

# Agreement

between the

**American Federation of Government Employees**

**Local 200**

**AFL-CIO**

and the

**Federal Aviation Administration**

**U.S. Department of Transportation**

**Month DD, YYYY**

**AFGE  
LOCAL 200**



**FAA Technical Center, NJ**



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## **ARTICLE 1: PREAMBLE AND PURPOSE**

In accordance with provisions of the Civil Service Reform Act of 1978, this Agreement is made between the Federal Aviation Administration, Department of Transportation at the William J. Hughes Technical Center, Atlantic City, New Jersey, hereinafter referred to as the "Employer", and the American Federation of Government Employees, Local 200, hereinafter referred to as the "Union". It is the intent and purpose of the parties to promote and improve the efficiency of mission operations and the well being of Bargaining Unit Employees (BUEs).

## **ARTICLE 2: EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT**

**SECTION 1.** The Employer hereby recognizes that the Union is the exclusive representative of all Employees in the bargaining unit as defined in Section 2 of this Article. The Union hereby recognizes the responsibility of representing the interest of all such employees without discrimination.

**SECTION 2.** The unit of exclusive recognition to which this agreement applies is as defined in the FLRA Certification regarding AFGE Local 200. Excluded are all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7113 (b), (2), (3), (4), (6) and (7).

**SECTION 3.** For the purposes of this article, the reference to professional employees refers solely to the definition of “professional employee” under 5 USC 7103(15).

## ARTICLE 3: EMPLOYER RIGHTS

**SECTION 1.** The Employer retains all mandatory and discretionary rights reserved to the Employer as set forth in 5 U.S.C. 7106

7106. Management rights

(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency -

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

(2) in accordance with applicable laws -

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

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

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

(i) among properly ranked and certified candidates for promotions; or

(ii) any other appropriate source; and

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

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating -

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise any authority under this section by such management officials.

## **ARTICLE 4: EMPLOYEE and UNION RIGHTS and RESPONSIBILITIES**

**SECTION 1.** Employees have the right to bring work-related matters to the attention of their immediate manager, individually, collectively or through the Union.

**SECTION 2.** In accordance with 5 USC 71, Bargaining Unit Employees (BUEs) will have the right to form, join or assist their labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each bargaining unit employee will be protected in the exercise of such right. Except as otherwise provided under this article, such right includes the right to act for their labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment through representatives chosen by BUEs.

### **SECTION 3.**

A. The Union will be given the opportunity to represent any bargaining unit employee at:

1. Any formal discussion between one or more representative of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or,
2. Any examination of any employee in the unit by a representative of the Employer in connection with an investigation if;
  - a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and,
  - b. The employee requests representation.

B. Prior to the commencement of an examination relating to an investigation, the employee will be informed of the purpose of the examination, and made aware of any evidence that will be presented and reviewed in its support.

**SECTION 4.** Upon request of the employee, a representative of the Union shall have reasonable opportunity to be present at any examination of an employee in connection with an investigation where the employee reasonably feels discipline may result. When an employee exercises this right and a representative of the Union is not immediately available, the examination will be delayed, to permit the presence of a Union representative.

**SECTION 5.** If an employee desires consultation with a Union representative during working hours, he or she will request approval from their immediate manager prior to leaving the work-site. The manager will grant reasonable requests for temporary absences for this purpose at such times and for such a period of time as the employee can be excused. If this departure would create immediate problems, the manager will inform the employee of the earliest time that they would be free to leave for their consultation, but in no case, more than 24 hours. When a manager denies a request after 24 hours have elapsed, they will put their reasons in writing.

**SECTION 6.** The Employer, whenever possible, will ask law enforcement personnel to serve all warrants and subpoenas in private and without the knowledge of other employees.

**SECTION 7.** In the administration of this Agreement, all BUEs will be treated in a fair and equitable manner.

**SECTION 8.** BUEs will:

- A. Perform their assigned duties,
- B. Comply with applicable standards of conduct as prescribed by the office of government ethics,
- C. Cooperate with and strive to maintain a good working relationship with their managers and fellow employees,
- D. Cooperate with programs designed to improve work methods and conditions.

## **ARTICLE 5: REPRESENTATION**

**SECTION 1.** During meetings between the Employer and the Union, the Union will be afforded representatives in equal numbers. Such meetings shall be held at mutually agreeable times. At any meeting called by the Manager or a designee, the Union participant(s) shall be on official time if otherwise in a duty status.

## **ARTICLE 6: SENIORITY**

**SECTION 1.** The Union will establish and maintain a seniority roster based upon the last Entry-On-Duty (EOD) in the bargaining unit organizations. If the bargaining unit organization date is identical, then the employee's Service Computation Date (SCD) will be used. If Bargaining Unit Employees (BUEs) transfer within units represented by AFGE Local 200, the employee will maintain their original EOD.

## ARTICLE 7: HOURS OF WORK

**SECTION 1.** The establishment and modification of workweeks, tours of duty, and work schedules will be in accordance with Employer policy (to include, but not be limited to: Human resources Policy Manual (HRPM) [LWS-8.14, Work Schedules and Hours of Duty](#) and [LWS-8.15, Alternative Work Schedules](#)) and this agreement.

**SECTION 2.** Per HRPM 8.15, Alternative Work Schedules, paragraph 10: Managers will make decisions to exclude or limit participation of an employee or an organization based on sound business reasons. Decisions to exclude or limit participation must be consistent and applied equitably. Managers must ensure that employees are informed of the reason, in writing, for exclusion, limitation, or change.

**SECTION 3.** Upon supervisory approval, employees may work and earn credit hours in excess of an employee's basic work requirement in accordance with [HRPM LWS-8.15 – Alternative Work Schedules](#)

**SECTION 4.** It is agreed that the Employer may exclude groups of Bargaining Unit Employees (BUEs) from participating in AWS due to the nature of the employee's work, staffing levels, customer service, or operational requirements. However, the Employer will notify the Union concerning such exclusions and the Union may request negotiations concerning AWS for these employees.

**SECTION 5.** Employees will be provided with a one (1) pay period notice when Managers need to temporarily change an employee's AWS schedule or shift outside of their normal scheduled hours unless the purposes are for official travel, training, or field support operational requirements.

**SECTION 6.** A grace period of up to fifteen (15) minutes after the employee's designated starting time is considered acceptable so long as the employee completes his/her scheduled number of hours for the workday.

## ARTICLE 8: ABSENCE AND LEAVE

**SECTION 1.** Absence without leave (AWOL) is an absence from duty, which is not authorized.

**SECTION 2 - ADVANCED SICK LEAVE.** In cases of serious disability or illness and upon request, reasonable attempts will be made to afford an employee advanced sick leave, up to a maximum of thirty (30) calendar days, where it is reasonably certain that the employee will remain in government service for a sufficient time to repay the advanced leave. The employee may apply for the Leave Transfer Program as an option to advanced sick leave, if applicable. Such requests will be considered in accordance with criteria set forth in existing Employer regulations.

**SECTION 3 - SICK LEAVE.** Sick leave shall be earned and administered in accordance with applicable laws and governing rules and regulations.

- A. Employees requesting sick leaves or leave without pay based on illness or injury must furnish a medical certification for absences of more than three work days. If a physician or practitioner was not consulted, a signed F-171 from the employee giving the facts about the absence, the treatment used, and reason for not having a physician may be accepted as supporting evidence by the supervisor.
- B. Sick leave shall be requested in advance for all pre-scheduled medical, dental or optical examinations.
- C. If a supervisor suspects an employee is abusing sick leave, he/she will give the employee an opportunity to discuss the issue prior to initiating leave restrictions. The determination that sick leave abuse exists will be made after review of all pertinent records. The supervisor will provide the employee a written sick leave restriction, which will remain in effect for up to six months. The supervisor may review and/or remove the restriction prior to the expiration of the six months.
- D. The number of hours of sick leave used will not, in and of itself, constitute just and sufficient cause for sick leave counseling.
- E. Sick leave usage, which is not the subject of counseling, will not be a factor for promotion, discipline, or other personnel action.

## **SECTION 4 - ANNUAL LEAVE**

- A. Annual leave shall be accrued and administered for all employees in accordance with applicable laws, rules and regulations. The Employer and the Union agree that the employee should schedule annual leave so as to avoid leave forfeiture.
- B. In scheduling leave, due consideration will be given to the employee's wishes, consistent with requirements for mission accomplishment. Supervisors shall not refuse to schedule leave when this would result in leave being forfeited unless the granting of such leave will impair the accomplishment of the mission. Supervisors will explain the necessity for cancellation of any leave which has been previously approved. Denial of use of annual leave will be based upon factors which are reasonable, equitable and which do not unfairly discriminate against any employee or group of employees.
- C. When there is a conflict in annual leave requests, which cannot be resolved through discussion with the affected employees, such a conflict will be resolved on the basis of the following considerations, which are listed in priority order:
  - a. Timely submission of requests for annual leave
  - b. Seniority
- D. **Unscheduled Annual Leave**
  - a. Requests for unscheduled annual leave in excess of five working days will be submitted in writing to the leave-approving supervisor who will act upon such a request within two working days.
  - b. In the event of a death in the immediate family: parent(s), sister(s) brother(s), spouse, child/step child, sister(s)-in-law, brother(s)-in-law, grandchild, mother-in-law, father-in-law, son(s) in-law, daughter(s)-in-law, and grandparent(s) any employee covered by this agreement will be granted leave of up to ten consecutive days. Annual leave for this circumstance will take priority over any other covered in this article. If the employee has no annual leave or insufficient leave to his or her credit, the approving authority may advance leave to the employee holding permanent status to cover the above periods. Employee may use sick leave in the place of annual leave if the employee is mentally or physically incapacitated for work.

**SECTION 5 - LEAVE WITHOUT PAY.** Employee may be granted leave without pay at their request when approved by the Employer. It may be granted whether or not the employee has annual or sick leave to their credit. Extended leave without pay may be approved for such purposes as education, which would be beneficial to the Employer, recovery from illness or disability, or protection of employee status and benefits pending action on claims for disability retirement or injury compensation.

**SECTION 6 - MATERNITY LEAVE.** Any absence for maternity reasons is chargeable to sick leave, annual leave, and/or leave without pay. An employee may use sick leave to the extent available when she is actually unable to perform the duties of her job as a result of pregnancy. An employee may take additional time off either before or after the birth of her baby, requesting annual leave just as she would request annual leave for any personal reason. If the employee does not have enough annual leave to take care of the additional time off that she wants to take she may request leave without pay.

**SECTION 7 - PATERNITY LEAVE.** A male employee may take leave in accordance with applicable laws and regulations for the purpose of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons.

**SECTION 8 - FAMILY MEDICAL LEAVE ACT.** The Employer agrees to grant appropriate requests for leave under the Family Medical Leave ACT (FMLA), when requested by the employee.

**SECTION 9 - EMERGENCY VOLUNTEER SERVICE**

- A. Employees who participate in community emergency volunteer services must inform their supervisor of their outside activities. Employees involved in fire fighting, emergency/rescue, as an emergency medical technician, or perform search and protective work during non-duty hours, and it affects the employee's scheduled hours of work, may be excused without charge to leave during duty hours based on the specific circumstances of the emergency and workload requirements. Excused absences will not be unreasonably denied.
- B. The employee will submit documentation of services to the supervisor upon returning to their next duty day.

**SECTION 10 - MILITARY LEAVE.** Employees will be entitled to military leave in accordance with applicable laws and regulations.

## **SECTION 11 - EXCUSED ABSENCES**

- A. An excused absence is an absence from duty administratively authorized without loss of pay and without charge of leave.
- B. Excused absences are authorized on an individual basis, except where, within the discretion of the William J. Hughes Technical Center Director, all or part of the installation is closed due to interruption of normal operations caused by event beyond the control of management or employees.
- C. Excused absences without charge to leave or loss of pay are authorized for employees in the following situations:
  - a. Summoned to perform jury duty;
  - b. Summoned to appear as a witness in a judicial proceeding on behalf of a State or Local Government. The employee may not be required to return to duty if his place of employment is not located in the same local commuting area as the court;
  - c. Employees will be excused from duty to appear before an appeals board;
  - d. Absence because of illness resulting from administratively required vaccinations or immunization will be excused provided the administering medical officer certifies to the necessity for such absence;
  - e. When an employee is sent for medical and x-ray examinations to determine an employee's physical fitness for federal service, may be excused for up to one full day. Employees will also be excused for physical examinations conducted when an employee is in normal duty status, for enlistment or introduction into the armed forces, when a request is supported by official notice from military authorities;
  - f. When an employee's voting place is beyond normal commuting distance or where the polls are not open at least three hours either before or after an employee's regular hours of work, and vote by absentee ballot is not permitted, he or she may be granted an amount of excused absence which will permit them to report for work three hours after polls open or leave work three hours before polls close, whichever requires the lesser amount of time off.

**SECTION 12 – BEREAVEMENT LEAVE.** Bereavement leave for Union employees will be administered by HRPM Volume 8, "Leave and Work Schedules" LWS- 8.2 version effective 25 APR 2011.

## ARTICLE 9: OVERTIME

**SECTION 1.** Those hours worked outside the tour of duty/basic work hours will be compensated for and administered in accordance with Agency policy and this Agreement.

**SECTION 2.** Overtime will be assigned fairly and equitably among qualified Bargaining Unit Employees (BUEs). Overtime shall not be distributed or withheld as a reward or penalty.

**SECTION 3.** Bargaining unit employees shall receive base pay plus one-half of their regular rate for authorized overtime for:

- a. Work performed, outside of assigned shift, to restore operational sites to their established full operational configuration and functional capabilities.
- b. Work performed at operational sites, outside of assigned on-site shift, directly related to the installation of modifications.

**SECTION 4.** Bargaining unit employees shall receive base pay plus one-half of their regular rate for authorized overtime for travel to restore operational sites to their established full operational configuration and capabilities. All other authorized overtime for travel will be compensated for and administered in accordance with Agency policy.

**SECTION 5.** When an employee is called in, to duty station, to perform unscheduled overtime work, which is not continuous with his/her shift, the employee shall be paid a minimum of two (2) hours of overtime, regardless of the time actually worked.

**SECTION 6.** At the direction of the Agency, an employee called during non-duty hours to provide technical assistance to an on-duty employee shall be compensated for a minimum of thirty (30) minutes of overtime for each separate occurrence.

## **ARTICLE 10: FIELD SUPPORT ACTIVITIES**

**SECTION 1.** The Employer will establish and maintain a rotating field support call back list on a monthly basis. When field support is required, the field personnel will contact the help desk. The help desk will use the rotating call back list to contact the next available field support person to respond to the call.

## **ARTICLE 11: FACILITIES AND SERVICES**

**SECTION 1.** The Employer agrees to provide the Union with government owned office space. The Employer agrees to provide the Union with office furniture and a fax machine. The office shall include all utilities, two telephone lines, one with voice mail and a telephone. Both telephone lines shall have access to the government phone system. The Employer will allow Union officials/steward use of the government phone system for official labor relations. The Employer will provide reasonable advance notice before requiring the Union to relocate. In the event that the Union is required to vacate its existing space, the Employer will provide enclosed office space if more than 10% of its first level managers have enclosed office space. Otherwise the Union will be provided the same type and space as a first level manager. All relocation expenses will be the responsibility of the Employer and every effort will be made to provide minimum disruption to Union operations, including the use of temporary facilities. When available and in accordance with the William J. Hughes Technical Center Guidelines, the Union may have access to the Technical Center auditorium or conference rooms for meetings that will accommodate Local meetings.

The Employer agrees to provide the Union with a functional computer and printer capable of running the same general office software used by the Employer. The computer will have the capability to send and receive data and faxes. The Employer agrees to furnish the Union with a LAN, electronic mail, Intranet and Internet connection. The Employer agrees to permit the Union to use existing office equipment for official Union/Management relations.

Employer furnished equipment will remain the property of the Employer and will be maintained by the Employer. The Parties agree to observe all regulations pertaining to the care, use, and security of the equipment. No Employer furnished equipment will be removed from the facility without the permission of the Employer. The Parties agree to observe the regulatory restrictions imposed on the personal use of government mail and equipment.

**SECTION 2.** The Employer agrees to provide bulletin boards in the primary duty areas of the Bargaining Unit Employees (BUEs) for placement of Union literature. Bulletin boards shall be equal in size, quality and number to management bulletin boards and located adjacent to them. Bulletin boards will be maintained in accordance with the William J. Hughes Technical Center guidelines. Bulletin board maintenance will be: conducted only during lunch periods or other non-work hours. Bulletin boards not maintained properly will be brought to the attention of the Union so that the condition can be remedied promptly.

**SECTION 3.** This labor management agreement will be made available on the appropriate Employer organizational web site. The Employer will inform each new bargaining unit employee of its existence.

## ARTICLE 12: OFFICIAL TIME

**SECTION 1.** The obligation to represent the employees of the unit requires that the Union officials/stewards have a reasonable access to all the unit members and responsible management officials within the installation.

**SECTION 2.** The Union will provide the Labor Relations Staff, WJHTC a list of the names of each of its Union officials/stewards during the first week of each calendar year. The list will contain the duty organization and duty telephone number of each Union official/steward. The Union shall update the list within 5 workdays of any changes.

**SECTION 3.** Only upon request, Union officials/stewards shall be granted, official time to perform representational duties and responsibilities. Union representatives desiring official time for representational functions shall obtain approval from their immediate supervisor prior to leaving the work area and shall report to their immediate supervisor upon their return. The Employer agrees to pay all expenses for Union officials/stewards to perform official duties while attending Employer sponsored meetings at locations other than the FAA William J. Hughes Technical Center. Expenses will be paid in accordance with government wide travel rules and regulations.

**SECTION 4.** Each Union official/steward will be granted official time to attend labor management related training if such attendance is approved in advance by the Employer. If the official time is denied, the Employer will notify the Union, in writing, as to the reason for denial.

**SECTION 5.** Subject to the approval conditions of Section 3 of this article, Union representatives shall be granted official time to lobby Congressional officials. All expenses associated with lobby efforts shall be borne by the Union.

## **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

**SECTION 1.** The Employer and the Union agree that pursuant to law and Equal Employment Opportunity Commission (EEOC) regulations in all matters concerning employment, discrimination shall not be tolerated on the basis of race, sex, color, religion, national origin, age, disability, sexual orientation, or reprisal from participating in protected Equal Employment Opportunity (EEO) activity and they further agree to promote the full realization of equal employment opportunity through a continuing Affirmative Action program.

**SECTION 2.** The Employer will continue to make every reasonable effort to eliminate any form of prejudice or discrimination because of race, sex, color, religion, national origin, age, disability, sexual orientation, or reprisal from participating in protected EEO activity as it pertains to employment policies, practices and working conditions within the bargaining unit, including the taking of corrective action against employees who engage in discriminatory practices.

**SECTION 3.** The Employer and the Union agree that employees should not be subject to working in an intimidating, hostile, or offensive work environment based on race, sex, color, religion, national origin, age, disability, sexual orientation, or reprisal from participating in protected EEO activity. Further, the Employer agrees to create a work environment that supports and encourages the contributions of all employees; those occupying leadership positions must demonstrate an absolute commitment to actively engage in practices that facilitate a model EEO employer.

## **ARTICLE 14: EMPLOYEE TRAINING AND DEVELOPMENT**

**SECTION 1.** The Employer will provide and pay for training, if required, for Bargaining Unit Employees (BUEs) adversely affected by the impact of realignment of work forces or technological changes.

**SECTION 2.** The Employer and the Union agree to discuss matters relating to training programs available and opportunities that may be pursued by members of the bargaining unit.

**SECTION 3.** The Parties agree that the Employer determines individual training methods and needs. Employees will be given the opportunity to receive training in a fair and equitable manner. If there is more than one (1) equally qualified bargaining unit candidate for a particular training slot, seniority shall be the tiebreaker.

**SECTION 4.** The Parties recognize the value of self-development for all employees. The Parties will actively encourage BUEs to contact their respective training coordinators in regard to information on self-development course(s) and to attaining their career objectives. Subject to operational needs, the Employer will make every reasonable effort to arrange a suitable schedule for employees to pursue self-development courses.

**SECTION 5.** The Employer will identify training and development needs required for employees to do their jobs. Training opportunities will be based on the needs of the respective organizations, available resources, and requirements of the employee's position.

**SECTION 6.** The Employer recognizes the need for training programs for all employees and will plan and provide for training of employees as required to accomplish the mission. This may involve different types of training such as refresher, technical, and specialized training. Employees are encouraged to share with fellow employees any new skills and techniques acquired through such training.

**SECTION 7.** The Employer will maintain training records of BUEs that attend/perform training.

## **ARTICLE 15: JOB DOCUMENTATION**

**SECTION 1.** The Employer agrees that positions will be classified based on the duties and responsibilities assigned and the qualifications required to do the work. The Employer will maintain job documentation, which accurately reflects the major duties and responsibilities assigned to Bargaining Unit Employees (BUEs).

**SECTION 2.** Job Documentation will be standardized for BUEs who are performing identical duties and responsibilities, The Employer will make available copies of job documentation to all employees upon appointment, position change, or a change in the job documentation. Each employee is responsible for retaining a copy of his or her current job documentation.

**SECTION 3.** The Employer will advise the BUE that they may notify the Union of any review/change to their job documentation. The employee may elect to have the Union present when discussing the proposed review/changes. The Union's presence does not cause management to relinquish its right to assign work. An employee's request to review their job documentation is not to be construed that an employee is refusing to perform assigned duties.

**SECTION 4.** The Employer agrees to review the job documentation for all AFGE Local 200 employees at least once every three years.

## **ARTICLE 16: REOPENER**

**SECTION 1.** In the event legislation is enacted which affects any provisions of this Agreement, the Parties shall reopen the affected provision(s) and renegotiate its contents.

**SECTION 2.** In the event of Employer action resulting in a change to Bargaining Unit Definition/Certification, or removal of a group of Bargaining Unit Employees (BUEs) as a result of reorganization, the Parties shall reopen the affected provision(s) and renegotiate its contents.

**SECTION 3.** Any modification of the provisions or regulations of the Federal Labor Relations Authority affecting a provision of this Agreement or the relationship of the Parties may serve as a basis for reopening of the affected provision(s).

**SECTION 4.** In the event any law or action of the Government of the United States renders null and void any provision of this Agreement, the remaining provisions shall continue in effect for the term of the Agreement.

## **ARTICLE 17: PROMOTIONS / BIDDING PROCEDURES**

**SECTION 1.** The Employer agrees that all selections in the bargaining unit will be made on the basis of merit and that such actions will conform to the provisions of the Employer's Human Resources Policy Manual (HRPM) and applicable provisions of the law and as provided by this Article.

**SECTION 2.** An employee who has been downgraded, through no fault of his/her own, previously held the same grade, is qualified, and could assume the full range of duties, shall be considered through priority consideration for equivalent positions prior to the position being advertised. This provision is also provided the position has no greater promotion potential than the employee's former position. The area of consideration for that informal competition may be limited due to funding or Employer restrictions.

**SECTION 3.** Those bargaining unit positions that will be filled via formal competition under Merit Promotion will be announced. The Employer will post vacancy announcements, electronically for a minimum period of fourteen (14) calendar days. Announcements will provide a summary statement of duties, a statement of any special knowledge, skills and abilities determined essential for effective job performance and for identifying the qualified candidates.

**SECTION 4.** All application packages must be submitted to the Human Resource Management Office (HRMO), via FAA's on-line application system, no later than the closing date of the announcements.

**SECTION 5.** The applicant will be notified electronically immediately after submitting the application on-line.

**SECTION 6.** The Parties agree that the candidates for selection will be informed, whether they were qualified for the position and whether they were in the group from which the selection was made. The Employer further agrees to provide, upon individual request, appropriate counseling and guidance to an employee rated ineligible, or not selected, as to how they may avail themselves of opportunities for self-improvement in order to enhance their career.

**SECTION 7.** Bargaining Unit Employees (BUEs) will be granted reasonable duty time for scheduled interviews in connection with Federal promotion announcements.

**SECTION 8.** If HRMO determines that an employee was improperly excluded from the qualified list, he/she will receive priority consideration for the next appropriate vacancy for which he/she is qualified. This is a one-time consideration. An appropriate vacancy is one at the same grade level, which would normally be filled by competitive procedures, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable opportunities as the position for which the employee was improperly excluded. Priority consideration does not relinquish management's right to select qualified individuals.

**SECTION 9.** The Parties agree that it is the responsibility of the employees to periodically review their electronic official personnel folders to reflect their current experience.

**SECTION 10.** When it is known that a higher level position will be temporarily vacant for a period of thirty (30) calendar days or more and a bargaining unit employee is assigned to fill the position for the period of the vacancy, that employee shall be given an immediate temporary promotion as soon as the administrative requirements can be met and the necessary paperwork effected.

**SECTION 11.** It is further agreed that an action terminating a temporary assignment or promotion in accordance with current regulations is not grievable.

**SECTION 12.** The Employer shall notify the Union, in writing, when a competitive or non-competitive promotion, including temporary promotions, occurs in the Bargaining Unit. At a minimum, the notification shall include the employee's name and the position description.

## **ARTICLE 18: SAFETY**

**SECTION 1.** The Employer will continue to make every reasonable effort to provide and maintain safe and healthy working conditions for all employees. The safety program will be administered in accordance with applicable laws and regulations. Specifically, the Employer shall abide by current FAA Orders on occupational safety and health. The Parties will continue to support and participate in the Occupational Safety and Health Environmental Compliance Committee (OSHECCOM) at the William J. Hughes Technical Center.

**SECTION 2.** The Union will cooperate and encourage all employees to work in a safe and healthy manner. It is recognized that each employee has the primary responsibility for their own safety and as such, is further responsible for promptly bringing to the attention of their supervisor, and or the Union, any unsafe conditions observed in their work area. The Employer will investigate, and if warranted, promptly take appropriate action to correct the unsafe condition. Reports of unsafe or hazardous conditions will be provided to the Union.

**SECTION 3.** In accordance with OSHA standards, and when necessary, the Employer will furnish at no cost to the employee, protective clothing, or equipment required to safely perform their assigned duties. Bargaining Unit Employees (BUEs) will be entitled to medical surveillance and related protections as mandated by OSHA. Employees shall receive safety training in accordance with 29 CFR 1960.59(a) as it pertains to the performance of their respective duties.

**SECTION 4.** All injuries occurring in the performance of duty, whether or not such injuries at the time are considered to be disabling, will be reported immediately to the Employer in accordance with Employer requirements. The Employer will ensure the incident is properly documented on approved forms.

**SECTION 5.** OSHA Regulations will take precedence over Employer Policy/Guidelines, unless the Employer Policy/Guidelines are more stringent. Also, the Employer shall comply with OSHA Regulations for BUEs working alone in remote or restricted areas.

## **ARTICLE 19: CONTRACTING OUT**

**SECTION 1.** If the Employer decides to initiate a review to determine if work currently performed by the Bargaining Unit Employees (BUEs) should be contracted out, the Union shall be invited to participate in the review in accordance with OMB Circular A-76.

**SECTION 2.** Prior to finalizing a decision to contract out work currently performed by BUEs, the Employer shall negotiate with the Union to the full extent required by Title 5, United States Code, Chapter 71, this Agreement, and any other applicable authorities.

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

**SECTION 1.** The Employer agrees to avoid or minimize a RIF by taking such action as restricting recruitment and promotions, by meeting ceiling limitations through normal attrition and by reassignment of qualified surplus employees to vacant positions.

**SECTION 2.** The Employer agrees to notify the Union when it is determined that a RIF action will be necessary within the unit. The Union will be notified as to the number of positions to be reduced and the vacant positions that Management has authorized for staffing. At this time, the Employer and the Union will negotiate the procedures that Management will follow in the implementation of the RIF. This notification shall be made at least ninety (90) calendar days before implementation.

**SECTION 3.** In the event of a RIF, the affected employee and the Union will be provided access to the master retention registers relative to his/her involvement, upon request.

**SECTION 4.** At the end of the RIF, the Union will be provided a list of vacancies filled during the RIF.

## ARTICLE 21: DISCIPLINARY AND ADVERSE ACTIONS

### SECTION 1 - DEFINITIONS:

- A. A disciplinary action for the purpose of this article is defined as a formal written reprimand or a suspension from employment for fourteen (14) calendar days or less.
- B. An adverse action for the purpose of this article is defined as a reduction in grade, removal, suspension for more than fourteen (14) calendar days, or a furlough without pay for thirty (30) calendar days or less.
- C. If the Employer feels that disciplinary or adverse action is necessary, such action will be initiated promptly after the offense was committed or made known to the Employer.

**SECTION 2.** When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary, or potential disciplinary situation, the employee will be notified of the subject matter in advance. The employee will also be notified of their right to be accompanied by a Union representative, if they so desire, and will be given reasonable opportunity both to obtain such representation, and confer confidentially with the representative before the beginning of the meeting.

If during the course of a meeting it becomes apparent for the first time that discipline or potential discipline could arise, the Employer will stop the meeting and inform the employee of their right to representation, if they so desire, and provide a reasonable opportunity to both obtain representation and confer confidentially before proceeding with the meeting.

**SECTION 3.** When the Employer proposes a disciplinary or adverse action, except for a written reprimand, the following procedures will apply:

- A. The Employer will provide the employee with at least thirty (30) calendar days advance written notice. The notice will state the reasons for the proposed disciplinary action/adverse action, with sufficient detail to enable the employee to understand the reasons for the action.
- B. Employees shall request and be granted up to sixteen (16) hours of official time to prepare their reply. Additional official time may also be granted, if needed. The employee may respond orally and/or in writing within fifteen (15) calendar days from receipt of the notice, and may furnish affidavits and other documentary evidence in support of their response. The employee may be granted a fifteen (15) calendar day extension of the reply period, if the employee:

1. Requests such an extension in writing prior to the expiration of the initial fifteen (15) calendar day response period, and;
  2. Provides demonstrated and valid reasons, acceptable to the Employer, for requiring such an extension.
- C. When making a response, an employee is entitled to be represented by an attorney or other representative.
- D. After receipt of the written and/or oral response, or the termination of the notice period, whichever comes first, the Employer will issue a written decision to the employee which will include a statement of the employee's rights to grieve as provided for in this agreement. Disciplinary or adverse actions will be based on reasons specified in the advance notice.

**SECTION 4.** The evidence file, on which the notice is based, may include statements of witnesses, documents, investigative reports or extracts there from, and pertinent video/audio tapes. The file will be assembled and made available to the employee and their representative for their review as allowed by law. Any evidence, which is not disclosed, will not be used by the Employer to support their reasons in the notice.

If represented by the Union and upon written request, the Union will be issued a copy of the evidence file.

**SECTION 5.** The employee will be in a duty status during the notice period unless the crime provision is invoked. When circumstances are such that at the retention of the employee in a duty status may result in damage to Government property, or may be detrimental to the interest of the Employer or the employees, the employee may be assigned to other duties or placed on administrative leave.

**SECTION 6.** An employee against whom an adverse action is taken under this article is entitled to appeal through statutory procedures or through the negotiated grievance procedure of this agreement, but not both.

## ARTICLE 22: GRIEVANCE PROCEDURE

**SECTION 1.** The purpose of this article is to provide a mutually agreeable method for the prompt and equitable settlement of grievances.

**SECTION 2.** This negotiated grievance procedure shall be the exclusive procedure available to the Employer, the Union and the employees in the bargaining unit for resolving such grievances.

**SECTION 3.** A grievance shall be defined as any complaint:

- A. by any employee concerning any matter relating to the employment of the employee;
- B. by the Union concerning any matter relating to the employment of any employee;
- C. by any employee, the Union or the Employer concerning:
  - 1. The effect, interpretation, or a claim of breach of the collective bargaining agreement;
  - 2. Any claimed violation, misinterpretation of any law, rule, or regulations affecting conditions of employment.
- D. Except that, it shall not include a grievance concerning:
  - 1. Any claimed violation relating to prohibited political activities;
  - 2. Any matter related to retirement, life insurance, or health insurance;
  - 3. A suspension or removal for National Security reasons under 5 U.S.C, 7532;
  - 4. Any examination, certification or appointment;
  - 5. The classification of any position, which does not result in the reduction-in-grade or pay of an employee;
  - 6. Non-selection for promotion from a group of properly ranked and certified candidates. The procedures utilized are grievable;
  - 7. Any Action terminating a temporary promotion in accordance with current regulations.

**SECTION 4. Appeal And Grievance Options.** An employee who has been adversely affected by a removal for cause, a reduction-in-grade based on unacceptable performance, an adverse action or discrimination, may at their option raise the matter under applicable Statutory appellate procedures or the negotiated grievance procedure, but not both, For the purposes of this section and pursuant to applicable Sections in 5 U.S.C. 7121 of the Federal Labor Relations Statute, an employee shall be deemed to have exercised their option under this section when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

**SECTION 5. Question Of Grievability/Arbitrability.** In the event either party should declare a grievance non-grievable or non-arbitral, the original grievance will be considered amended to include this issue. The Employer and the Union agree to raise any question of Grievability or Arbitrability of a grievance within ten (10) calendar days of the final written decision. All disputes of Grievability or Arbitrability will be referred to arbitration as a threshold issue in the related grievance.

**SECTION 6.** The Parties agree that an employee, or group of employees, requesting settlement of a grievance under this procedure may represent themselves, be represented by the Union or a representative approved by the Union. However, any employee or group of employees in the unit may present such grievances to the Employer and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given the opportunity to be present at all formal discussions of the grievance with the grievant(s).

#### **SECTION 7. UNION AND EMPLOYER GRIEVANCES**

- A. The Parties agree that the Union may file a grievance. The grievance must be submitted in writing by the Union within thirty (30) calendar days;
1. of the time of the occurrence of the matter giving rise to the grievance;
  2. of the time of the last known occurrence of series of actions which provide the basis for the grievance; or,
  3. of the time the Union first became aware, or would reasonably have expected to have known, of the matter(s) giving rise to the grievance.

The submission of the grievance shall be in writing to the Labor Relations Staff, WJHTC. It shall contain the nature of the grievance, the action requested of the Employer, and where appropriate, the article(s) and section(s) of the Agreement involved. The Parties shall meet within ten (10) calendar days of receipt of a grievance in attempt to resolve the grievance. If the grievance cannot be resolved at this meeting, the Employer shall issue a written decision within ten (10) calendar days of the close of the meeting, If the Union is not satisfied with this decision, the Union may refer the matter to arbitration. Either party may be accompanied by a subject matter specialist at the grievance meeting.

- B. The Parties further agree that the Employer may file a grievance. The grievance must be submitted in writing, by the Employer within thirty(30) calendar days:
1. of the time of the occurrence of the matter giving rise to the grievance;

2. of the time of the last known occurrence of series of actions which provide the basis for the grievance; or,
3. of the time the Employer first became aware, or would reasonably have expected to have known of the matter(s) giving rise to the grievance.

The submission of the grievance shall be in writing to the Union President. It shall contain the nature of the grievance, the action requested of the Union, and where appropriate, the article(s) and section(s) of the Agreement involved. The Parties shall meet within ten (10) calendar days of receipt of a grievance in attempt to resolve the grievance. If the grievance cannot be resolved at this meeting, the Union shall issue a written decision within ten (10) calendar days of the close of the meeting. If the Employer is not satisfied with this decision, the Employer may refer the matter to arbitration. Either party may be accompanied by a subject matter specialist at the grievance meeting.

**SECTION 8 - EMPLOYEE GRIEVANCES.** Bargaining Unit Employees (BUEs) who have a grievance shall attempt to resolve the grievance in accordance with the following procedures:

**STEP 1:** An aggrieved employee(s), or the Union on behalf of the grievant(s), shall file a grievance orally, or in writing, normally with the first line supervisor or the next appropriate management level within thirty (30) calendar days:

1. of the time of the occurrence of the matter giving rise to the grievance;
2. of the time of the last known occurrence of series of actions which provide the basis for the grievance; or,
3. of the time the employee first became aware, or would reasonably have expected to have known, of the matter(s) giving rise to the grievance.

If the employee elects to file the grievance orally, it must be made clear that the employee is filing a grievance and not just discussing a problem. If the grievance is against the first line supervisor, the employee(s) or the Union, on behalf of the employee(s), may proceed to Step 2. The supervisor receiving such grievance shall meet with the employee(s) and/or the Union within ten (10) calendar days of receipt of the grievance. The supervisor shall render a decision, in writing, to the employee and the Union within ten (10) calendar days after the meeting. If the employee, or the Union, is dissatisfied with the decision, the grievance may then be filed at Step 2 within ten (10) calendar days of receipt of the decision.

**STEP 2:** The grievance must be submitted in writing to the second level supervisor. The written grievance must contain the name(s) of the grievant(s), the nature of the grievance, and where appropriate, documentation in support of the grievance. It must also include the corrective action desired, and if applicable, the article(s) and section(s) of the agreement involved.

The second level supervisor shall meet with the employee and/or the Union within ten (10) calendar days after receipt of the grievance, The supervisor shall render a written decision, as soon as possible, but in no event later than ten (10) calendar days after the meeting.

**STEP 3:** If the grievance is not satisfactorily resolved at Step 2, the Union may refer the matter to Arbitration.

**SECTION 9.** If an employee elects to file a grievance concerning an adverse action, the matter shall be processed at Step 2 of the grievance procedure.

**SECTION 10.** The specified time limits in this article may be extended by mutual agreement of the Parties.

## ARTICLE 23: ARBITRATION

**SECTION 1.** If the Union and the Employer are unable to settle any grievance, either party may within thirty 30 calendar days, invoke arbitration. The following process/rules will apply:

1. Either party will request the Federal Mediation Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as the arbitrator. The request to FMCS will include a brief statement of the issue(s) involved in the dispute. If the parties cannot agree to a joint statement, either party may separately submit a statement. If the parties fail to agree on a joint submission of the issue of arbitration, each shall submit a separate submission and the arbitrator shall determine the issues to be heard.
2. The Parties recognize the need to resolve grievances in a timely manner. The grievance shall be heard by the arbitrator as promptly as practicable and at a mutually agreeable date. If the parties fail to agree on the length of the arbitration hearing, the Parties will seek the assistance from the selected arbitrator. If the arbitrator is unable to assist the parties to reach an agreement on the length of the hearing, either party may seek to schedule additional dates with the selected arbitrator. If the length of the hearing is extended at the request of either party, the requesting party will be responsible for any cancellation fees for any unused requested date(s). If multiple hearing dates are scheduled, the Parties will endeavor to schedule the dates consecutively. Arbitration hearings will be held at the work location or as mutually agreed to by the parties.
3. Within seven (7) calendar days of receipt of the list (unless extended by mutual consent), the parties will meet to choose an arbitrator. If they cannot mutually agree on one name from the list, the invoking party will strike one name first and then each party will alternately strike one name from the list until only one name remains. The remaining name on the list shall be the duly selected arbitrator. FMCS shall be immediately notified of the selection.
4. The parties will exchange lists of witnesses to be called, at least 15 calendar days prior to the opening of the hearing. Witnesses will be allowed a reasonable amount of official time to prepare their testimony.
5. The grievant and employee witnesses will be excused from their regular duties to the extent necessary to participate in the hearing. These individuals shall be considered in a duty status.

6. The arbitrator shall be requested to render a written decision within thirty (30) calendar days after the conclusion of the hearing unless there is a mutually agreed upon submission of Post Hearing Briefs. In that case, the arbitrator shall be requested to render a written decision within thirty (30) calendar days after receipt of both parties' briefs or expiration of the deadline for the briefs.
7. Fees and expenses of the arbitrator shall be borne equally by the parties except as noted in paragraph "2."
8. The arbitrator's award shall be binding to the parties. However, either party may file an exception to the award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority or appeal to other authority as provided by law, rule and regulation.
9. Disputes between the parties over the application of the arbitrator's award shall be returned for clarification.
10. If the arbitrator fails to render a decision on arbitrability issues prior to the hearing, the arbitrator shall hear arguments regarding both the arbitrability and the merits at the same hearing.
11. The arbitrator shall follow precedents established by the Merit Systems Protection Board (MSPB) in considering the award of attorney fees.

## **ARTICLE 24: DUES WITHHOLDING**

**SECTION 1.** The Parties agree that any employee who is a member of the bargaining unit, and who is a member in good standing of the Union may authorize an allotment of pay for the payment of their dues for such membership provided they regularly receive sufficient pay on the regularly scheduled pay days to cover the full amount of the allotment after other legal deductions.

**SECTION 2.** The procedures and effective dates of authorization shall be as follows:

The Union agrees to inform each of its members in the Bargaining Unit of the voluntary nature of authorizing allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for exercising their prerogative of revoking an authorization.

The Union agrees to acquire (at its own expense) and distribute to its members in the Bargaining Unit the prescribed Authorization Form (SF -1187) and to receive completed forms from members who request allotments. Standard Form 1187 is the only form which may be used for this purpose.

The Union shall be responsible for the proper completion and certification of the SF-1187 authorization forms by completing the appropriate sections and is responsible for ascertaining that the forms are properly completed and that the employees are members in good standing of the Union and are eligible for dues deduction. Certified authorization forms will be submitted to the Labor Relations Staff, WJHTC, Human Resource Management Office, who will forward the Authorizations to the appropriate payroll office.

A properly completed and certified Authorization will be effective at the beginning of the first pay period following receipt of the form by the appropriate payroll office, and will continue in effect until the allotment is changed or terminated in accordance with the provisions of Sections 3 and 4 of this article.

An allotment Authorization which has not been properly completed or properly certified will not be accepted and will be returned to the Union, with notice of the reason that it has not been processed, within (5) workdays after receipt by the Labor Relations Staff, WJHTC.

**SECTION 3.** Allotted dues will be withheld from the regular bi-weekly payrolls. The amount to be withheld shall be the amount of the regular dues of the member, as specified on the SF - 1187, exclusive of initiation fees, assessments, back dues, fines and similar charges and fees.

If the amount of regular dues is changed by the Union, the President of the Union will notify the Labor Relations Staff, WJHTC that the amount of the regular dues has been changed and will certify as to the new rate and the effective date of the amended dues structure.

The amended amount will be withheld effective the beginning of the pay period following receipt of the certification by the payroll office, unless a later date is specified by the Union. New authorization forms will not be required.

**SECTION 4.** The Employer will terminate an allotment:

For employees of the Bargaining Unit, if the Union loses exclusive recognition for the Bargaining Unit, or if this Agreement is suspended or terminated by appropriate authority. The termination will be effective the beginning of the first pay period following the effective date of the loss of recognition, termination or suspension of this Agreement.

When the employee is separated from the FAA or reassigned from the Bargaining Unit for which recognition has been granted, the allotment will be terminated at the end of the payroll period in which the employee last served in a position covered by the Bargaining Unit of recognition.

Upon receipt of notice from the Union that the employee is no longer a member in good standing, the allotment will be terminated at the beginning of the first pay period after receipt by the payroll office of notification by the employee or an authorized representative of the Union.

When the employee executes a written revocation of their allotment on Standard Form 1188 to the Labor Relations Staff, WJHTC prior to the anniversary date of the employee's dues deduction, providing the employee has been on dues deduction for a period of at least one year. The allotment will be terminated the first full pay period after the anniversary date.

**SECTION 5.** Promptly after completion of each bi-weekly payroll deduction, the payroll office will remit the amount due the Union. The Union will also be provided a list with the following information:

- a. Identification of the office or facility.
- b. Identification of the Union Local.
- c. Names of members for whom deductions were made in alphabetical order and the amount of dues deducted.
- d. Names of members for whom deductions previously authorized were not made, showing the reasons for non-deduction.
- e. Total number of members for whom dues were withheld.
- f. Total amount withheld on this payroll.
- g. Net amount remitted to the Union.

The Union agrees to keep the Labor relations Staff currently informed as to the name, title, and address of the Union official authorized to receive the amount due the Union. The Labor Relations Staff, WJHTC will ensure this information is forwarded to the payroll office.

**SECTION 6.** Any administrative errors in remittance checks to the Union will be promptly corrected and adjusted after the error has been brought to the attention of the Labor Relations Staff, WJHTC. If dues were not deducted from an employee's pay, the Parties will agree to the employee's dues deductions for the succeeding pay periods until the correct amount is deducted and remitted to the Union. If dues deductions were inadvertently deducted from an employee's pay without authorization, the Union will promptly refund the amount of the erroneous remittance.

The Union will notify the Labor Relations Staff, WJHTC within five (5) workdays when an employee with a current allotment authorization ceases to be a member in good standing.

The Union will submit to the Labor Relations Staff, WJHTC within five (5) workdays any written revocation of allotment received by the Union.

Nothing in this agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization, except pursuant to a voluntary written authorization by a member for the payment of such dues through payroll deductions.

## **ARTICLE 25: PERFORMANCE MANAGEMENT SYSTEM**

**SECTION 1.** Performance appraisals, under the Employer's Performance Management System, will assess an employee's performance as meeting or not meeting expectations and will be based on a written narrative of actual performance measured against results as written in the outcomes and expectations of an employee's performance plan. A copy will be provided to the employee within fifteen (15) calendar days of the employee's signature on the performance appraisal form.

**SECTION 2.** Bargaining Unit Employees (BUEs) will normally be rated by their first-line supervisor/manager. If an employee is rated by other than their first-line supervisor/manager, that supervisor/manager must supervise the employee for at least 90 calendar days prior to the appraisal.

**SECTION 3.** The employee's signature, after the review of his/her performance evaluation, indicates that he/she has reviewed the completed narrative summary and that it has been discussed with him/her. The employee's signature will not be taken to mean that he/she agrees with all the information or that he/she forfeits any right of review or appeal. The employee may make comments in the remarks section or attach them on a separate page.

**SECTION 4.** At any time during the performance appraisal cycle that an employee's performance is determined to be unacceptable in one (1) or more primary outcomes, the employee's supervisor will notify the employee, in writing, of the primary outcome for which performance is unacceptable and inform the employee of the performance requirement(s) or outcome(s) that must be attained in order to demonstrate acceptable performance in his/her position. When the employee's performance is unacceptable, the supervisor will afford the employee a reasonable opportunity to demonstrate acceptable performance, commensurate with the duties and responsibilities of the employee's position. As part of the employee's opportunity to demonstrate acceptable performance, the supervisor will write a plan, which identifies what the employee must do to improve his/her performance to be retained in the job and what the supervisor will do to assist the employee

## **ARTICLE 26: FAA ACADEMY TRAINING TRAVEL**

**SECTION 1.** Bargaining Unit Employees (BUEs) requiring training at the FAA Academy creates an unusual situation not experienced by other travelers. When the employee is issued a travel order to attend the FAA Academy for courses more than fifteen (15) class days, the employee may be authorized to travel by privately owned vehicle (POV), if such travel is deemed to be advantageous to the government. POV travel expenses to and from the Academy will be paid at the rate applicable to such travel as prescribed by Employer wide directives. Local mileage at the FAA Academy will not be reimbursed.

**SECTION 2.** The preferred method of travel to and from the FAA Academy from the William J. Hughes Technical Center is common air carrier. When traveling by other than POV, rental car will be authorized.

**SECTION 3.** To the maximum extent possible, the Employer will schedule the time to be spent by an employee in a travel status away from their official duty station within the scheduled workweek of the employee.

**SECTION 4.** The Employer may authorize an employee traveling by common carrier to attend the FAA Academy for more than fifteen (15) class days an excess baggage allowance of two additional bags.

**SECTION 5.** The authorized per diem allowance for BUEs will be in accordance with the Federal Aviation Administration Travel Policy (FAATP).

**SECTION 6.** An employee attending a course, or consecutive courses, of more than forty-five (45) calendar days will be allowed one round trip to their home station at any time during that period. Subsequent travel will be allowed in the same fashion for every additional forty-five (45) calendar days of the same temporary duty assignment.

## **ARTICLE 27: SUBSTANCE ABUSE**

**SECTION 1.** The Parties jointly recognize that treatable illnesses and disorders occur in the work force as a result of substance abuse. The Parties further recognize that whenever such conditions adversely impact on an employee's work performance, attendance, reliability or conduct, the employee should constructively address these problems through participation in counseling and treatment programs. Therefore, the Parties will work together to encourage troubled employees whose work performance is adversely affected to pursue counseling, help or treatment.

**SECTION 2.** The parties agree to assist employees in securing counseling services when work performance, attendance, reliability or conduct is adversely affected as a result of the substance abuse. This may be accomplished through providing information and encouragement to the employee to use any of the following types of services where available.

- A. Referrals to available counseling services in the local community.
- B. Counseling services provided by the Employee Assistance Program (EAP) at the William J. Hughes Technical Center.
- C. Counseling services provided through the employee's own insurance program.

**SECTION 3.** No employee will have job security or promotion action jeopardized by a request for counseling or referral assistance. Employees seeking rehabilitation may be temporarily reassigned or will be placed in an appropriate leave status pending rehabilitation or other appropriate action.

**SECTION 4.** The Parties recognize that all confidential information and records concerning employee counseling and treatment will be maintained in accordance with applicable laws, rules and regulations.

**SECTION 5.** The Parties encourage all employees, who suspect they may have a substance abuse problem to voluntarily seek counseling and information as early as possible. Employees will be in a duty status to attend the EAP counseling for substance abuse at the William J. Hughes Technical Center. Employees who participate in other rehabilitation programs will be entitled to all the rights and benefits provided to other employees who are sick.

## **ARTICLE 28: EMPLOYEE ASSISTANCE PROGRAM**

**SECTION 1.** The Employee Assistance Program (EAP) is a confidential program designed to promote the well being of employees and their family members through counseling and referral by assisting those employees whose personal problems may serve as barriers to satisfactory job performance.

**SECTION 2.** The Employer shall participate in the EAP in accordance with applicable Employer directives and the National EAP Contract.

**SECTION 3.** The Parties agree to encourage all employees to participate in the EAP counseling with the understanding that its' use shall be voluntary.

## **ARTICLE 29: TEMPORARY DUTY TRAVEL**

**SECTION 1.** Unless otherwise specified in this Agreement, reimbursement for travel expenses will be in accordance with the Federal Aviation Administration Travel Policy (FAATP) dated January 2010.

**SECTION 2.** Before an employee will be required to travel in the performance of official business, he/she will be granted an advance of funds using the employee's government travel card. The maximum allowable amount of the advance is stated in Article 32, Government travel Card. Employees required to travel are responsible to ensure their credit card account remains in good standing.

**SECTION 3.** Vouchers are to be submitted within five (5) working days after completion of travel or every thirty (30) calendar days if the employee is in a continuous travel status.

**SECTION 4.** Travel vouchers may be submitted using the approved Employer software, where implemented.

**SECTION 5.** In order to prevent undue financial burden upon the employee, travel vouchers will be paid within thirty (30) calendar days of their submission to the Employer. After thirty (30) calendar days, interest will be owed to the employee and the Employer shall pay the employee's late payment fees as prescribed by the General Services Administration (GSA). Any voucher requiring revision must be returned to the employee for revision within ten (10) workdays of its submission.

**SECTION 6.** Mileage reimbursement for a privately-owned vehicle will be limited to the maximum mileage allowance determined by GSA and set forth in the FAATP and will not exceed the cost of the authorized/preferred method when a traveler chooses for personal reasons to use a privately-owned vehicle. When the authorized/preferred method is a government owned/leased vehicle, the cost will be computed in accordance with the FAATP.

**SECTION 7.** When travel is direct between duty points which are separated by several time zones and at least one duty point is outside the forty-eight (48) contiguous states (CONUS), a rest period not in excess of twenty-four (24) hours may be authorized if the scheduled flight time

(including stopovers of less than eight (8) hours) exceeds fourteen (14) hours by a direct or usually traveled route.

**SECTION 8.** Extended temporary duty assignments are those exceeding thirty (30) calendar days, training assignments exceeding fifteen (15) class days, or stays exceeding four (4) nights in a government owned or leased facility with kitchen facilities. In any of these circumstances, justification must be provided on the travel authorization if other than the reduced flat rate is authorized. Such justification must be approved at no less than the second level manager.

The Employer will provide assistance to employees in locating suitable lodging at reduced rates prior to extended temporary duty assignments.

**SECTION 9.** Extended temporary duty assignments will be reimbursed at a flat rate equal to sixty (60) percent of the maximum per diem rate for the area as set by GSA. This per diem rate includes; lodging, meals, local transportation, and personal calls. Incidental expenses allowance will be fully reimbursable, in accordance with the FAATP. Different incidental expense allowances will be set for assignments at the FAA Center for Management and Executive Leadership (CMEL), depending on whether lodging and meals are provided for the employee. The reduced "flat" rates are payable to the traveler without itemization and receipts. However, documentation must be maintained by the employee no less than six (6) years and (3) months.

**SECTION 10.** A periodic return trip home, as provided in FAATP, is justified for employees performing an extended stay travel assignment or a continuous travel assignment. Therefore, an employee performing an extended stay travel assignment which is projected to be sixty (60) calendar days or longer or an employee on a continuous travel assignment shall be authorized, at the election of the employee, one (1) round trip to his/her home during each sixty (60) day period.

**SECTION 11.** When making travel arrangements, an employee shall have the option of utilizing the government-contracted travel agent or contacting the airline, hotel and/or rental car services directly.

**SECTION 12.** Within one hundred and twenty (120) calendar days of the signing of this Agreement, the Employer will conduct a briefing for all bargaining unit members on the FAATP.

## ARTICLE 30: GOVERNMENT TRAVEL CARD

**SECTION 1.** The Government contractor-issued travel charge card shall be used and administered in accordance with the DOT Travel Card Management Policy, dated January 1, 2010 and this Agreement.

**SECTION 2.** Employees who have not been issued a government travel card may use personal funds, including personal credit cards, for all official travel expenses, except for payment of common carrier, which will be by central billing.

**SECTION 3.** Employees that demonstrate mitigating circumstances that require the use of their personal funds, including personal credit card, will not be required to provide a written statement acknowledging an improper use of a credit card as set forth in Section 10.4 of the DOT Travel Card Management Policy. Mitigating circumstances include but are not limited to: the travel card was not accepted by the vendor, the travel card was rejected by the vendor, the travel card was lost or stolen, their travel card could not be issued or reinstated in time for their trip, or their travel card is cancelled or suspended.

**SECTION 4.** When Employees contact their Agency/Organization Program Coordinator (A/OPC) to seek pre-approval to use their personal credit card, the Employer will work cooperatively with the employee to address the situation. If the A/OPC approves the request, the Employee will receive the approval in writing (an email, text message or facsimile) at the Employee's location so the employee will have documentation on hand when making the purchase using their personal credit card. Employees who are approved to use their personal credit cards will not be subject to the negative effects of section 10.4 of the DOT Travel Card Management Policy.

**SECTION 5.** A list of Bargaining Unit Employees (BUEs) that hold positions that may require short notice travel, will be forwarded to the Office of Financial Reporting and Accountability (AFR-100) for placement in the permanent frequent traveler travel card account status. An employee whose travel card was reduced to infrequent traveler travel card account status, must contact their A/OPC at least three business days in advance of known travel and request reinstatement of account limits.

**SECTION 6.** Employees that make cash withdrawals at their permanent assignment location within three calendar days of an approved official business trip will not be flagged by the FAA as a high or medium risk cardholder. These withdrawals may total as much as the published M & IE rates multiplied by the number of days authorized for travel.

**SECTION 7.** If the employee has filed a proper travel claim within the timeframe required and the Employer does not process an employee's travel voucher in a timely fashion per DOT Travel Card Management Policy Section 8.1, which results in an employee's delinquent payment sixty (60) calendar days or more past due, the delinquent payment will not serve as the basis for disciplinary action.

**SECTION 8.** If the employee demonstrates good cause for failing to file a timely claim for reimbursement, which resulted in a delinquent payment, neither the delinquent payment nor untimely filing of the travel voucher will not serve as a basis for disciplinary action.

**SECTION 9.** Employees will not be responsible for any charges incurred against a lost or stolen card or unauthorized charges (including an identity theft situation), provided the employee reports such loss or charges within forty eight (48) hours of their discovery. BUEs will not be subject to administrative or disciplinary actions for a lost or stolen card.

**SECTION 10.** Employees will not be required to pay the disputed portion of a billing statement until resolution of the disputed amount per DOT Travel Card Management Policy Section 1.5.6.

**SECTION 11.** If an employee's credit report contains incorrect or incomplete FAA work related information that has negatively impacted the employee's credit worthiness, the employee shall be permitted to contact the credit reporting companies and appropriate National Program Coordinator (NPC) and A/OPC officials while on duty time to take corrective action, operational or mission related requirements permitting. The Employer agrees to promptly assist the employee in correcting the report or removing the inaccurate or incomplete FAA work-related information. Employees may not use duty time to address credit problems unrelated to their FAA employment.

## **ARTICLE 31: SURVEYS AND QUESTIONNAIRES**

**SECTION 1.** The Employer recognizes that it is in its interest to have Union support for surveys of Bargaining Unit Employees (BUEs). The Employer will not conduct surveys and questionnaires without providing the Union an opportunity to review and comment on the questions and related issues. The Union will be notified and be provided an advance copy of any survey prior to distribution.

**SECTION 2.** Surveys and questionnaires will be conducted on the employee's duty time.

**SECTION 3.** The Union will be provided with the geographical/organizational distribution of surveys, which are distributed on a random sample basis.

**SECTION 4.** The Union will be afforded an opportunity to review and comment in advance on any publication based on or derived from survey results.

**SECTION 5.** If feasible, the Union will be provided a copy of survey results at the same time they are distributed to the Employer.

**SECTION 6.** Participation in surveys will be voluntary. To assure the anonymity of survey comments, employees will have reasonable access to a computer, if available.

**SECTION 7.** A Union representative will participate in all debriefings and action planning sessions involving employees.

## **ARTICLE 32: AGENCY DIRECTIVES**

**SECTION 1.** The Federal Aviation Personnel Manual (FAPM), Human Resources Policy Manual (HRPM), and Personnel Reform Information Bulletins (PRIBs), FAA orders and notices that relate to personnel policies, practices and conditions of employment of the Bargaining Unit Employees (BUEs) will be maintained at the FAA William J. Hughes Technical Center (WJHTC). These items will be made available during normal administrative office hours. Upon request, the Union will be provided a copy of the above.

## **ARTICLE 33: RECOGNITION AND REWARDS PROGRAM**

**SECTION 1.** Bargaining Unit Employees (BUEs) will be awarded and recognized in accordance with HRPM PM-9.2 Recognizing Employees dated March 23, 2010 and this Agreement.

**SECTION 2.** The Parties agree that the use of awards is an excellent incentive tool for increasing productivity and creativity of BUEs by rewarding their contributions to the quality, efficiency, or economy of government operations. The Employer agrees to consider granting all available recognition and rewards, or grant time off without charge to leave or loss of pay to an employee individually or as a member of a group on the basis of:

- a. adoption or implementation of a suggestion or invention;
- b. significant contributions to the efficiency, economy, or improvement of government operations;
- c. exceptional service to the public, superior accomplishment, or special act or project on or off the job and contributions made despite unusual situations;
- d. recurring exemplary service; e.g. performance throughout the year that consistently exceeds expectations and contributes to FAA goals and objectives;
- e. exceptional customer service or contributions which promote and support accomplishment of the organization's missions, goal, and/or values;
- f. creative or innovative methods used to make work processes or results more effective and efficient;
- g. productivity gains;
- h. performance as reflected in the employee's most recent rating of record.

The Parties agree that this list is meant to be an example but is not all inclusive.

Upon request, the Employer will inform the Union of the total amount spent on recognition and rewards for the bargaining unit within one month of the end of the fiscal year.

**SECTION 3.** The Employer shall notify the Union, in writing, when a bargaining unit employee receives a recognition and/or reward. At a minimum the notification shall include the employee's name and type of award.

**SECTION 4.** The Parties agree to meet annually to discuss the recognition and rewards program.

## **ARTICLE 34: PERSONAL PROPERTY CLAIMS**

**SECTION 1.** As specified in the current FAA Order 2700.14, employees may make claims for damage or loss of personal property resulting from incidents related to the performance of their duty. Employees may request that their immediate manager assist in the proper filing of their claim.

## **ARTICLE 35: TELEWORK**

**SECTION 1.** The Parties agree that Bargaining Unit Employees (BUEs) are entitled to participate in the Employer's Telework Program, however employee participation is voluntary. Policies and procedures regarding telework that are not covered in this section shall be in accordance with HRPW WLB-12.3, FAA Telework Program, updated September 7, 2010.

**SECTION 2.** It is FAA policy to actively encourage the use of teleworking to the maximum extent possible. Because teleworking is a tool used in the accomplishment of work, it must not have an adverse impact on any Employer office or the mission of the FAA. Teleworking is designed to benefit employees, managers, and the community. Some of the benefits that may result from teleworking include:

- a. reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance;
- b. improved employee morale due to a decrease in commuting-related stress and greater flexibility in balancing work and family demands;
- c. increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work setting;
- d. possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;
- e. possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building-related problems.

**SECTION 3.** BUEs may participate in one or a combination of the following telework options based upon their manager's approval and as a condition of the telework agreement. Various telework options include:

- a. work at home in a space specifically set aside as an office or workplace;
- b. work at another FAA facility or office that may be closer to the employee's home and where there is available space to accommodate additional Employer employees;
- c. work in a "virtual office or mobile virtual office" situation where the nature of the employee's position requires that his/her primary duties be performed "on the road" or at a customer's worksite. In this situation, the employee reports to a designated worksite only occasionally in order to perform administrative and other functions that cannot be performed while working off-site.

**SECTION 4.** Each employee who wishes to telework, including employees who telework on an ad-hoc basis and for temporary medical reasons, must complete and sign the FAA Telework Agreement. The Telework Agreement, which specifies the terms and conditions of participation in the program, is then submitted to the employee's manager for signature. The Telework Agreement documents the employee's and manager's commitment to adhere to applicable guidelines and policies, and must be in place before the employee begins teleworking.

**SECTION 5.** When a BUE makes a request to telework, the Employer will consider the following criteria in exercising the authority to grant or deny the request:

- a. the reasonableness of the request;
- b. the workability of the request; and
- c. the effect of the request upon the efficiency of the service.

The Employer agrees that all determinations will be made in a fair, objective, and equitable manner, and based on sound business practices, not arbitrary limitations.

**SECTION 6.** The Employer shall respond in writing to Telework requests within thirty (30) working days. Denial and termination decisions must be based on business needs or performance, not personal reasons. The denial or termination shall include information about when the employee might reapply, and also if applicable, what actions the employee should take to improve his/her chance of approval.

**SECTION 7.** Employees may change their telework days, with prior approval of their supervisor.

## **ARTICLE 36: SURVEILLANCE**

**SECTION 1.** The Parties recognize that surveillance is conducted for safety and security reasons.

**SECTION 2.** The Employer will conspicuously post provisions of any law allowing undisclosed monitoring (surveillance) for review by all Bargaining Unit Employees (BUEs). Such posting will be on electronic media and/or in writing on both bargaining unit and facility bulletin boards.

**SECTION 3.** Whenever possible, the Union will be notified when the Employer becomes aware of any policy or procedural changes used for security.

**NOTE:** Union issues regarding disciplinary/adverse action will be switched to the disciplinary/adverse action article.

## **ARTICLE 37: GOVERNMENT VEHICLES**

**SECTION 1.** If at any time a government owned motor vehicle (GOV) is observed to be in need of repair, defective, or in any way determined unsafe and may constitute an imminent dangerous situation, the employee may return the vehicle to the responsible organization. In such case where an alternate GOV is not available for official travel, the Employer may authorize the rental of suitable vehicle, or alternative arrangements will be made between the Employer and the employee.

**SECTION 2.** It is agreed and understood that Bargaining Unit Employees (BUEs) will not be required to provide a privately owned vehicle for use on Employer business, or to maintain a privately owned vehicle as a condition of employment.

## **ARTICLE 38: EMPLOYEE MORALE**

**SECTION 1.** The Employer and Union will promote employee morale. The Employer will be a model Equal Employment Opportunity employer.

**SECTION 2.** The Employer will endeavor to continue with clean, dry, heated/cooled, lighted and well ventilated areas for employees to eat their lunch. Employees who utilize these areas are responsible for the cleanliness of their own area.

**SECTION 3.** Each new employee will receive an orientation session upon entrance on duty. This will include information on the managerial chain of command and conditions of employment. The employee and designated management representative will sign the orientation checklist to signify that the information has been provided. The Union will be provided twenty (20) minutes during the orientation to speak to employees represented by the Union. The Union agrees that such time will be used for the purpose of providing represented employees the purpose and goals of the Union and such time will not be used for the purpose of recruiting or other internal Union business.

## **ARTICLE 39: OFFICIAL PERSONNEL FILES**

**SECTION 1.** Material placed in an employee's Electronic Official Personnel File (eOPF), Employee Performance File (EPF), Medical, Security, Training folder or other DOT/FAA file(s) shall comply with Federal Personnel Manual requirements and shall be maintained in accordance with the applicable provisions of the Privacy Act and its implementing regulations and this Agreement. This includes those files maintained at the employee's facility. Those records maintained by the Employer under a system of records pursuant to the Privacy Act shall be the only records kept on the employee. Where required by law, rule or regulations, any material which becomes a part of the employee's records shall bear the signature of the person originating the material. The employee shall be notified when FAA initiated material is placed in his/her eOPF. The employee shall be given copies of all FAA initiated material which is placed in his/her EPF. Copies of materials in other FAA files may be obtained in accordance with Section 10 of this Article.

**SECTION 2.** There shall be maintained only one eOPF and EPF for each employee in the bargaining unit. The eOPF and EPF shall be secured in a location consistent with applicable law and regulation. The employee and his/her designated representative are entitled to review his/her EPF, Medical, Security, Training folder or DOT/FAA file in the presence of a management official, provided access to that information is in accordance with the applicable provisions of the Privacy Act and other applicable law, rule, or regulation.

**SECTION 3.** Upon an employee's written request, a true and certified copy of his/her EPF, Medical, Security, Training folder, or other DOT/FAA file and its contents, shall be forwarded to the address as requested by the employee, except for material restricted by law, rule or regulation. This shall be in electronic format or hard copy. This shall normally be accomplished within thirty (30) calendar days of the receipt of the request, except when the folder is needed elsewhere for official Employer business. In those cases, the employee will be notified why the file was not available. The employee and/or, upon his/her written authorization, his/her Union representative, will be permitted to examine the employee's folder/files, on duty time, if otherwise in a duty status, as forwarded to the facility, in the presence of a management official.

**SECTION 4.** Within fourteen (14) calendar days of a request, the Employer shall provide duty/official time for employees and if requested by the employee, a Union representative, to view his/her eOPF/EPF, Medical, Security, Training folder, or other DOT/FAA file when available via the intranet. This Section will be granted independent of whether or not the employee has made a request pursuant to Section 3.

**SECTION 5.** Letters of Reprimand and documents related to them shall be retained in the eOPF for no more than two (2) years. If at the end of one (1) year it is decided that it is no longer warranted, the Reprimand and related documents shall be removed. In the event a Letter of Reprimand is ruled by appropriate authority to have been unjustly issued, the Reprimand and related documents shall be removed immediately and destroyed. Any reference to a Letter of Reprimand which has been expunged from the eOPF must be removed from any other record.

**SECTION 6.** Access to an employee's eOPF/EPF, Medical, and Security file(s) shall be granted to other persons only as authorized by law and OPM regulation. The Employer shall maintain a log of all persons, outside the Civil Aviation Security and Human Resource Management offices, who have accessed an employee's eOPF/EPF or Security file in the performance of their duties. If no such log currently exists, it will be generated and filed in the employee's eOPF/EPF or Security file at the time the first request for access to his/her file is received and granted. This includes those files maintained at the employee's place of employment except for personnel who routinely maintain the files. Upon written request, the employee shall be permitted to review the log and make a copy in the presence of a management official.

**SECTION 7.** An employee, pursuant to OPM regulations, may request that a record maintained by the Employer be corrected or amended if he/she believes the information is incorrect. The Employer will advise the employee within fifteen (15) calendar days of its determination concerning the employee's request. An employee who attempts unsuccessfully to correct or amend a record maintained by the Employer will be advised of the reasons for the refusal and may have a statement of disagreement placed in his/her folder.

**SECTION 8.** In accordance with 5 USC 552a, any disclosure of an employee's record, containing information about which the individual has filed a statement of disagreement, the Employer shall clearly note any portion of the record which is disputed and also provide copies of the employee's statement and, if appropriate, the Employer's reasons for not making the amendments.

**SECTION 9.** In the event an employee is the subject of a security investigation and such investigation produces a negative determination, any information or documents obtained and made a part of the Security file shall not be released or shared without the express written authorization of the employee, except pursuant to 5 USC 552a(b) and 5 CFR 297.401.

**SECTION 10.** Each employee, upon written request, and/or his/her designated representative upon written authorization, shall be allowed, in the presence of a management official, to copy information contained in the EPF, Medical, Security, Training folder or other DOT/FAA file, with the exception of records restricted by law or regulation.

## **ARTICLE 40: WORKPLACE ACCIDENTS, INJURY AND OCCUPATIONAL ILLNESS**

**SECTION 1. REPORTING AND INVESTIGATION.** Both parties agree to encourage all employees to report all accidents and injuries immediately, as required by applicable laws, guidelines, standards, rules and regulations.

The Employer will comply with applicable laws, guidelines, standards, rules and regulations concerning the reporting of accidents and injuries.

Employees will report all on-the-job injuries, regardless of their severity, as soon as possible after becoming aware of the injury. The injury should be reported to the immediate supervisor or designee.

The Employer will complete all accident/occupational illness/injury reports and subsequent investigations involving Bargaining Unit Employees (BUEs), and provide the completed forms to the Employer's Safety and Occupational Health specialist and the Union. The Employer will assist employees in completing required written reports in connection with job-related injuries or illnesses.

In the event of an on-the-job injury, the Employer will obtain and, as appropriate, provide emergency medical treatment and/or transportation to an appropriate medical facility. If a co-worker is asked to transport the employee, he/she will be in a duty status.

The Employer agrees to notify the Union, as soon as possible, of any reported accidents injuries, or occupational illnesses that involve BUEs. Consistent with the Privacy Act, such notification will include the name of bargaining unit employee, circumstances, and nature of occupational accident/illness/injury sustained by the employee. If authorized and upon request, the Employer will provide the Union with a copy of the completed forms and documentation.

The Union will be notified and given the opportunity to accompany the employee when any investigation is made of an occupational accident/illness/injury.

**SECTION 2. FEDERAL WORKER'S COMPENSATION – CONTINUATION OF PAY.** When an employee is injured in the performance of his or her duties, he/she will be informed by the Employer of the procedures for filing a claim for benefits under the Federal Employees' Compensation Act.

The Employer will supply the appropriate forms to the employee for completion.

The Employer will assist the employee in filing the applicable Workmen's Compensation forms.

An employee returning to work with a medical certificate verifying the employee is partially recovered and able to work with restrictions will be considered for light duty as provided by law.

## **ARTICLE 41: BARGAINING UNIT LISTING**

**SECTION 1.** Within thirty (30) calendar days of the approval of this agreement the Employer shall furnish to the Union, a listing by organizational unit, of the name, grade/band, series, title, and duty location of each employee covered by this Agreement. Thereafter, the Employer will furnish an update of the above information per the Union's request, but no more frequently than every 30 calendar days.

**SECTION 2.** The Employer shall notify the Union within thirty (30) calendar days whenever a bargaining unit employee is hired, transferred, promoted, reassigned, or has resigned, retired, or died.

## **ARTICLE 42: PROBATIONARY EMPLOYEES**

**SECTION 1.** A probationary employee is an employee who has not completed one (1) year of uninterrupted permanent Federal Civil Service. During this probationary period, the Parties encourage communication between the supervisor and the employee.

**SECTION 2.** The Union may represent probationary employees.

## **ARTICLE 43: WORK SPACE ALLOCATION**

**SECTION 1.** The Employer will provide appropriate workspace to Bargaining Unit Employees (BUEs).

## **ARTICLE 44: OFFICE RELOCATION EXPENSES**

**SECTION 1.** Reimbursement for moving expenses shall be the maximum extent permissible by the Federal Aviation Administration Travel Policy (FAATP) Chapter 302, Relocation Allowance dated October 15, 1998 and the Federal Travel Regulation (FTR], as amended.

## **ARTICLE 45: MID-TERM BARGAINING**

**SECTION 1.** It is agreed that personnel policies, practices and matters affecting working conditions, not expressly contained in this Agreement, shall not be changed by the Agency without prior notice to, and negotiation with, the Union in accordance with applicable law. The provisions of this Article apply to substance bargaining, if appropriate, procedures which the Agency will observe in exercising a management right, and/or appropriate arrangements for employees adversely affected by the exercise of a management right. Mid-Term Negotiations includes both interest based and position based negotiations. FMCS, FSIP, and interest arbitration services are also included in this category.

**SECTION 2.** Should the Agency propose a change described in Section 1, thirty (30) calendar days written notice of the proposed change shall be provided to the Union at the corresponding level, except where specifically authorized by this Agreement or otherwise agreed to by the Parties. It is agreed longer notice periods are in the best interest of the Parties and should be provided whenever feasible. The Union shall have up to fifteen (15) calendar days from receipt of the notice to request a meeting regarding the change. If the Union requests a meeting, the meeting will be held within ten (10) calendar days of the Union's request and the Parties will review the proposed changes. The Union may submit written proposals within thirty (30) calendar days of receipt of the original notice of the change(s). If the Union requests a meeting or submits written proposals, the Parties shall meet at a mutually agreeable time and place to conduct negotiations. The Parties agree that every effort shall be made to reach agreement as expeditiously as possible. If the Union does not request a meeting or submit written proposals within the prescribed time period, the Agency may implement the change as proposed.

**SECTION 3.** If the Parties are unable to resolve a dispute, they are free to pursue whatever course of action is available to them under the Federal Service Labor-Management Relations Statute or other relevant statutes/law. However, by mutual agreement, if the Parties at the local level are unable to reach an agreement, the issue may be escalated within ten (10) calendar days to the next highest organizational level, as identified in Appendix B. If, after a good faith effort, the Parties at the next highest organizational level are unable to reach an agreement, by mutual consent the issue may be escalated within ten (10) calendar days to the national level. Unless otherwise permitted by law or this Article, no changes will be implemented by the Agency until all negotiations have been completed including any impasse proceedings.

**SECTION 4.** The Union may initiate bargaining on personnel policies, practices, and matters affecting working conditions during the term of this Agreement on matters not expressly covered by this Agreement in accordance with the Federal Service Labor-Management Relations Statute. When the Agency has received a written proposal from the Union, if required, a meeting will be scheduled within fifteen (15) calendar days to review the Union's proposal. The Agency may submit written counter proposals within thirty (30) calendar days of the Union's proposal. The Parties shall meet at mutually agreeable times and places to conduct negotiations. If no agreement is reached, or the Agency fails to respond, the provisions of Section 3 of this Article shall apply.

**SECTION 5.** The Union, under this Article, will be authorized an equal number of representatives on official time for the conduct of negotiations in accordance with 5 USC 7131. The time limits under this Article may be extended by mutual agreement of the Parties.

**SECTION 6.** Nothing in this Article is intended to preclude the Parties from formulating ground rules for mid-term bargaining issues.

**SECTION 7.** The Parties agree that they will not assert, as a defense to a demand for bargaining over a proposed mid-term change in conditions of employment, that the proposed change is inseparably bound up with and thus plainly an aspect of a subject covered by this Agreement, but they may assert the first prong of the FLRA "covered by" doctrine that the matter is expressly contained in this Agreement.

**SECTION 8.** Except where the Parties have reached agreements and understandings during the course of the negotiations of this Agreement, upon the effective date of this Agreement, all memoranda of agreement, memoranda of understanding, past practices, and other written or oral agreements whether formal or informal, shall have no force or effect and shall not be binding on the Parties in any respect. Nothing in this Section shall be construed as a waiver of the Union's right to mid-term bargaining under this Article.

## **ARTICLE 46: NEPOTISM**

**SECTION 1.** The Employer recognizes that nepotism is not acceptable. Allegations of nepotism should be brought to the attention of the Employer. Employees who are unaware of the appropriate channel for filing a complaint may contact the Human Resources Management Office or the Union.

## **ARTICLE 47: HOUSEKEEPING**

**SECTION 1.** The Employer ensures that Bargaining Unit Employees (BUEs) will not normally be required to perform custodial clean up in their work areas or common use areas except for maintaining their work area for cleanliness.

## **ARTICLE 48: AGREEMENT DURATION**

**SECTION 1.** This Agreement shall remain in effect until December 31, 2015, and shall be automatically renewed for additional periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate this Agreement. The written notice must be given not more than one hundred eighty (180) calendar days and not less than one hundred fifty (150) calendar days preceding the expiration of this Agreement. Negotiations under this Article to amend the Agreement shall commence not later than thirty (30) calendar days after receipt of the written request. Government-wide regulations issued during the term of this Agreement shall become controlling at the time of extension if they are in conflict with this Agreement.

## ARTICLE 49: ALTERNATIVE DISPUTE RESOLUTION

**SECTION 1. PURPOSE.** The objective of the Alternative Dispute Resolution (ADR) is to provide employees with a mediation process that facilitates a quick, informal, and effective settlement of grievances.

**SECTION 2. POLICY.** ADR is purely voluntary - participation is open to all aggrieved Parties (employees, Union and Employer), who agree in writing to participate (Attachment A). Any issue may be considered for mediation. The Parties shall have a commitment to employee education on the mediation process.

**SECTION 3. PROCESS.** The Parties may elect to use the ADR process for employee grievances at any stage of the grievance process prior to arbitration, The ADR program may only be utilized once per bargaining unit employee grievance.

The Union or Employer may elect to use the ADR process after the grievance decision is issued or if no decision is issued.

Using this ADR process does not exclude the right to file a grievance under the negotiated grievance procedure or to file a statutory appeal.

ADR is confidential. The Parties will be advised that the content of the mediation discussion is confidential. All notes will be destroyed at the close of mediation. Each party will be given a copy of the ADR settlement agreement. The ADR settlement agreement will be maintained in the Labor Relations Staff, WJHTC grievance file. A copy will be given to the Union.

All agreements signed by the Parties are binding (see Attachment B),

**SECTION 4. PARTICIPANTS.** The participants will usually consist of the disputing Parties and a neutral ADR facilitator.

**SECTION 5. PROCEDURES.** Once the aggrieved Party determines they want to use the ADR process he or she will contact the Labor Relations Staff, WJHTC and/or the Union Representative. Within five (5) workdays the Labor Relations Staff, WJHTC or the Union Representative will inform all appropriate Parties of the aggrieved Party's desire to utilize the

ADR process. Within five (5) workdays the Labor Relations Staff, WJHTC or the Union Representative will contact the Federal Mediation and Conciliation Service to set up the initial mediation session. If needed, a second mediation session will be scheduled. If the dispute is resolved, a copy of the settlement agreement will be forwarded to the Labor Relations Staff, WJHTC and the Union. At this point, the grievance/ADR process will stop. If the dispute is not resolved, the formal grievance process may be utilized.

**ATTACHMENT A - AGREEMENT FOR ALTERNATIVE DISPUTE RESOLUTION**

I agree to enter this ADR meeting in good faith. I will sincerely attempt to resolve the dispute described below:

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I agree to cooperate with the ADR Facilitator assigned to this case, and give serious consideration to all suggestions made in regard to developing a solution to the problem. This process is confidential.

I understand that the ADR Facilitator assigned to this case will not be serving as an advocate. His/her sole function is to act as a neutral facilitator.

I agree that ADR sessions are confidential settlement negotiations and that all offers, promises, conduct, and statements, whether written or oral, made in the course of the proceedings are inadmissible in any formal proceedings regarding this dispute.

I also agree not to require the ADR Facilitator to testify or produce records, notes, or work products in any future proceedings and that no recordings or stenographic records will be made of the meetings.

Aggrieved Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Employer: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B - ALTERNATIVE DISPUTE RESOLUTION SETTLEMENT AGREEMENT**

In accordance with the Negotiated Alternative Dispute Resolution Agreement, we are satisfied that we have reached a fair and reasonable settlement as follows:

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The above is a binding agreement to the extent permitted by law and regulation. Settlement of the dispute is made with no blame or admission of guilt or wrongdoing by any party to the agreement. The Parties voluntarily enter into the settlement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Employee: \_\_\_\_\_

Employer: \_\_\_\_\_

## **ARTICLE 50: PAY**

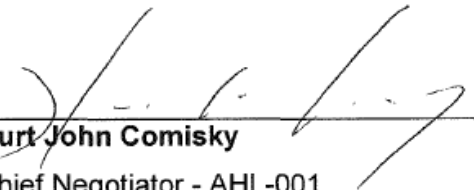
**SECTION 1.** The pay for Bargaining Unit Employees (BUEs) will be paid in accordance with 49 USC 40122, FAA Order 3550.14 Pay under the General Schedule, relevant Agency Policy, and this Agreement.

**SECTION 2.** Effective upon implementation of this Agreement, BUEs will receive a one-time payment of 5.0% of the employee's base pay.


**SIGNATURE PAGE**

The Chief Negotiators have agreed upon and signed this Agreement on the twelfth day of January 2012.

**For The Employer:**

  
\_\_\_\_\_  
**Kurt John Comisky**  
Chief Negotiator - AHL-001  
Office of Labor Management Relations

**For The Union:**

  
\_\_\_\_\_  
**Robert Challender**  
Chief Negotiator  
AFGE Local 200 Steward

**Employer Negotiators:**

Frannette Bourne  
Cheryl White  
Michael Ryan

**AFGE Local 200 Negotiators**

David King  
Joe Iovanisci  
Gary Baca  
William Heintzberger

This agreement between the Federal Aviation Administration and the American Federation of Government Employees, Local 200 is approved and effective Month DD, YYYY.

\_\_\_\_\_  
**Michael Huerta, Acting Administrator**  
Federal Aviation Administration

\_\_\_\_\_  
**David King, President**  
AFGE Local 200