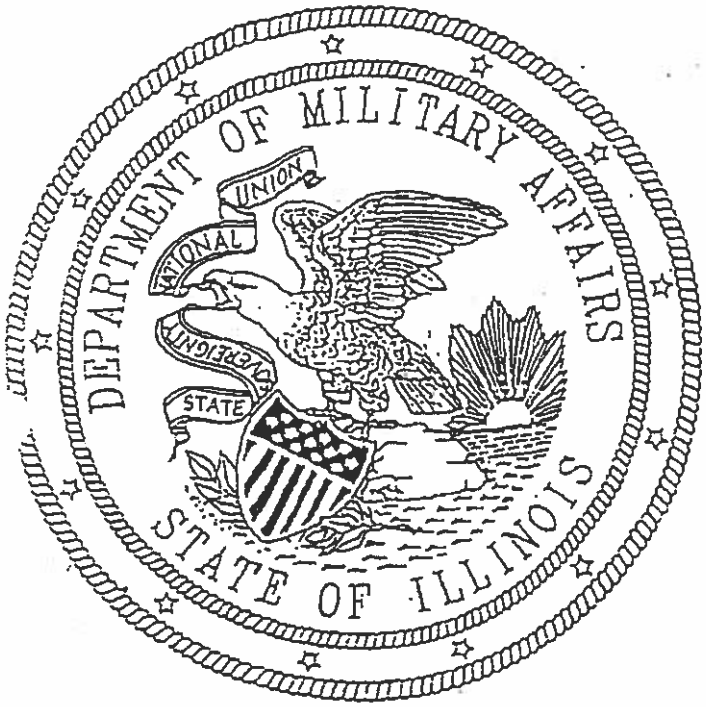
Collective Bargaining Agreement



Department of Military Affairs
And
Service Employees International Union
Local 73

July 1, 2015 thru June 30, 2023

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PREAMBLE

In order to establish harmonious employment relations and in accordance with the public policy of the State of Illinois to grant public employees full freedom of association, self-organization, and designation of representatives of their own choosing for the purpose of negotiating wages, hours and other conditions of employment or other mutual aid or protection, the parties agree as follows:

ARTICLE I
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to positions of Military Security Police I/II (MSPI/II) and Military Crash Fire Rescue I and II (MCFRI/II). Such recognition excludes all managerial, supervisory, and confidential employees, as well as those persons on military status.

When the Employer establishes a new position or modifies a current position classification that is not supervisory, managerial or confidential in nature and such action would affect the current positions and titles represented by the Union, the Employer shall notify the Union in writing of the effective date of the implementation of such classification changes.

The Employer recognizes the integrity of the bargaining unit and will not take any action directed at eroding it.

ARTICLE II
MANAGEMENT RIGHTS

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including but not limited to: The right to hire, promote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force, to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency.

ARTICLE III
NON-DISCRIMINATION

The parties recognize the Employer's obligation to comply with Federal, Military and State equal employment and affirmative action laws. The Employer and Union shall not discriminate against, interfere with, restrain or coerce employees because of lawful union activities.

ARTICLE IV
UNION SECURITY AND DUES CHECK-OFF

Section 1. Notification

The Union shall be advised in writing on a monthly basis of the name and job title of all newly hired employees who are covered by this Agreement.

Section 2. Deduction

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization. Employees may express such authorizations by any means of indicating agreement allowable under state and federal law. To the extent permitted by law, authorized deductions shall be irrevocable, regardless of the employee's membership status, except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues, assessment, and fee revocations are processed by the Union. In the event that an employee revokes their checkoff authorization in accordance with the terms in which they authorized the deductions, the Union will notify the employer after the close of the revocation period. Where an employee properly revokes dues, assessments, or fees authorization pursuant to this section, the employee shall still, as a condition of employment, be required to pay fair share or agency fees to the Union, to the extent permitted by law and this Agreement.

The Union will submit to the Employer a list of employees who have authorized checkoff and shall provide the Employer with verification that checkoff of dues, assessments, or fees have been authorized by the employee only in the event a question arises about an employee's membership status.

Section 3. Authorization

Deduction from payroll for the purpose of using Local 73 credit union and SEIU vision care shall be made upon proper written authorization.

Section 4. Remittance

Properly authorized payroll deduction shall be remitted to the Union at the address designated in writing by the Union in accordance with the practices and procedures of the Comptroller's Office.

Section 5. Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE V
GRIEVANCE PROCEDURE

Section 1. Definition

The parties agree that every effort will be made to expedite and settle grievances at the lowest possible level. As most grievances arise from misunderstandings or disputes. They can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level.

a. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date of the incident or alleged violation took place, an approximation if actual date is not known and the specific Article and Section of the collective bargaining agreement involved. Any grievance submitted without the above information and unsigned by the grievant and/or appropriate Union Representative shall be considered incomplete. The steward may alter the grievance in order to comply as long as this is done within the current time frame and the grievance is returned to the steward within the timeframe.

b. Grievances may be processed on behalf of a group of employees by the Union provided such are timely filed and set forth the names of the employees and the specific facts and circumstances giving rise to the grievance. Either party may have the grievant, or one grievant representing a group of grievants, present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within the group.

c. If the nature of the grievance is beyond the scope of authority of the management representative at any step of the grievance procedure the grievance may be advanced by mutual written agreement, to the appropriate step of the grievance procedure.

Section 2. Grievance Steps

Step 1. (Informal) Immediate Supervisor

The employee and/or the Union shall present the grievance orally to the immediate supervisor explaining its nature and circumstances. The employee or Union Representative shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. All grievances must be presented within ten (10) days (unless otherwise noted, throughout this Agreement references to days shall mean calendar days) of the date the employee became aware of the circumstances giving rise to the grievance. However, any grievance filed more than forty-five (45) days after the incident

in dispute shall be considered untimely. The supervisor shall render an oral response to the grievance within seven (7) days after the grievance is presented. If the oral grievance is not resolved at Step 1, the immediate supervisor shall sign the written statement of grievance prepared for submission to Step 2 acknowledging discussion of the grievance. In those circumstances where securing the signature of the first level supervisor, (who is physically not available to sign), would have adversely affected a timely submittal to Step 2, the grievance will be submitted to the appropriate employer representative without such signature. A copy of the grievance shall subsequently be provided to the first level supervisor for such signature. The parties recognize that variations between the original oral grievance to the written form, where mutually agreeable, may exist. Matters not included in the Step 1 grievance shall not be addressed at a subsequent step of the same grievance, unless relevant to the grievance.

Step 2. (Formal) Security Chief or Fire Chief

If the grievance is not resolved, or no answer is given within seven (7) days after oral presentation at Step 1, the Union shall present the grievance, in writing, to the Security Chief or Fire Chief, or his/her designated representative, within seven (7) days of the Step 1 response or the day such reply was due, whichever occurs first. Within ten (10) days after the grievance is presented at Step 2, the Chief, or his/her designated representative, shall discuss the grievance with the Union. Within seven (7) days after such discussion is held, the Chief or designee shall render a written answer to the grievance and provide a copy to the Union. The written grievance shall be signed and dated by the grievant.

Step 3. (Formal) Mission Support Group Commander

If the grievance is not resolved, or no answer is given within seven (7) days after discussion at Step 2, the Union shall present the grievance in writing to the Mission Support Group Commander, or his/her designee, within seven (7) days of the Step 2 response or the day such reply was due, whichever occurs first. Within ten (10) days after the written grievance is represented at Step 3, the Mission Support Group Commander, or his/her designee, shall discuss the grievance with the Union. Within seven (7) days after such discussion is held, the Mission Support Group Commander or his/her designee shall render a written answer to the grievance and provide a copy to the Union. The written grievance shall be signed and dated by the grievant.

Step 4. (Formal) Wing Commander

If the grievance is not resolved, or no answer is given within seven (7) days after discussion at Step 3, the Union shall present the grievance in writing to the Wing Commander or his/her designee, within seven (7) days of the Step 3 response or the day such reply was due, whichever occurs first. Within ten (10) days after the written grievance is presented at Step 4, the Wing Commander or his/her designee shall discuss the grievance with the Union, unless mutually agreed otherwise. Within seven (7) days after such discussion is held, the Wing Commander or his/her designee shall render a written answer to the grievance and provide a copy to the Union. The written grievance shall be signed and dated by the grievant.

Step 5. Arbitration.

a. Filing: If the matter is not resolved at Step 4, or no answer is given within the time specified, the Union, by written notice to the Employer within ten (10) days after the Step 4 answer, or after such answer was due, whichever occurs first, may appeal the grievance to a pre-arbitration staff meeting. Such notification sent to the person designated by The Adjutant General, shall include a copy of the written grievance with all responses and signatures obtained as a result of the grievance process and a list of dates available for arbitrator selection. It is agreed that appeals postmarked within the ten (10) day time limit are timely.

b. Pre-arbitration staff meeting: In an effort to resolve cases listed for arbitration which are capable of resolution, the Employer and Union shall meet in an attempt to resolve the grievances. Such staff shall have full authority to resolve those cases listed for arbitration. If the grievance has been resolved, the parties shall sign the resolution within seven (7) days. If no resolution is reached, the Union must move the grievance to arbitration within seven (7) days of the pre-arbitration staff meeting by notifying in writing the person designated by The Adjutant General of its decision to proceed to arbitration.

c. Arbitration: Representatives of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed upon arbitrators. The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and Union requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

d. Arbitration Procedures: Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator.

1. The Employer and Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

2. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable, or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall not amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

3. The expenses and fees of the arbitrator shall be shared equally by the parties. The cost of hearing rooms, if any, shall be shared equally. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

4. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

5. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

Section 3. Time Limits

a. Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn. Failure of the Employer to respond within the designated time limits at any step of the grievance procedure shall not cause a finding in favor of the grievant but shall permit the Union to move the grievance to the next step within the designated time limits, except to Step 4.

b. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

c. Grievances concerning suspensions and/or discharge of any employee shall be initiated at Step 4 of the grievance procedure. Both parties agree that Step 4 grievance meetings involving suspension and/or discharge should be held expeditiously. It is understood by the parties that the time limits for filing a grievance on a timely basis for disciplinary action shall begin on the date the employee receives notification of the action.

d. A grievance may, by mutual agreement, be filed at an advanced step of the grievance procedure. Mutual agreement must occur between the parties responsible for holding the grievance at the step where it is desired to be filed.

Section 4. Stewards

There shall be one Union steward per shift per location, plus one alternate. The Union shall designate the Union stewards and shall notify the Employer in writing of any changes in such.

Section 5. Time Off, Meeting Space and Telephone Use

a. Time Off: The grievant(s) and/or Union steward(s), upon prior approval of the Employer, will be permitted reasonable time without loss of pay during his/her hours to investigate and process grievances, subject to the operating needs of the Employer.

A grievant(s) called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses who are members of the bargaining unit whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's presentation.

b. Meeting Space and Telephone and Computer Use: Upon request, the employee and Union representative shall be allowed use of an available appropriate room while investigating or processing a grievance; and, upon approval, shall be permitted the reasonable use of telephone and/or computer facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

c. Stewards shall be released, without loss of pay, for a reasonable period of time subject to the operating needs of the Employer.

d. Expenses: The Employer shall not be responsible for any travel or subsistence expenses incurred by employees or Union representatives in the processing of grievances.

e. Grievance Processing: The parties agree that the Employer may require reasonable documentation of time spent in processing grievances, including time spent using the telephone for these purposes, when there is suspected abuse of these privileges by a Union Steward.

ARTICLE VI
UNION RIGHTS

Section 1. Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, labor management meetings, committee meetings (and activities) if such committees have been established by this contract, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants and if such attendance does not interfere with the Employer's operations. The union agrees to provide a current listing of all union representatives and stewards to the Employer.

Section 2. Access to Employer's Premises by Union Representative

The Union recognizes that access to the work sites is subject to the authority of the Employer. Union representatives shall request approval prior to arrival at the work site. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a Union representative. Such visitations shall be for the reason of the administration of this Agreement.

Section 3. Union Bulletin Boards

The Employer shall provide bulletin boards or space in each work location for the purposes of posting Union material. Items posted shall not be political, partisan or defamatory in nature, and any such items may be removed at the discretion of the Employer. The purpose of these bulletin boards is solely for the administration of this Agreement.

Section 4. Information Provided to Union

At least once each month, the Employer shall notify the Union in writing of the following personnel transactions involving bargaining unit employees on a work location basis: new hires, promotions, layoff, reemployment, transfers, leaves, returns from leaves, suspensions, discharges and terminations.

Section 5. Time Off for Union Activities

Local Union representatives who are employed at the Department of Military Affairs shall be allowed time off without pay for legitimate Union business such as contract negotiations, union meetings, State or area wide Union committee meetings, State or International conventions, provided such representative(s) shall give reasonable advance notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer/Air Base. The employee may utilize any accumulated time (holiday, personal, vacation leave) in lieu of taking such time without pay.

Section 6. Union Meetings on Employer's Premises

Upon reasonable advance notice and room availability, the Employer agrees to allow the Union use of a conference room or similar space. Such use shall not interfere with the operating needs of the Employer.

Section 7. Rate of Pay

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay.

ARTICLE VII
LABOR/MANAGEMENT MEETINGS

For the purpose of discussing issues arising from the provisions of this Agreement, the parties agree as follows:

a. Quarterly meetings with each work location

b. Annual meetings with the Employer

The parties shall exchange specific written agendas at least ten (10) working days in advance of such meetings. The time and date shall be agreed upon by the parties. The Employer agrees to provide a meeting place. Less frequent meetings may occur by agreement of the parties. More frequent meetings may be held when mutually agreeable.

Each party may be represented by no more than three representatives at each work location meeting and no more than five representatives at each annual meeting.

ARTICLE VIII
WORK RULES

Section 1. Work Rules

The Employer has the right to establish reasonable work rules. The Employer will notify the Union and the employees ten (10) days in advance of any new or modified work rule, except in emergency situations. Such work rules shall either be posted or otherwise made available to affected employees. Work rules shall be uniformly enforced among affected employees.

The terms of this Article shall not apply to work rules promulgated by the Employer pursuant to federally mandated regulations.

Section 2. Leave Slips

The Employer will respond to employee submitted leave slips within five (5) days of submittal.

ARTICLE IX
DISCIPLINE

Section 1. Definitions

The Employer agrees with the tenets of progressive and corrective discipline so as to assist employees in correcting the faults that caused the problem and to help them continue with proper performance up to the point where there is no other recourse than discharge. The parties recognize that counseling is not considered disciplinary action and, therefore, is not grieveable under Article V. Where applicable, counseling shall occur prior to disciplinary action being taken. Disciplinary action or measures shall include only the following:

a. Written Reprimand

b. Suspension (notice to be given in writing); and

c. Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. The actual date upon which discipline commences may not exceed forty-five (45) days after completion of the pre-disciplinary meeting. Leaves of absence shall extend the 45-day period.

An employee shall, whenever possible, provide advance notice of absence from work. Absence of an employee for five (5) consecutive work days (MSP) or two (2) consecutive shift days (MCFR) without reporting to the Employer or the person designated by the Employer to receive such notification may be cause for discharge. The above provision shall not apply so long as the employee then notifies as soon as it is physically possible.

Section 2. Manner of Discipline

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before the other employees or the public and shall be done in a timely fashion.

Section 3. Pre-disciplinary Meeting

In cases of suspension and discharge only, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee involved and, if requested by the employee, his/her Union representative, and inform them of the reasons for such contemplated disciplinary action including names of witnesses and copies of any relevant non-confidential documents. The employee, through the Union representative, shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 4. Notification and Measure of Disciplinary Actions

a. In the event disciplinary action is taken against an employee, other than the issuance of a written reprimand, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of reasons therewith. The measure of discipline and the statement of reasons may be modified, especially in the cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct that arose from the same facts and circumstances.

b. An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary actions against him/her. Such Union representative may be present during an investigatory interview for the purpose of protecting an employee's rights under the collective bargaining agreement; however, such Union representative shall not act in such a manner as to obstruct the investigation. Following such an investigation, the employee and the Union shall be notified in writing that the investigation is complete.

c. Nothing in this section shall prevent the Employer from relieving employees from duty in accordance with its practice. The employee shall not lose any wages because of such release. The Employer shall provide the Union with reasonable advance notice of any action taken under this section.

Section 5. Removal of Discipline

Any written reprimand imposed for tardiness or absenteeism shall be removed from an employee's records if, from the date of the last warning or discipline, twenty-four (24) months pass without the employee receiving an additional warning or discipline for such offense. Any written reprimand for other causes shall be removed from the employee's record based on the above criteria after two years. Such removal shall be at the request of the employee.

Section 6. Polygraph

Polygraph examinations will be conducted as provided for under Federal regulations.

No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer, nor shall be subject to discipline for the refusal to take such.

Section 7. Suspension Pending Discharge

The Employer may suspend an employee for up to thirty (30) calendar days pending the decision whether or not charges for discharge shall be filed against the employee and such actions shall not be subject to the grievance procedure. If suspension pending discharge is replaced by another disciplinary action, written notice will be issued and such action may be subject to the grievance procedure.

Section 8. Formal Counseling

Formal counseling is when a supervisor makes a written record of a counseling session. The written record shall include the date of the counseling, reason for the counseling, what action must be taken by the employee to correct performance and the time frame in which the corrective action must be taken. The employee may submit a rebuttal to the formal counseling. The formal counseling record will be maintained in the supervisor file; upon request a copy will be provided to the employee.

ARTICLE X
VACATIONS

Section 1. Amounts

Employees, except emergency and temporary, shall earn vacation time. No employee on leave of absence may earn vacation except when the leave was for the purpose of accepting a temporary working assignment in another classification.

Eligible employees shall earn vacation time in accordance with the following schedule:

a. From the starting date of employment until the completion of five (5) years of continuous service: MSP I/II ten (10) days/80 hours per year and for MCFR I/II ten (10) days/96 hours per year prorated monthly.

b. From the completion of five (5) years of continuous service until the completion of nine (9) years of continuous service: MSP I/II fifteen (15) days/120 hours per year and for MCFR I/II fifteen (15) days/144 hours per year prorated monthly.

c. From completion of nine (9) years of continuous service until the completion of fourteen (14) years: MSP I/II seventeen (17) days/136 hours per year and for MCFR I/II seventeen (17) days/163.2 hours per year prorated monthly.

d. From the completion of fourteen (14) years of continuous service until the completion of nineteen (19) years: MSP I/II twenty (20) days/160 hours per year and for MCFR I/II twenty (20) days/192 hours per year prorated monthly.

e. From the completion of nineteen (19) years of continuous service until the completion of twenty-five (25) years: MSP I/II twenty-two (22) days/176 hours per year and for MCFR I/II twenty-two (22) days/211.2 hours per year prorated monthly.

f. From the completion of twenty-five (25) years of continuous service: MSP I/II twenty-five (25) days/200 hours per year and for MCFR I/II twenty-five (25) days/240 hours per year prorated monthly.

g. Employees must be in paid status at least one-half (1/2) of the work days of the month to be credited for their earned vacation for that month.

Section 2. Vacation Usage

Vacation time may be taken in increments of not less than one (1) hour increments. Vacation time may be used at any time after it is earned with the following exceptions:

a. Vacation time earned during the probationary period will not become vested or allowed to be taken until successful completion of such period.

b. Probationary employees earn vacation and may use such during their original six (6) months probationary period at the discretion of the employer, provided probationary employees use any available holiday compensatory time, overtime compensatory time and personal leave prior to using vacation time.

c. Vacation time may be accumulated for twenty-four (24) months after the end of the calendar year in which it was earned.

The intent of the rule on maximum accumulation of vacation leave is for all employees to take an annual vacation; supervisors are not to unreasonably deny vacation leave. Failure to take such leave will result in forfeiture of accrued vacation leave, unless supervisors have unreasonably denied vacation leave to any employee. Exceptions may be granted by the Adjutant General upon written request.

Vacation earned shall be computed in hours from the starting date of employment. For purposes of computing earned vacation time, the starting date shall be considered the first day of the month if the actual starting date was between the first and fifteenth inclusive, or the first date of the following month if the actual starting date was between the sixteenth and the thirty-first inclusive. Upon the close of each calendar year, the Employer will inform each employee of his/her earned vacation time.

Section 3. Vacation and Loss of Earned Vacation

Subject to Section 6 and Employer's operating needs, vacations shall be scheduled as requested by the employee in writing. The Employer shall respond to vacation requests within five (5) working days. Where current practice provides for a quicker response, such practice shall continue. Once scheduled vacation is approved it will only be cancelled if the Employer's operating needs require that employee's services. The necessity of an overtime assignment shall not be a consideration in the cancellation of approved vacation. In establishing vacation schedules, the Employer shall consider both the employee's preference and the operating needs of the agency. In any event, upon approved request, vacation time must be scheduled so that it may be taken not later than twenty-four (24) months after the expiration of the calendar year in which such vacation was earned. If an employee does not request and take accrued vacation within such twenty-four (24) month period, vacation earned during the time shall be lost. Except that the period of time an employee is on an approved leave of absence pursuant to Article XIV, Leaves of Absence, such period of time shall not count toward the twenty-four (24) month period. When, because of operational needs, the Employer suspends the ability of an employee or group of employees to use vacation time, any and all time an employee would lose shall not be lost. All employee requests for vacation leave are to be filed, in writing, with supervisors, or in his/her absence the Security Chief or Fire Chief, whichever is applicable, who will verify that the leave time has been earned and is proper. Employees shall submit vacation requests reasonably in advance of the dates requested and such requests shall not be unreasonably denied.

Section 4. Salary in Lieu of Vacation

If, because of operating needs, the Employer cannot grant an employee's request for vacation time within the twenty-four (24) month period after the expiration of the calendar year such time was earned, such vacation time shall be liquidated in cash at straight time provided the employee has made at least three (3) requests, each for different time periods, for such time within the calendar year preceding liquidation, or it may be accumulated indefinitely subject to the provisions of this article.

No salary payment shall be made in lieu of vacation earned but not taken except as in (the paragraph) above and on termination of employment for eligible employees with at least six (6) months of continuous service in which case the effective date of termination shall not be extended by the number of days represented by said salary payment.

Section 5. Vacation Benefits on Separation of Employee

Employees who leave the Agency are entitled to payment for the amount of current unused vacation leave, with the exception of leave earned in previous years and not taken in accordance with the 24 month provision, and the condition that the leave must be vested, i.e., continuous employment for a minimum of six (6) months.

Section 6. Vacation Schedules by Seniority

By January 31 of each calendar year, employees may submit in writing to the Employer their preferences for different time periods for vacation, provided an employee may not submit more than three (3) preferences. Such request may include vacation through the end of February of following calendar year. In establishing vacation schedules, the Employer shall consider both the employee's preference and operating needs of the agency. Where the Employer is unable to grant and schedule vacation preferences for all employees within a position classification within a work unit but it able to grant some of such (one or more) employees such vacation preferences, employees within the position classification shall be granted such preferred vacation period on the basis of seniority. An employee who has been granted his/her fist preference shall not be granted another preference request if such would require denial of the first preference of a lesser employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days.

Employees who file their preferences by January 31 shall be notified of the vacation schedules by March 1 of that calendar year. Employees requesting vacation time who have moved at their prerogative to a different work unit, and whose preference conflicts with another employee in that work unit, or those employees who have not filed their preference by January 31 or were not granted such request, shall be scheduled on the basis of the employee's preference and the operating needs of the Employer.

Section 7. Interrupted Service

Computation of vacation time of State employees who have interrupted continuous State service shall be determined as though all previous State service which qualified for earning of vacation benefits is continuous with present service.

ARTICLE XI
HOLIDAYS

Section 1. Authorized Holidays

MSP: Holidays are equivalent to 8 hours.

MCFR: Holidays are equivalent to 12 hours.

All employees shall accrue the amount of time above of holiday time, with full salary payment for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

General Election Day
(on which member of the House of Representatives are elected)

and any additional days proclaimed as holidays or non-working days by the Governor of the State of Illinois or by the President of the United States.

Section 2. Holiday during Vacation

When a holiday, as defined in Section 1, falls on an employee's regularly scheduled workday during the employee's vacation period, the employee will be charged with that holiday and retain such vacation time.

Section 3. Working Holidays

Employees called in to work on a holiday shall be given as much advanced notice as possible. Employees scheduled to work on a holiday shall not be charged time and sent home from work if it is their regularly scheduled work day.

Section 4. Cash Payment

In lieu of equivalent time off, as provided for in Section 5 below, an employee who works the actual holiday may choose to receive cash payment in lieu thereof. An employee who works the actual holiday may choose to receive time and one half cash payment, except an employee who works on only Labor Day, Christmas Day and/or Thanksgiving Day may choose to receive double time cash payment in lieu of time off.

Section 5. Equivalent Time Off

When a holiday falls on an employee's scheduled day off or an employee works on a holiday, equivalent time off shall be granted within the following 24 month period. It shall be granted on the day requested by the employee unless to do so would interfere with the Employer's operations. The employee must seek authorization to take the time off no less than ninety (90) days prior to the end of the 24 month period. If all attempts to schedule the time off are unsuccessful due to denial by the supervisor; cash will be paid in lieu thereof at the end of the 24 month period. However, if the employee fails to request the time off in accordance with the above, the Employer may schedule the time off prior to the end of the 24 month period.

Supervisors may grant accrued holiday time in increments of not less than one (1) hour.

Section 6. Holiday Pay

To be eligible for holiday pay, the employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless absence on either or both of these work days is for good cause and approved by the Employer.

Section 7. Holiday Observance

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 8. Payment upon Separation

Upon separation for any reason, the employee shall be paid for all accrued holiday compensatory time.

ARTICLE XII
HOURS OF WORK AND OVERTIME

Section 1. Definition

The workweek is defined as a regularly recurring period of 168 hours consisting of seven (7) consecutive 24-hour periods. Employee's normal workweek shall follow work schedule consistent with firefighter and police FLSA work schedules.

Section 2. Overtime

Hours worked by an employee in excess of established hours per work period will be compensated at one and one-half times the employee's straight time hourly rate. Overtime Compensation may be limited by leave benefit time taken during the pay period. Employees may elect to take overtime in cash budget permitting or time off. Employees must notify their supervisor of their selection by the end of the workweek in which the time was earned. Compensatory time off shall be taken at a time convenient to the employee and consistent with the operating needs of the Employer. Compensatory time not used by September 1 will be carried over or paid in cash at the discretion of the Employer. Employees may only carry up to 240 hours of compensatory time.

Section 3. Overtime Scheduling

Overtime shall be offered to employees who normally perform the work in the position classification in which the overtime is needed and shall be offered first to the most senior employee in the position classification on a rotating basis except that MSP's and MCFR's must complete the basic technical training schools to be eligible to work overtime.

An overtime ledger shall be maintained for each shift to include:

a. shift seniority list, by classification,
b. date personnel are asked if they will accept overtime,
c. initials of supervisor who offered overtime, and
d. date personnel are to work scheduled overtime.

When no employee volunteers to work the overtime, the Employer may require the first employee on the rotation to work the overtime.

If the Employer has reasonable advance notice of the necessity for a full shift overtime assignment, such overtime assignments shall be offered among all employees in the appropriate position classification within the appropriate work unit. If there is not reasonable advance notice and/or if the overtime is for a period of less than a full shift, such overtime assignment shall be offered to those employees already at work on that shift whose work schedule shall be extended by such assignment.

For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have had the opportunity to accept the hours assigned. Employees who are erroneously bypassed for an overtime opportunity shall be offered the next available overtime opportunity.

Section 4. Meal and Break Periods

a. Employees working a 48 hour FLSA weekly schedule shall receive two (2) meal periods of no more than one (1) hour during the workday.

b. Employees working a 48 hour FLSA weekly schedule shall receive a rest period of not less than eight (8) hours during the workday.

c. Employees working a 40 hours FLSA weekly schedule shall receive a meal period of not less than thirty (30) minutes during the workday.

d. Such meal/rest periods shall be granted unless prohibited by operational needs.

e. There will be no regularly scheduled break periods. However, when operations permit, employees may be released from their assigned duties for a period not to exceed fifteen (15) minutes during the first and second half of their shift.

Section 5. Limitations

This Article shall not be a construed as a guarantee or limitation on the number of hours per day or days per week.

Section 6. Work Schedules

The Employer will notify the Union of permanent changes in work schedules two weeks prior to their implementation and absent an emergency. Work schedules for purposes of training will be subject to the requirements of the training program.

Section 7. Call Back Pay

When employees are called back to work outside their regular schedule, the employee will be paid a minimum of two (2) hours pay at the appropriate rate. If the employee has been called back to take care of an emergency, the Employer shall not require the employee to work for the entire two (2) hour period by assigning the employee extra non-essential work.

Section 8. Supplementary Agreements

The parties shall reduce to writing what current scheduling practices prevail with respect to the length of the normal workweek, starting and quitting times, days off, shifts or the rotation thereof. Thereafter, where changes in schedules affecting bargaining unit employees are warranted by programmatic or operational need, the Employer shall notify the Union and, upon timely request, negotiate with it concerning such changes. Such negotiations shall be for ninety (90) days, after which either party may move the matter to arbitration. Changes for reasons other than programmatic or operational needs may be made by mutual agreement.

Section 9. Daylight Savings Time

Employees working during the shift when Daylight Savings Time changes to Standard Time will receive the appropriate rate of premium pay for the extra hour worked. However, when Standard Time changes to Daylight Savings Time, employees will be allowed to use accumulated benefit time, excluding sick leave, to cover the one (1) hour reduction in work time.

Section 10. Switching Shifts

The parties agree that employees may switch shifts with the prior approval of the shift supervisor(s) and provided there are no additional costs to the Employer in cash or time off. Such requests shall not be unreasonably denied. Disapproval shall not be subject to Article V (Grievance Procedure) Section 4 (Arbitration).

An MCFRI and MCFRII may trade shifts providing employees hold the certifications for the higher position.

Probationary employees are not allowed to switch shifts during the probationary period.

ARTICLE XIII
SENIORITY

Section 1. Definition

Seniority, for the purposes stated in this Agreement, shall consist of the length of service in title, with the Employer since his/her most recent date of hire/promotion, as a Military Security Police I or II or Military Crash Fire Rescue I or II. Most recent date of hire shall be defined as the employee's first day of service provided there is no break of service of four (4) days or more.

For the purpose of layoffs and the recall of personnel, seniority shall be the date of entry into the bargaining unit.

Section 2. Application

In all applications of seniority under this Agreement, the ability of the employee shall mean the qualifications and ability (including physical fitness) of an employee to perform the required work. Where ability and qualifications to perform the required work

are, among the employees concerned, relatively equal, seniority as defined above shall govern. Seniority ties will be broken in accordance with local practice.

Section 3. Shift Preference

Unless mutually agreed otherwise, during the month of January each calendar year, employees within a work location shall have an opportunity to exercise seniority for shift assignments within each work location. An employee shall be eligible to exercise seniority pursuant to this section for any starting time or quitting time that is different from the employee's current work schedule.

Section 4. Layoff

Layoff shall be by location. The least senior employee shall be laid off first. The Employer shall give twenty (20) working days notice of any layoff.

Section 5. Recall

The Employer shall maintain a recall list for two (2) years. The most senior laid off employee shall be recalled first. Employees shall be recalled first to the base from which they were laid off, however, where there are no employees on the recall list from a base where there is a vacancy, laid off employees from other bases shall have priority placement rights to those vacancies. Such placement does not preclude the requirements of membership in the appropriate military unit.

Section 6. Transfers

Employees may apply for transfer to vacancies at another air base. Such applications shall be given priority consideration.

ARTICLE XIV
LEAVES OF ABSENCE

Section 1. Leave for Personal Business

a. All employees, except those in part-time, hourly, per diem, emergency or temporary status, shall be permitted 24 personal leave hours off each calendar year with pay. Such personal business leave must be requested with reasonable advance notice and shall be granted consistent with the operating needs of the Employer. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of 4 hours for each two (2) months service for the calendar year in which hired. When an employee is claiming an emergency situation in regards to use of personal business leave, the Employer has the right to inquire as to the nature of the emergency and request proof if reasonable grounds exist to suspect abuse, or if an operational emergency exists.

b. Personnel leave may be taken in increments of two (2) hours. Supervisors, however, may grant personal leave time in smaller increments.

c. Personal leave shall not accumulate from calendar year to calendar year; nor shall any employee be entitled to payment for unused personal leave upon leaving the Employer.

Section 2. Sick Leave

a. All employees, except those in part-time, hourly, per diem, emergency or temporary status, shall accumulate sick leave at the rate of 8 hours for MSP I/II or 12 hours for MCFR I/II, for each month's service. Sick leave may be used for illness, disability, or injury of the employee, appointments with the doctor, dentist or other professional medical practitioner and no more than 240 hours in one calendar year in the event of serious illness, injury or death of a member of the employee's immediate family. For purpose of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children, or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Sick leave may also be used in the event of death of in-laws, grandparents, and grandchildren. Such leave may be used in increments of no less than one (1) hour at a time.

b. New employees will receive sick leave credit for their first month of employment upon its completion, and must therefore take as unpaid any day off in said month.

c. Requests for sick leave shall be made at least one (1) hour prior to the beginning of an employee's shift except in emergency situations. In the case of prescheduled visits, the employee shall request approval as soon as practicable after the employee becomes aware of the appointment. Where reasonable grounds exist to suspect abuse, the Employer shall advise the employee in writing, if possible, and then may require in advance where appropriate and/or the fact a written physician's statement or other reliable proof of the nature of disability and the period thereof, and shall have the right to verify such statement through examination of the employee or other consultation by a physician of its choice at its expense. An employee's failure to comply with these provisions may result in the employee's absence being charged to leave without pay, and may result in disciplinary action.

d. Employees shall be allowed to carry over from year to year of continuous service any unused sick leave.

e. Upon termination of employment for any reason, movement to another position in a State agency whose rules do not permit the transfer of sick leave, or an indeterminate layoff, an employee or the employee's estate is entitled to be paid at half rate for unused sick leave which was accrued on or after January 1, 1984 and prior to January 1, 1998, provided the employee is not employed in another position in State service that permits transfer of sick leave within four (4) calendar days of such termination.

1. For purposes of this Section, sick leave used by an employee shall be charged against his or her accumulated sick leave in the following order: first, sick leave accumulated before January 1, 1984; then sick leave accumulated on or after January 1, 1998; and finally, sick leave accumulated on or after January 1, 1984 but before January 1, 1998.

2. To determine the amount of sick leave to be paid upon termination of employment, the Employer will: (i) compute the amount of sick leave granted to the employee on and after January 1, 1984 and prior to January 1, 1998; (ii) compute the employee" leave balance at time of termination; and (iii) cause lump sum payment to be paid for one-half of the amount of (I) or (ii), whichever is the lesser amount.

Computing the hourly or daily salary rate for sick leave qualifying for lump sum payment shall be in accordance with current practice. Additionally, an employee who is re-employed, reinstated, or recalled from indeterminate layoff and who received lump sum payment in lieu of unused sick days will have such days restored provided the employee repays, upon return to active employment, the gross amount paid by the Employer for the number of hours to be so restored to the employee's sick leave account.

f. An employee with more than two (2) years continuous service, whose personnel records warrant it, may be advanced sick leave with pay for not more than 80 hours with the written approval of the supervisor and the Adjutant General. Such advances will be charged against sick leave accumulated later in subsequent service.

g. For periods of absence for more than three (3) consecutive work days (MSP) or two (2) consecutive shift days (MCFR), the employee shall provide verification for such absence in accordance with the provisions of this Article.

h. Management reserves the right to request a medical practitioner's statement and/or place an employee on proof status anytime there are reasonable grounds to suspect that an employee is not using sick time in an appropriate manner. Proof status is when an employee may be asked to provide a certified medical practitioner's statement explaining the employee's illness or injury and the reason for their absence. An employee must be served with written notice that he/she is being placed on proof status prior to the proof status going into effect. This notice shall include specific allegations of misuse, itemization of steps necessary to correct the behavior and an expiration date for the proof status if the corrective action is completed. An individual proof status shall not be any longer than six (6) months but may be renewed if there is no improvement. Any medical practitioner's statement must indicate specifically the days excused and that the employee was unable to work on those days for the reasons stated and physician's name, signature and date. If the employee fails to provide acceptable documentation then the employee may be subject to disciplinary measures.

When an employee has a chronic medical condition that necessitates occasional absences from work, he/she may file an FMLA request which specifically requests relief from proof status.

Section 3. Service Connected Injury and Illness

An employee, who suffers an on-the-job injury or who contracts a service connected disease, shall be allowed full pay during the first 24 work hours of absence without utilization of any accumulated sick leave or other benefits. Thereafter, the employee shall be permitted to utilize accumulated sick leave.

In the event such service connected injury or illness becomes the subject of an award by the Workers' Compensation Commission, the employee shall restore to the State the dollar equivalent which duplicates payments received as sick leave and the employee's sick leave account shall be credited with sick leave equivalents. An employee who suffers an on-the-job injury or who contracts a service connected disease shall not be required to utilize leave under Section 4 below.

Section 4. Illness or Injury Leave

a. An employee who is unable to perform a substantial portion of his/her regularly assigned duties due to temporary physical or mental disability shall, upon request, be granted a leave for the duration of such disability.

b. In granting such leave or use of sick leave as provided, the supervisor shall apply the following standards:

1. A substantial portion of regularly assigned duties shall be those duties or responsibilities normally performed by the employee which constitutes a significant portion of the employee's duties which constitute the differentiating factors which identify that particular position from the other positions, provided the balance of duties can be assigned by the supervisor.

2. A request for disability leave shall be in writing.

3. Except for service connected disability, the employee shall have exhausted available sick leave prior to being granted a disability leave; an employee may use other accrued paid time for this purpose but is not required to do so.

4. During a disability leave, the disabled employee shall provide written verification by a person licensed under the "Illinois Medical Practices Act" or under similar laws of Illinois or of another state or country or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means; such verification shall show the diagnosis, prognosis, and expected duration of the disability; such verification shall be made no less often than every 30 days during a period of disability, unless the nature of the disability precludes the need for such frequency of verification.

5. As soon as an employee becomes aware of an impending period of disability, he/she shall notify the appropriate supervisor of such disability and provide a written statement by the attending physician of the approximate date the employee will be unable to perform his/her regularly assigned duties.

6. If the Employer has reason to believe that the employee is unable or able to perform a substantial portion of his/her regularly scheduled duties, it may seek and rely upon the decision of an impartial physician chosen by agreement of the parties or in the absence of such agreement upon the decision of an impartial physician selected by the Adjutant General.

c. Failure of an employee to provide verification of continued disability upon reasonable request shall on due notice cause termination of such leave.

d. An employee's disability leave shall terminate when said employee is no longer temporarily disabled from performing his/her regularly assigned duties.

1. An employee is no longer temporarily disabled when he/she is able to perform his/her regularly assigned duties upon advise of the appropriate authority or, in the absence of such authority, the attending physician.

2. An employee is no longer temporarily disabled when he/she is found to be permanently disabled and unable to perform a substantial or significant portion of his/her regularly assigned duties by the appropriate authority, or in the absence of such authority, by the attending physician.

3. In determining whether to approve a requested discharge of an employee for failure to return from a disability leave or for physical inability to perform the duties of a position, the Adjutant General may seek and rely upon the advice of the State Employee's Retirement System or other appropriate authority.

e. An employee who returns from a disability leave of six months or less shall be returned by the Employer to the same or similar position in the same class in which the employee was incumbent at the time the leave commenced. An employee who returns from a disability leave exceeding six months, and there is no vacant position available in the same class held by the employee at the commencement of such leave, may be laid off in accordance with the standards on Voluntary Reduction and Layoff unless such leave resulted from service connected disability, in which case the employee shall be returned to employment as in Section (3) above.

Section 5. Attendance in Court

a. Any full time employee called for jury duty or subpoenaed by legislative, judicial or administrative tribunal, shall be allowed time away from work without loss of pay for such purposes. Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the Employer. An employee may elect to fulfill such a call or subpoena on vacation and/or personal time and retain the full amount received for such service.

b. Part time employees shall be allowed time off without pay for such purposes and shall be allowed to retain the reimbursement received therefore; except where the

individual is subpoenaed to testify in his/her capacity as an employee, in which event he/she be paid for said time and shall remit any witness fees or the like received as provided above.

c. MCFR provisions for court attendance as follows.

1. Military Crash, Fire, Rescue I/II employees assigned to a twenty-four (24) hour Kelly hours position and summoned to jury duty or subpoenaed by legislative, judicial or administrative tribunal shall provide to his/her Chief a copy of jury summons or subpoena as soon as practicable after receipt.

2. While under summons for jury duty or under subpoena the employee shall be placed on a twelve (12) hour shift for the regularly recurring period(s) of 168 hours which included the employee's normal workweek.

3. Employee shall call in prior to the start of each day on which he/she shall be performing jury service or responding to subpoena as described above.

4. The employee shall be kept on a twelve (12) hour shift for days not performing jury service or responding to subpoena during the regularly recurring 168 hour period(s) corresponding to the employee's normal workweek. The employee will maintain on this schedule until the next normal workweek which does not include being under jury summons or subpoena.

5. The Employee shall be compensated for 12 hours for each day the employee was held for jury service or responding under subpoena subject to maximum of forty-eight (48) hours at the straight time rate of pay per regularly recurring period of 168 hours which included the employee's normal work week.

Section 6. Leaves of Absence without Pay

With prior approval from the Adjutant General, the Air Commander may grant leaves of absence without pay for periods of thirty (30) days and extensions thereof not to exceed six (6) months.

Section 7. Employee Rights after Leave

When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same position classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

Section 8. Failure to Return from leave

Failure to return from leave of absence within five (5) days after the expiration thereof, may be cause for discharge.

Section 9. Military Leave

Military Leave should mirror the State law, should changes be made during the life of this agreement.

Section 10. Maternity/Paternity Leave

a. All employees who provide proof of their pregnancy or that of their female partner at least 30 days prior to the expected due date will be eligible for 10 weeks (MSP I/II - 50 work days/400 hours or MCFR I/II – 480 hours) of paid maternity/paternity leave for each pregnancy resulting in birth or multiple births. No employee will be allowed to take less than a full work week (consecutive work days). Regardless of the number of pregnancies in a year, no employee shall receive more than 10 weeks (50 work days/400 hours or MCFR I/II – 480 hours) of paid leave under this Section per year. The State shall require proof of the birth. In addition, non-married male employees may be required to provide proof of paternity such as a birth certificate or other appropriate documentation confirming paternity. Leaves under this Section shall be granted in cases of a full term still born child.

b. All bargaining unit members are eligible for ten (10) weeks (MSP I/II - 50 work days/400 hours or MCFR I/II – 480 hours) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been so notified of their right to adopt as long as the foster child has not resided in the home for more than three (3) years. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. No employee will be allowed to take less than a full work week (consecutive work days). Regardless of the number of adoptions in a year, no individual shall receive more than 10 weeks (MSP I/II - 50 work days/400 hours or MCFR I/II – 480 hours) of paid leave under this Section per year.

Maternity/Paternity leave is for the purpose of bonding with the new member of the household. Employees are not eligible for the above referenced leave in the event the adoption is for a step-child or relative with whom the employee has previously established residency for a period of one (1) year or more.

Section 11. Family Responsibility Leave and Family and Medical Leave Act

The Employer will pay its portion of employee's health and dental insurance for up to six (6) months while an employee is on a Family Responsibility leave consistent with

the Federal Family and Medical Leave Act of 1993. To qualify for this leave, an employee must have family responsibility involving newborn or adoptive child care or care for family members who are ill.

ARTICLE XV
PERSONNEL FILES

Section 1. Employee Review

Employees shall have the right to review their personnel file upon request. Reasonable requests to copy documents shall be honored. Employees shall have the right to respond, in writing, to specific documents in their personnel file. Upon request of the employee, a copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be given to the employee.

Section 2. Current Address

It is the obligation of each employee to provide the employer with his/her current address. The employer and/or employee's shall not release any employee's current address to non-work related sources without the employee's permission.

Section 3. Telephone Numbers

It is the obligation of each employee to provide the employer with his/her current phone number. The employer and/or employees shall not release any employee's current phone number to non-work related sources without the employee's permission.

ARTICLE XVI
HEALTH AND SAFETY

Section 1. Health and Safety

The Employer and the Union jointly recognize the importance of providing a healthy, safe and secure work environment. The Employer will ensure that all safety devices and procedures are up to current standards.

(a) Upon notification as to the existence of an unsafe or unhealthy working condition, the Employer shall attempt to correct it within a reasonable amount of time, utilizing existing budget funds. If no budget funds are available, the Employer shall attempt to secure the necessary funds to correct the condition by utilizing the base's Facility Utilization Board.

(b) When the Employer has reason to suspect that an employee may bring about a safety concern for the well being of self or other employees, the Employer may send the employee home and may require a fitness for duty examination or medical release upon return to work.

Section 2. State Health and Safety Program

The Employer shall provide a safe work environment consistent with the standards set by the applicable agencies.

Section 3. Damage to Personal Property

Where current agency practice so provides, the Employer shall reimburse employees for any losses of personal property incurred as a result of the performance of their official duties.

Section 4. Privacy

Subject to security requirements the Employer shall respect the privacy of an employee's personal belongings, unless such belongings are the subject of a lawful search conducted by the proper authority.

Section 5. Equipment and Clothing

Protective equipment and wearing apparel (uniforms and ballistic vests are exempt), as required by the Employer for the safety of employees, shall be provided and cleaned according to agreed upon standards at no cost to the employees.

The Employer will also endeavor to provide a secure place for storing protective equipment and wearing apparel.

ARTICLE XVII
EVALUATIONS

Section 1. Scope

Evaluations are a continuing process in which both employees and supervisors participate. Written evaluations shall be prepared at least at the mid-point and end of an employee's probationary period. In addition, the Employer shall prepare an evaluation at least annually thereafter.

Section 2. Preparation of Evaluation

Written evaluations shall be prepared by the employee's supervisor. The evaluation shall be discussed with the employee, and the employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. Such signature shall not constitute agreement with the evaluation. Employee's written comments shall become part of the written evaluation. Employees shall be given no more than five (5) working days to complete written comments. The evaluation shall be limited to the employee's performance of the duties assigned and factor related thereto.

Section 3. Peer Review

Peers may petition management to award a superior performance increase to a co-worker. Those so petitioning must sign such petition. The supervisor will take the petition into consideration but shall not be bound by it.

ARTICLE XVIII
JOB CLASSIFICATION AND DUTIES

Section 1. Military Exempt Status

As a condition of employment, all employees must meet current military exempt requirements as outlined in the military exempt position description (MIL EX 104).

If an employee is determined to be ineligible for continued National Guard membership for medical reasons, and the employee continues to otherwise meet the qualifications of his/her State Position description, and he/she has obtained a seven (7) level and fifteen years of service, the employee may request that the Wing Commander seek an exception to the foregoing through the Assistant Adjutant General for Air, in order to maintain his/her State Position. This request must be made no later than thirty (30) days after the final worldwide duty disqualification determination. Should such a request be denied, the employee may appeal the decision directly to The Adjutant General. The decision of The Adjutant General is final, and is not subject to Article V (Grievance Procedure). The employee shall maintain his/her State employment throughout the process.

Section 2. Maintenance of Standards

As a condition of employment, all retired IL ANG employees must continue to maintain minimum standards, i.e., physical fitness, medical, drug testing, training, dress and appearance, as required, to perform the duties of the position as outlined in the position description.

Section 3. Duties

Employees shall be required to perform duties that are reasonably within the scope of the duties enumerated in the job description and classification specifications.

Section 4. Maintenance of Illinois Driver's/Operator's License

a. Employees are required to possess a valid Illinois Driver's or Operator's License of the appropriate class. Employees shall immediately notify, in writing, his/her supervisor if his/her license becomes invalid, suspended, revoked or lost. Failure to report the above information shall be cause for disciplinary action up to and including discharge.

b. In all instances in which an employee's driver's or operator's license becomes invalid, the employee shall exercise one of the two options listed below.

1. The employee may opt to take an unpaid general leave of absence or use any other benefit time other than sick leave or shift trading for not greater than 90 calendar days from the date the license becomes invalid. If the employee obtains a license or permit to operate the appropriate class (es) of vehicle(s) during the 90-day period, he/she will be allowed to return to work on the earliest appropriate date after he/she has submitted the appropriate documentation to the Security Chief of Fire Chief,

whichever is applicable, indicating his/her vehicle operating privileges have been restored.

If this option is selected by the employee and he/she has not obtained a vehicle operator's license or acceptable operator's permit by a date fifteen (15) days prior to the end of his/her unpaid leave of absence, the employee shall be notified of his/her pre-termination meeting in writing by certified mail, return receipt requested, at the employee's last home address listed in the personnel file. The pre-termination meeting shall be scheduled ten (10) days prior to the 90th day of the employee's leave.

The employee shall be discharged effective the day after the leave of absence expires.

2. The Employee may opt to terminate his/her employment through resignation with no prejudice.

ARTICLE XIX
TRAINING

Section 1. Policy

a. The Employer and the Union recognize the need for the training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. In recognition of such principle the Employer shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in such employees work assignments and periodic changes therein, including where available and relevant to such work, procedural manuals. The Employer hereby subscribes to the principles of career ladders and promotions within its organization.

b. Agency practices of allowing employees who hold a position description required professional certificate to attend continuing education courses or seminars, without loss of pay, to maintain such certificates shall continue. The approval of these requests shall remain at the discretion of the Employer.

c. Any Employer directed training beyond an employee's military training requirements shall be without loss of pay. Training shall be adequate to perform assigned duties.

Section 2. Training Information

The Employer reserves the right to establish a file for training purposes. The employee shall be given notice of such file and shall have the right to review the contents, subject to reasonable advance notice.

Section 3. **Employee Requested Training**
The parties agree that employees may submit to the Employer requests for reimbursement for costs of and/or leave with/without pay for the purpose of additional training. Such requests shall be submitted prior to the training. The Employer shall consider each request and provide a determination to the employee prior to the date of said training. The decision of the Employer is final and is not subject to Article V (Grievance Procedure) Section 4 (Arbitration).

ARTICLE XX
SUBCONTRACTING

Section 1. Policy
The Employer reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy or other related factors.

Section 2. Application
The Employer agrees that upon formal consideration to subcontract work performed by bargaining unit employees which would affect the job security or classification status of such employees, it shall:

a. provide reasonable advance notice, in writing, to the Union; and

b. meet with the Union prior to making a decision to contract for the purpose of discussing the reasons for its proposal. During this discussion, the Union will be granted reasonable requested opportunities to meet with the Employer.

Section 3. Successors
Prior to the subcontracting work, the Employer will make a reasonable effort with the contractor to ensure that employees subject to layoff because of subcontracting secure employment with the contractor. The Employer, the Union, and the proposed subcontractor shall meet to discuss the employment of employees subject to layoff.

ARTICLE XXI
TEMPORARY ASSIGNMENTS

Section 1. Temporary Assignment
The Employer may temporarily assign an employee to perform the duties of another position classification. To be eligible for temporary assignment pay, an MSP employee must be directed to perform duties or the duty which distinguish the higher level position classification and/or be held accountable for the responsibility of a higher level position classification for a period in excess of thirty days. To be eligible for temporary assignment pay, an MCFR employee must be directed to perform duties or the duty which distinguish the higher level position classification and/or be held accountable for the responsibility of a higher level position for a period of two full shifts or more. The mere

absence of an employee does not automatically entitle another employee to temporary assignment pay.

Section 2. Payment

An employee temporarily assigned to a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her permanent position pursuant to Section 1 above, the employee shall be paid as if he/she had received a promotion into such higher pay grade.

ARTICLE XXII
MISCELLANEOUS

Section 1. Supplemental Agreements

All supplemental agreements or memoranda of understanding, or other agreements shall be considered tentative agreements until approved by the Director of State Personnel and the Union. No supplementary agreement or memoranda of understanding may be entered into that conflict with the Agreement without the approval of the Director of State Personnel and the Union.

Section 2. Chain of Command

The Employer is required to identify and provide to the Union a listing of the chain of command and supervisors. Any changes to this listing or deviations shall be provided in writing to the Union.

Section 3. Sick Leave Bank

Employees will have access to and will be able to participate in the Department's Sick Leave Bank.

Section 4. Fitness for Duty

When the Employer has requested a fitness for duty evaluation which determines the employee is unfit for duty and the employee's physician certifies the employee is fit for duty, the Employer may rely upon the decision of an impartial physician (selected from a list compiled by the State Employees Retirement System), as to the employee's fitness for duty. Such examination shall be paid for by the Employer.

Section 5. Medical Examination

When the Employer requires an employee to submit to an examination by a physician designated by the Employer, the Employer shall pay the cost of such examination, which shall be conducted during the working hours without loss of pay, unless the employee schedules the exam during non-working hours.

ARTICLE XXIII
WAGES

Section 1. Pay Schedule

a. The pay rates for Military Security Police I/II and the pay rates for Military Crash, Fire, Rescue I/II are in accordance with Appendix A of the contract.

Section 2. Department of Military Affairs Service Pay

a. On 1 October 2010, the pay rates for bargaining unit classifications shall be increased for those who attain twelve (12) years of continuous service by $25.00 per month.

b. On 1 October 2010, the pay rates for bargaining unit classifications shall be increased for those who attain seventeen (17) years of continuous service by an additional $25.00 per month.

c. On 1 October 2010, the pay rates for bargaining unit classifications shall be increased for those who attain twenty-two (22) years of continuous service by an additional $25.00 per month.

d. On 1 October 2013, the pay rates for bargaining unit classifications shall be increased for those who attain eleven (11) years of continuous service by $25.00 per month.

e. On 1 October 2013, the pay rates for bargaining unit classifications shall be increased for those who attain sixteen (16) years of continuous service by an additional $25.00 per month.

f. On 1 October 2013, the pay rates for bargaining unit classifications shall be increased for those who attain twenty-one (21) years of continuous service by an additional $25.00 per month.

g. Effective June 30, 2019, and paid upon ratification of the Agreement, provided that ratification occurs prior to August 15, 2019, all bargaining unit employees shall receive a one (1) time stipend of $2,500 prorated by 25% for each year the employee was employed from July 1, 2015 through June 30, 2019.

h. All MCFR I's and MCFR II's on steps 1c, 1b, or 1a as of July 1, 2019 shall be placed on step 1 of the appropriate MCFR I or MCFR II pay scale.

i. All MCFR I's and MCFR II's on step 1 as of July 1, 2019 shall be placed on step 2 of the appropriate MCFR I or MCFR II pay scale.

Section 3. Promotions

When an employee is promoted, he/she shall be paid at the lowest step rate in the new position classification which represents at least a full step increase in his/her former classification. If a promoted employee's creditable service date is within 90 days

of the effective date of promotion, the Employer shall also include the projected service increase in the computation of the promotional salary increase.

Section 4. Shift Differential

Military Security Police I/II shall receive $.80 per hour shift differential for all hours in a normal work schedule for that day provided they are scheduled to work and they work half or more of such hours before 0700 or after 1500. (7:00 a.m. and 3:00 p.m.)

Section 5. Step Movement

Step movement for MCFR I/II to Step 1 through Step 8, and for MSP I/II to step 1c through Step 10 shall occur annually upon satisfactory performance except that movement to Step 2 is contingent upon satisfactory completion of the required military school. Withholding such step may be subject to the contractual grievance procedure.

Section 6. Direct Deposit

Effective October 1, 2004, all paychecks will be delivered via direct deposit. Employees may request a temporary exemption from Direct Deposit not to exceed 6 months.

ARTICLE XXIV
HEALTH INSURANCE AND PENSIONS

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of (a) the Group Insurance Health and Life Plan applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 (Public Act 77-476) and as amended or superseded.

Military Crash, Fire, Rescue I/II personnel will make the following contributions to the pension system: 12.5% of compensation effective 1 April 2006.

Military Security Police I/II will make the following contributions to the pension system: 8% of compensation effective 1 April 2006.

ARTICLE XXV
NO STRIKE OR LOCKOUT

Section 1. No Strike

During the term of this Agreement there shall be no strikes, work stoppages or slow downs. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

Section 2. Employer/Employee Rights

The Employer has the right to discipline, up to and including discharge, its employees for violating the provisions of the Article.

Section 3. No Lockout

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

ARTICLE XXVI
WAIVER OR ADDITIONAL BARGAINING

The parties hereby acknowledge that the terms and conditions included in this Agreement represents the full and complete understanding between the parties. The Employer and the Union, for the life of this Agreement, each waives any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this Agreement was negotiated or signed and that any bargaining will be limited to a successor Agreement, except as otherwise provided or that with the written mutual consent of both parties, such matters maybe discussed and the Agreement modified. Benefits not otherwise covered by this Agreement may not be reduced.

ARTICLE XXVII
PARTIAL INVALIDITY

Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions. The parties recognize that the provisions of this contract cannot supersede law.

ARTICLE XXVIII
TERMINATION

This Agreement shall be effective 1 July 2015 and shall continue in full force and effect until 30 June 2023, and thereafter from year to year, unless not more than 180 days, but not less than 90 days prior to 30 June, either party gives written notice to the other of its intention to amend or terminate this Agreement. Upon termination, all obligations are automatically canceled except that the provisions of the Grievance Procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievance presented prior to the termination of the Agreement.

Department of Military Affairs	Local 73 SEIU
26 Jul 19	7/16/19
Date	Date

Appendix A

A. Effective July 1, 2019 the following pay scale will be implemented:

	MCFR 1		MCFR II	
Step	MONTHLY	ANNUAL	MONTHLY	ANNUAL
1	$3,409	$40,908	$3,755	$45,060
2	$3,676	$44,112	$4,027	$48,324
3	$4,054	$48,648	$4,446	$53,352
4	$4,239	$50,868	$4,650	$55,800
5	$4,621	$55,452	$5,065	$60,780
6	$4,809	$57,708	$5,276	$63,312
7	$5,001	$60,012	$5,479	$65,748
8	$5,236	$62,832	$5,748	$68,976

Rates of Pay RC-089
Effective July 1, 2019 - 0%

Steps

Title		1	2	3	4	5	6	7	8
MCFR I	RC-089	3409	3676	4054	4239	4621	4809	5001	5236
MCFR II	RC-089	3755	4027	4446	4650	5065	5276	5479	5748

Rates of Pay RC-089
Effective January 1, 2020 - 1.5%

Steps

Title		1	2	3	4	5	6	7	8
MCFR I	RC-089	3460	3731	4115	4303	4690	4881	5076	5315
MCFR II	RC-089	3811	4087	4513	4720	5141	5355	5561	5834

Rates of Pay RC-089
Effective July 1, 2020 - 2.1%

Steps

Title		1	2	3	4	5	6	7	8
MCFR I	RC-089	3533	3809	4201	4393	4788	4984	5183	5427
MCFR II	RC-089	3891	4173	4608	4819	5249	5467	5678	5957

Rates of Pay RC-089
Effective July 1, 2021 – 3.95% Steps

Title		1	2	3	4	5	6	7	8
MCFR I	RC-089	3673	3959	4367	4567	4977	5181	5388	5641
MCFR II	RC-089	4045	4338	4790	5009	5456	5683	5902	6192

Rates of Pay RC-089
Effective July 1, 2022 – 3.95% Steps

Title		1	2	3	4	5	6	7	8
MCFR I	RC-089	3818	4115	4539	4747	5174	5386	5601	5864
MCFR II	RC-089	4205	4509	4979	5207	5672	5907	6135	6437

Effective July 1, 2019 the following pay scale will be implemented:

Appendix A

Step	MSP I		MSP II	
1c	2949	35,388	3329	39,948
1b	3047	36,564	3439	41,268
1a	3144	37,728	3548	42,576
1	3241	38,892	3658	43,896
2	3453	41,436	3868	46,416
3	3629	43,548	4064	48,768
4	3809	45,708	4263	51,156
5	3982	47,784	4455	53,460
6	4158	49,896	4649	55,788
7	4341	52,092	4848	58,176
8	4517	54,204	5042	60,504
9	4697	56,364	5240	62,880
10	4920	59,040	5487	65,844

Rates of Pay RC-089
Effective July 1, 2019 – 0.0%

Title	1c	1b	1a	1	2	3	4	5	6	7	8	9	10
MSP I	2949	3047	3144	3241	3453	3629	3809	3982	4158	4341	4517	4697	4920
MSP II	3329	3439	3548	3658	3868	4064	4263	4455	4649	4848	5042	5240	5487

Rates of Pay RC-089
Effective July 1, 2020 - 1.0%

Title	1c	1b	1a	1	2	3	4	5	6	7	8	9	10
MSP I	2978	3077	3175	3273	3488	3665	3847	4022	4200	4384	4562	4744	4969
MSP II	3362	3473	3583	3695	3907	4105	4306	4500	4695	4896	5092	5292	5542

Rates of Pay RC-089
Effective July 1, 2021 - 2.0%

Title	1c	1b	1a	1	2	3	4	5	6	7	8	9	10
MSP I	3038	3139	3239	3339	3557	3739	3924	4102	4284	4472	4653	4839	5069
MSP II	3430	3543	3655	3768	3985	4187	4392	4590	4789	4994	5194	5398	5653

Rates of Pay RC-089
Effective July 1, 2022 - 2.0%

Title	1c	1b	1a	1	2	3	4	5	6	7	8	9	10
MSP I	3099	3202	3304	3406	3628	3813	4003	4184	4369	4562	4746	4936	5170
MSP II	3498	3614	3728	3844	4065	4270	4480	4681	4885	5094	5298	5506	5766

Appendix B

UNIFORMS

A. **Active IL ANG Members**

All active IL ANG members shall wear currently approved U.S. Airforce uniform as the daily uniform. On occasion, proper military dress may be required at the direction of the employer.

For MCFR I/II employees only, employees will wear an alternate uniform as set forth by regulation and/or the discretion of the Employer. Accoutrements to this uniform will be at the sole discretion of the Employer.

B. **Retired IL ANG Members**

Retired IL ANG members will wear an alternate uniform as set forth by regulation and/or the discretion of the Employer. The Employer will purchase this alternate uniform. Accoutrements to this uniform will be at the sole discretion of the Employer.

MEMORANDUM OF UNDERSTANDING
WORK SCHEDULES

1. Military Security Police I/II Schedules

Wing Compressed Scheduled

Two week 80 hour work cycle; Employees work eight (8) scheduled nine (9) hour duty days and one (1) scheduled eight (8) hour duty day for a total of nine (9) scheduled duty days.

Supervisors will regularly schedule, in advance, the employees eight (8) hour duty day within the approved two week work cycle. In the event an employee cannot be released on their scheduled eight hour duty day, due to operational constraints, the employee will receive equivalent compensatory time.

2. Military Crash, Fire, Rescue I/II Schedules

   a. The parties agree to a 21-day FLSA schedule for both bases (48 hour week). Additionally, the parties agree that Peoria will go from a twelve (12) hour Kelly hours to a twenty-four (24) hour Kelly hours.

3. Employees may request to use their Kelly Day on a holiday provided for in the agreement and will be granted subject to the employer's operational needs.

Department of Military Affairs	Local 73, SEIU
26 Jul 2019	7/16/2019
Date	Date

MEMORANDUM OF UNDERSTANDING
Light Duty

Bargaining Unit employees may request a light duty assignment after receiving a work related injury or illness. The Employer shall retain the discretion to approve or deny such request.

Denial of a light duty assignment request may only be appealed to the Air Wing Commander or his/her designee, for final decision.

Each approved light duty request shall be subject to review, after every thirty (30) days, to determine continued availability of the assignment and medical need for light duty. Light duty assignments shall not exceed sixty (60) days, unless approved by the Employer. The Employer may limit light duty assignments to no more than one assignment per shift.

Department of Military Affairs	Local 73, SEIU
26 Jul 14	7/16/2015
Date	Date

Side Letter
Military Security Police

The State Employee Retirement System, pursuant to the January 10, 2006 letter from the Attorney General, has determined that the classifications of Military Security Police (I, II) meet the definition of policemen which will exempt the employees in these classifications from Social Security coverage pursuant to section 218(d) (5) (A) and 218 (d) (8) (D) of the Social Security Act, as provided in section 21-107 of the Pension Code.

Should the Union determine to pursue inclusion of these employees in the Alternative Retirement formula through a change in the governing legislation the Departments of Military Affairs and Central Management Services will not oppose the efforts of the union.

Department of Military Affairs	Local 73, SEIU
26 Jul 19	7/26/19
Date	Date

Side Letter
Health Insurance

The parties understand the Union may exercise its right to submit proposals regarding changes in the State's health insurance premiums during negotiations of successor collective bargaining agreements.

Department of Military Affairs

26 Jul 19
Date

Local 73, SEIU

7/16/2019
Date

Department of Central Management Services

8-9-19
Date

Side Letter
Union Membership

The parties recognize that there is a distinction between dues authorization and union membership and recognize that there is no impediment to an employee's right to resign union membership at any time.

Department of Military Affairs

Local 73, SEIU

26 Jul 19
Date

Date

Department of Central Management Services

8-9-19
Date

Side Letter
Military Security Police

The State Employee Retirement System, pursuant to the January 10, 2006 letter from the Attorney General, has determined that the classifications of Military Security Police (I, II) meet the definition of policemen which will exempt the employees in these classifications from Social Security coverage pursuant to section 218(d) (5) (A) and 218 (d) (8) (D) of the Social Security Act, as provided in section 21-107 of the Pension Code.

Should the Union determine to pursue inclusion of these employees in the Alternative Retirement formula through a change in the governing legislation the Departments of Military Affairs and Central Management Services will not oppose the efforts of the union.

Department of Military Affairs	Local 73, SEIU
26 Jul 19	7/26/19
Date	Date

CONTRACT SIGNING ATTENDEES 7/26/2019

MANAGEMENT	UNION
[illegible]	Karen Kershaw DeSilva
Janice M. Estes	
BG Richard R. Neely	
[illegible]	
[illegible]	