the termination of this Agreement, the effective date of termination will be the expiration date. Should either party wish to renegotiate, amend, or supplement this Agreement the provisions of Article XXXXV, Negotiation Procedures will govern.

**Section 3.** If neither party gives timely notice, to amend, renegotiate, or supplement this Agreement, the Agreement shall automatically renew itself for one additional year from the anniversary date of this Agreement and for each anniversary date thereafter. The Agreement must be reviewed (amended if necessary) every three years to insure compliance with law and DOD regulations required by law.

Signed this 28th day of January 2002

**FOR THE UNION**

**FOR THE EMPLOYER**





