

**LABOR - MANAGEMENT
AGREEMENT
BETWEEN**

**LOCAL #200
OF THE
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFL-CIO**

AND

**OPERATIONAL SUPPORT SERVICE
AT THE
FEDERAL AVIATION ADMINISTRATION
WILLIAM J. HUGHES TECHNICAL CENTER
ATLANTIC CITY, NEW JERSEY**

**Effective Date:
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ARTICLE 1

PREAMBLE AND PURPOSE

In accordance with provisions of the Civil Service Reform Act of 1978 and the Executive Order 12871, this agreement is made between Management of the Operational Support Service located at the Federal Aviation Administration, William J. Hughes Technical Center, Atlantic City, New Jersey, hereinafter referred to as the AEmployer@, and the American Federation of Government Employees Local 200, hereinafter referred to as the AUnion@. 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. Through this agreement, the parties establish a basic understanding relative to personnel policies and practices, employee working conditions, methods and means of performing the work, and any other negotiable matters. This agreement is also established as a means to assure amicable discussion and adjustment of matters of mutual interest. The Employer and the Union agree to cooperate in efforts to insure timely completion of work, improve the quality of workmanship, encourage ideas for improvement and cost reduction, prevent accidents, conserve materials and supplies, and promote the development of partnership among the Employer, the Union, and the employees.

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 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:

All non-professional employees of the Federal Aviation Administration, Operational Support Service (AOS), excluding all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112 (b), (2), (3), (4), (6) and (7).

ARTICLE 3

PARTNERSHIP

SECTION 1

The parties agree that they are obligated to bargain in good faith. As partners they will pursue solutions that promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee empowerment, and organizational performance, while also considering the legitimate concerns of both parties.

SECTION 2

It is recognized that this new relationship will require:

- a. The Union and Management to work as partners.
- b. Mutual agreement on training for management and Union personnel in alternative dispute resolution techniques, and interest-based bargaining techniques.
- c. Bargaining in good faith over the subjects set forth in 5 U.S.C. 7106(b) (1) while making a diligent effort to avoid disputes over negotiability due to conflicts with 5 U.S.C. 7106 (a), Management rights.
- d. Insuring a continuous flow of information between Management and the Union.
- e. Basing all decisions on consensus of the partnership council.

SECTION 3

The partnership council will strive to:

- a. Provide skill learning and career development for all employees.
- b. Recognize employees as valued assets and provide them with a quality work environment.
- c. Ensure open communication, mutual respect, and trust among employees and managers.
- d. Remove barriers to enhance productivity, promote flexible work processes, improve working conditions, and encourage continuous quality improvement.
- e. Provide joint Union-Management alternative dispute resolution training for all employees.

SECTION 4

The Partnership council shall be comprised of four (4) permanent members from the Union and four (4) permanent members from Management. Meetings will be held as prescribed by the council with any member having the option of calling special meetings, if the need arises.

SECTION 5

The first meeting of the council will establish the operating ground rules on how consensus

will be reached on issues and what issues are appropriate for council discussion; recognizing that all issues may be appropriate. The parties agree to attend partnership training together.

ARTICLE 4

EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1

Employees have the right to bring work-related matters to the attention of their immediate supervisor, individually, or through the Union.

SECTION 2

Each employee is accountable to the Employer for performance of assigned duties and compliance with government wide rules and regulations. Within this context, the Employer affirms the right to employees to conduct their private lives, provided such conduct does not adversely affect the confidence of the public and the integrity of the government.

SECTION 3

The Union and the Employer agree that employees will:

- a. conscientiously 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 supervisors and fellow employees.
- d. cooperate in and promote programs designed to improve work methods and conditions.

SECTION 4

Employees shall have the right, freely and without fear of penalty or reprisal, to form, join and assist a labor organization or to refrain from such activity. The right to assist the Union extends to participation in the management of the local and acting for the local in the capacity of a Union representative, including the presentation of its views to officials of the Executive Branch of the Government, the Congress, or other appropriate authorities. The Employer and the Union agree to apprise the employees of their rights under this section. The parties agree that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the local.

SECTION 5

Upon request of the employee, a representative of the Union shall have the 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 investigation will be delayed, to permit the presence of a Union representative.

SECTION 6

If an employee desires consultation with a Union representative during working hours, he or she will check with their immediate supervisor prior to leaving the work-site. The supervisor 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 supervisor 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 working hours. When a supervisor denies a request after 24 working hours have elapsed, they will put forth their reasons in writing.

SECTION 7

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

ARTICLE 5

SENIORITY

SECTION 1

The Employer will establish and maintain a seniority roster of bargaining unit employees based upon the last Entry-On-Duty (EOD) in the Operational Support Service at the Federal Aviation Administration William J. Hughes Technical Center and, if needed, the employees service computation date.

SECTION 2

Throughout this Agreement, references to seniority are governed by Section 1 of above.

SECTION 3

If there are no volunteers, reverse seniority will be used.

ARTICLE 6

HOURS OF WORK

SECTION 1

The parties agree that the objectives in AWS (Alternate Work Schedules) are to allow employees the opportunity to improve their job satisfaction and quality of work life, and to provide AOS the opportunity to improve the efficiency of operations and productivity of employees, to enhance personnel recruitment and retention, and to reduce absenteeism and overtime expenses, while supporting the mission.

SECTION 2

The normal business hours for AOS employees will continue to be 8:00 A.M. to 4:30 P.M. during the administrative work week (Monday through Friday).

The use of AWS is authorized in accordance with this Article and governing laws, rules and regulations.

For the purpose of this Article, AWS includes only the following options:

1. Flexible Work Schedule, consisting of ten 8-hour work days, exclusive of the lunch period, during the normal administrative work week over a biweekly pay period.
2. 4-10 Schedule, consisting of four 10- hour work days, exclusive of the lunch period, with pre-established fixed hours, and one non-work day during the administrative work week.
3. 5/4/9 Schedule, consisting of eight 9-hour work days and one 8-hour workday, exclusive of the lunch period, with pre-established fixed hours, and one non-work day during the normal administrative work week over a bi-weekly pay period.

SECTION 3

Participation in the 4-10 or 5/4/9 AWS options shall be voluntary for full time bargaining unit employees. It is agreed that the Employer may exclude groups of bargaining unit employees 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 4

Employees opting to work one of the AWS schedules noted above will submit a written request to their supervisor stating their desired work schedule, including their desired starting and ending hours and Regular Day Off (RDO). New employees may submit their written requests for AWS after thirty (30) calendar days following entrance on duty.

SECTION 5

Supervisors will make every effort to comply with an employee's selection of an AWS schedule. Employees will not be discriminated against or otherwise adversely affected by their selection of any AWS option.

SECTION 6

Supervisors will approve or disapprove individual AWS requests in writing within fifteen (15) calendar days after receipt of the employee's request. Approved requests will be implemented the first full bi-weekly pay period after approval by the supervisor. Minor problems with AWS requests (e.g., scheduling conflicts) may be resolved informally between the supervisor and the affected employee(s). If a supervisor disapproves an AWS request, he/she will provide the employee with a written explanation as to the reason(s) for the disapproval. Disagreements concerning the disapproval of an AWS schedule may be resolved through the negotiated grievance procedure.

SECTION 7

Employees will be required to remain on the approved AWS schedule for a minimum of four (4) pay periods. Requests by employees to change their current AWS schedule must be submitted in writing to the supervisor for approval. Once approved, employees must remain on the changed AWS schedule for a minimum of four (4) pay periods. Upon request by an employee, supervisors may waive the four (4) pay period requirement for good cause.

SECTION 8

Supervisors may temporarily change an employee's AWS schedule to a basic eight (8) hour per day schedule (7:30 A.M. to 4:00 P.M.; 8:00 A.M. to 4:30 P.M.) when required to do so for such purposes as official travel or training, or other operational requirements. The employee may revert to his/her previous AWS schedule immediately following completion of such temporary functions, whenever possible, or at the beginning of the following pay period.

SECTION 9

An employee on detail or reassignment will adhere to the tour of duty of the organizational segment to which he/she is temporarily assigned, unless approval of the employee's AWS schedule is granted by the supervisor to whom the employee is detailed or reassigned.

SECTION 10

Employees working an AWS schedule who are being disciplined for misconduct will be placed on a normal eight (8) work day during the pay period while serving a suspension. Employees working an AWS schedule who are undergoing a performance improvement plan, at the election of the supervisor, may be placed on a normal eight (8) hour work day while in this status.

SECTION 11

When the Employer intends to change a bargaining unit employee's alternate work schedule for two (2) or more pay periods, the Employer will provide reasonable advance notice to the Union.

SECTION 12

Employees working any AWS schedule may not begin their normal work shift before 6:00 A. M. nor after 6:00 P. M.

SECTION 13

Core hours for all employees will be 9:00 A. M. to 3:30 P. M. Employees are required to take their lunch period during the work day, regardless of their AWS schedule. The lunch period may not be taken at the beginning or end of the workday to allow an employee to arrive late or leave early without charge to leave.

SECTION 14

Starting times for employees in any AWS option should normally remain constant each day. However, a variation of 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 work day.

Employees working an eight (8) hour day may not start work earlier than 7:00 A. M. or later than 9:00 A. M.

SECTION 15

The policies and procedures for requesting and granting annual and sick leave will remain the same, except that the amount of leave taken for an entire work day will be recorded as eight (8) hours for a regularly scheduled eight hour work day, nine (9) hours for a regularly scheduled nine (9) work day and ten (10) hours for a regularly scheduled ten (10) hour work day.

SECTION 16

As provided by governing laws and regulations, the number of hours credited for a holiday will be determined by the employee's AWS schedule. If a holiday falls on an employee's eight (8) hour work day, it will be recorded as eight (8) hours; if the holiday falls on an employee's nine (9) hour day, it will be recorded as nine (9) hours; if the holiday falls on an employee's ten (10) hour work day, it will be recorded as ten (10) hours. Consistent with governing laws and regulations, the same procedures also will apply to situations involving full work days for jury duty, court leave, administrative leave, etc.

SECTION 17

When a holiday falls on an employee's scheduled regular day off (RDO) under the 4-10 or 5/4/9 AWS schedules, the holiday will be changed as follows:

A. If the federal holiday falls on a Sunday, the employee will get his/her next regularly scheduled work day off. (For example, if the employee's RDO is Monday, and a holiday falls on a Sunday, Monday remains as the RDO and Tuesday is the "in-lieu-of" holiday.)

B. If the federal holiday falls on any other day, the employee's holiday will be on his/her preceding regularly scheduled work day. (For example, if the employee's RDO is Monday, and a holiday falls on Monday, Monday is still counted as the RDO and the preceding Friday is the in-lieu-of" holiday. If the holiday and RDO both are on Tuesday, Tuesday is the RDO and the preceding Monday is considered the employee's holiday.)

ARTICLE 7

ABSENCE AND LEAVE

SECTION 1 ABSENCE WITHOUT LEAVE

Absence without leave (AWOL) is an absence from duty which is not authorized.

SECTION 2 ADVANCE SICK LEAVE

In cases of serious disability or illness, reasonable attempts will be made to afford an employee advanced sick leave, up to a maximum of thirty (30) 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.

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 leave or leave without pay based on illness or injury must furnish a medical certificate for absences of more than three work days. If a physician or practitioner was not consulted, a signed SF-71 from the employee giving the facts about the absence, the treatment used, and reasons 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. In situations where there is reason to believe that an employee is abusing sick leave, the employee will be informed of suspected sick leave abuse and will be given an opportunity to discuss suspected leave abuse with their immediate supervisor prior to initiation of leave restrictions. The determination that sick leave abuse exists will be made after review of all pertinent records. The requirement for sick leave certification will be given to the employee in writing and will be reviewed

and/or removed, at any time up to six months of the delivery of such notice.

D. Employee requests for advanced sick leave will be considered in accordance with criteria set forth in existing agency regulations.

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. An approved absence which would otherwise be chargeable to sick leave may be charged to annual leave, if requested by the employee and approved by the Employer. However, annual leave may not be substituted for sick leave on a retroactive basis solely for the purpose of avoiding a forfeiture of annual leave at the end of the year, unless specifically authorized by law or regulation.

B. Employees will submit a tentative request for annual leave on, or before, the first of February each year. 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.

a. 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:

(1) Timely submission of requests for annual leave.

(a) employees who have submitted annual leave requests for the year prior to February 1 will be given consideration ahead of those who have submitted their annual leave requests for the year after February 1.

(b) after February 1, employees who request changes or additions to their annual leave will be given priority based on the date of submission of such request.

(2) Seniority.

C. 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 with as much advance notice as possible. The leave approving supervisor 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 grandparents) any employee covered by this agreement will be granted leave of up to three consecutive days. Annual leave for this circumstance will take priority

over any other leave covered in this article. If the employee has no annual leave or insufficient leave to their credit, the approving authority may advance annual leave to the employee holding permanent status to cover the above periods. Employees 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

Employees may be granted leave without pay at their request when approved by the Employer. It may be granted whether or not the employees have 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

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 new born child while she is incapacitated for maternity reasons.

SECTION 8

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 SERVICES

A. Employees who participate in community emergency volunteer services must inform their supervisor of their outside activities. Employees involved in fire fighting, emergency/rescue, emergency medical technician, and search and protective work during non-duty hours, and it affects the employees 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

Employee's 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 to leave.

B. Excused absences are authorized on an individual basis, except where, within the discretion of the Director, all or part of the installation is closed due to interruption of normal operations caused by events 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:

- (1) summoned to perform jury duty;
- (2) 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;
- (3) employees will be excused from duty to appear before an appeals board;
- (4) employee's absence because of illness resulting from administratively required vaccinations or immunizations will be excused provided the administering medical officer certifies to the necessity for such absence;
- (5) employee's 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, re-enlistment or introduction into the armed forces, when a request is supported by official notice from military authorities;
- (6) 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.

ARTICLE 8

OVERTIME

SECTION 1

Those hours worked outside the basic work hours will be compensated for and administered in accordance with law, rule, and regulation.

SECTION 2

The parties recognize Management's right to direct and approve overtime work. Unless an employee elects to take compensatory time in lieu of overtime pay, overtime pay shall be awarded.

SECTION 3

Overtime work will be assigned fairly and equitably among qualified employees. Overtime shall not be distributed or withheld as a reward or a penalty.

SECTION 4

The Employer agrees that when an employee is called back to perform unscheduled overtime duty, which is not continuous with his/her regular shift, they shall be paid a minimum of two (2) hours overtime regardless of the time actually worked.

ARTICLE 9

FACILITIES AND SERVICES

SECTION 1

The parties agree the intention of this agreement is to provide the Union with the means to perform administrative functions and communicate with the Employer on and off the Technical Center. It provides for reasonable office space, facilities, and equipment.

SECTION 2

The Employer agrees to provide adequate space for official meetings of the local during non-duty hours. When available, the Employer agrees to allow the Union to schedule conference rooms for sensitive Union/employee discussions. The Employer also 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 agrees to allow Union officials/stewards use of the government phone system for official Labor

Relations. The Employer agrees to provide reasonable advance notice before requiring the Union to relocate. All relocation expenses shall be the responsibility of the Employer and every effort shall be made to provide minimum disruption to Union operations, including the use of temporary facilities.

SECTION 3

The Employer agrees to provide bulletin boards in the primary duty areas of the bargaining unit employees 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 good taste by the Union. 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 4

The Employer agrees to provide the Union with the use of electronic bulletin board on the AOS LAN. The electronic bulletin board shall only be for the use of Union officials/stewards to disseminate information of general interest to the employees. The Union agrees to maintain the electronic bulletin board in good taste and will bring any violations to the attention of the Employer. The Employer agrees to promptly remedy any violations.

SECTION 5

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

SECTION 6

Employer furnished equipment shall remain the property of the Employer and shall 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 shall 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 7

The Employer agrees to furnish a copy of this agreement to each employee in the unit. A copy of this agreement will also be furnished to each new employee upon reporting for duty.

ARTICLE 10

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 Officer 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

Union officials/stewards shall be granted, on request, 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 WJH 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 the denial.

ARTICLE 11

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1

The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, race, color, religion, physical or mental handicap, sex, or national origin, and to promote the full realization of equal employment opportunity through a continuing affirmative program.

SECTION 2

The Employer will continue to make every reasonable effort to eliminate any form of prejudice or discrimination because of age, race, color, religion, sex, physical or mental handicap, or national origin, in connection with employment policies, practices and working conditions within the unit, including the taking of corrective action against employees who engage in discriminatory practices.

ARTICLE 12

EMPLOYEE TRAINING AND DEVELOPMENT

SECTION 1

The Employer will provide and pay for training, if required, for employees 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 unit.

ARTICLE 13

POSITION CLASSIFICATION/DESCRIPTION

SECTION 1

The Employer agrees that positions shall be classified based on the duties and responsibilities assigned and the qualifications required to do the work. The Employer also agrees to maintain position descriptions which accurately reflect the major duties and responsibilities assigned to bargaining unit members.

SECTION 2

Position descriptions will be standardized for bargaining unit employees who are performing identical duties and responsibilities. The Employer also agrees to provide each employee with a copy of their position description upon appointment, position change, or a change in the position description. Each employee is responsible for retaining a copy of their current position description.

SECTION 3

When an employee believes a significant major duty is not included in their position description, the employee should discuss the duty with their supervisor for the purpose of determining whether the duty will be included in their position description. This is not to be construed that an employee is refusing to perform duties which are not included in the position description.

SECTION 4

The Employer agrees to notify the Union regarding the use of any job/classification surveys, job sampling techniques, and desk audits affecting bargaining unit employees.

ARTICLE 14

HIGHER GRADED WORK

The AFGE/AOS Partnership Council will recognize employees who perform higher graded work and will, through the consensus decision making process adequately reward such work.

ARTICLE 15

PROMOTIONS

SECTION 1

The Employer agrees that all promotions in the bargaining unit will be made on the basis of merit and that such actions will conform to the provisions of the FAA Merit Promotion Plan and applicable provisions of the law.

SECTION 2

Job vacancy announcements covering the bargaining unit will be posted for ten (10) work days preceding the closing date of the announcement. Whenever possible, notices of vacancies received by the Employer for positions outside the bargaining unit will also be posted for a period of ten (10) work days preceding the closing date of the announcement. Vacancy announcements will be posted on all official AOS bulletin boards, including the electronic bulletin board.

SECTION 3

The parties agree that it is the responsibility of the employees to periodically update their official personnel folders to reflect their current experience and training.

SECTION 4

Bargaining unit employees will be granted reasonable duty time for scheduled interviews in connection with Federal promotion announcements at the William J. Hughes Technical Center.

SECTION 5

The parties agree that candidates for promotion shall be informed, upon request, whether they were qualified for the position and whether they were in the group from which selection was made.

SECTION 6

It is agreed that non-selection for promotion from among a group of properly ranked and certified candidates is not grievable. The procedures utilized are grievable.

SECTION 7

It is further agreed that an action terminating a temporary promotion in accordance with current regulations is not grievable.

SECTION 8

The Employer further agrees to provide, upon individual request, appropriate counseling and guidance to an employee rated ineligible, or not selected for promotion, as to how they may avail themselves of opportunities for self-improvement in order to enhance their career.

ARTICLE 16

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. The parties will continue to support and participate in the collateral duty safety program 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 working conditions observed in their work area. The supervisor, and or the Union, will investigate, and if warranted, promptly take appropriate action to correct the unsafe condition.

SECTION 3

In accordance with OSHA standards, and when necessary, the Employer will furnish at no cost to the employee, any items of protective equipment or clothing required to safely perform their assigned 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 agency requirements. The Employer will ensure the incident is properly documented on approved forms.

ARTICLE 17

CONTRACTING OUT

The parties agree, pursuant to the AFGE/AOS Partnership Agreement, to meet regularly on subjects that may affect the economical and efficient methods of performing the organizations work, and to satisfy the customer's requirements.

ARTICLE 18

REDUCTION IN FORCE

SECTION 1

The parties agree, that pursuant to the AFGE/AOS Partnership Agreement, all decisions for a reduction-in-force, reorganization, transfer-of-function or re-engineering of bargaining unit employee positions, will be made through the consensus decision making process.

The parties recognize there will be times when they cannot come to an agreement by the consensus decision making process. Therefore, the parties will turn to the collective bargaining agreement or applicable Statutory provisions to resolve their differences.

ARTICLE 19

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1

A. A disciplinary action for the purpose of the article is defined as a formal written reprimand or a suspension from employment for 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 14 days or a furlough without pay for thirty (30) 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 shall be notified of the subject matter in advance. The employee shall also be notified of their right to be accompanied by a Union representative, if they so desire, and shall 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 shall 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 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 will 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 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 shall 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, will include statements of witnesses, documents, and any investigative reports or extracts therefrom, and 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. 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 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 20

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 procedure shall be the exclusive procedure available to the Employer, the Union, and the employees in the bargaining unit for resolving such grievances except as provided in Section 7 & 8 of this Article.

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 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 Act, 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-arbitrable, the original grievance shall be considered amended to include this issue. The Employer and the Union agree to raise any question of grievability or arbitrability of a grievance with the written decision in step 2 of the grievance procedure. All disputes of grievability or arbitrability shall 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 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 fifteen (15) 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 Officer. 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 fifteen (15) 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 appropriated, 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 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 fifteen (15) 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 21

ARBITRATION

If the Union and the Employer are unable to settle any grievance, either party may within thirty 30 calendar days invoke arbitration.

a. 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.

b. Within seven (7) calendar days of receipt of the list, 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.

c. The grievance shall be heard by the arbitrator as promptly as practicable and at a mutually agreeable date. Arbitration hearings will be held at the work location of the grievant or as mutually agreed to by the parties.

d. The parties will exchange lists of witnesses to be called, at least 15 days prior to the opening of the hearing. Witnesses will be allowed a reasonable amount of official time to prepare their testimony.

e. 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.

f. The arbitrator shall be requested to render a written decision within thirty (30) calendar days after the conclusion of the hearing.

g. The fees and expenses of the arbitrator shall be borne equally by the parties.

h. 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.

i. Disputes between the parties over the application of the arbitrator's award shall be returned for clarification.

j. 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.

k. The arbitrator shall follow precedents established by the Merit Systems Protection Board (MSPB) in considering the award of attorney fees.

ARTICLE 22

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 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 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 section AA@ thereof 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, FAA Technical Center, Human Resource Management Branch, ACT-10, (referred to as the LR Staff) 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.

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 five (5) workdays after receipt by the LR Staff.

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 Officer 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 Unit, if the Union loses exclusive recognition for the 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 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 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 LR Staff 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 LR Staff currently informed as to the name, title, and address of the Union official authorized to receive the amount due the Union. The LR Staff 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 LR Staff. 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 LR Staff, 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 LR Staff 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 23

PERFORMANCE APPRAISALS

Personnel performance appraisals shall be based on a two tier rating system.

ARTICLE 24

FAA ACADEMY TRAINING TRAVEL

SECTION 1

Bargaining unit employees requiring training at the FAA Academy, creates an unusual situation not experienced by other travelers. The employer therefore agrees that when an employee is issued a travel order to attend the FAA Academy for courses more than fifteen (15) class days, the employee shall be authorized to travel by privately owned vehicle (POV). Such travel shall be deemed to be advantageous to the government. Privately owned vehicle travel expenses to and from the Academy shall be paid at the rate applicable to such travel as prescribed by agency wide directives. Payment for local mileage is not authorized.

SECTION 2

An employee otherwise entitled to POV under Section 1 of this Article, may elect to use common air carrier for travel to and from the Academy, and use of a rental vehicle on a flat-rate basis while at the Academy. No extra charge for miles driven will be paid. Allowable reimbursement shall not exceed authorized mileage and per diem expenses which would have been incurred had the employee traveled by POV to and from the Academy. Such travel shall be deemed to be advantageous to the Government. Rental cars shall be obtained from the GSA supply contract when practicable. The cost of common air carrier, plus rental car costs, may not exceed the constructive cost of POV.

SECTION 3

To the maximum extent practicable, the FAA shall schedule the time to be spent by an employee in a travel status away from their official duty station within the regularly scheduled workweek of the employee. When travel must be accomplished outside of the employee's regularly scheduled tour of duty, and the employee cannot be compensated, the Employer shall record their reasons for scheduling travel during non-duty hours and shall furnish a copy to the employee upon their request. Employees will be compensated for any travel that is compensable under agency wide directives.

SECTION 4

The Employer will 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

All travel and per diem to the FAA Academy will be administered uniformly in accordance with nationally developed regulations and the provisions of this agreement and will not be locally supplemented. The authorized per diem allowance for an employee attending the Academy shall not be reduced unless the employee is scheduled to attend a course longer than fifteen (15) class days. When the employee attends a course longer than fifteen (15) class days, the per diem rate shall be

reduced on a lodging plus basis with MI&E set at the GSA established rate.

SECTION 6

The Employer has determined that a unit employee's efficiency and productivity will be enhanced if permitted to return to their home during extended FAA Academy or out-of-agency technical training. Therefore, an employee attending a course, or consecutive courses, of more than sixty (60) calendar class days shall be allowed one round trip to their home station during that period. The travel must be accomplished during the employee's regularly scheduled off duty time and may not be taken in conjunction with annual or sick leave. Subsequent travel will be allowed in the same fashion for every additional sixty (60) calendar days of the same temporary duty assignment.

SECTION 7

The Employer recognizes the need for local transportation for employees assigned to out of agency technical training, therefore, the use of a rental car at the training site will be authorized where appropriate. Rental cars shall be obtained from the GSA Supply Contract when practicable.

ARTICLE 25

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 are adversely affected as a result of 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 will 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 26

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 administer the EAP in accordance with applicable Agency 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.

SECTION 4

The Employer agrees to provide a copy of each new EAP contract to the Union upon its renewal.

ARTICLE 27

DURATION

SECTION 1

This agreement shall become effective at 0001 hours on August 20, 1996, provided this agreement has been approved by the Administrator, FAA, or his designee and shall remain in full force and effect until midnight, August 19, 1999. Whereupon, it shall automatically renew itself for additional periods of one year unless either Party gives written notice to the other Party to amend or terminate the agreement. Written notice to amend or terminate the agreement must be given not more than one hundred five (105) or less than sixty (60) calendar days preceding the expiration date of this agreement. Negotiations shall normally begin not later than sixty (60) calendar days after receipt of written request. If negotiations are not concluded prior to the expiration date, this agreement shall be extended to the date of approval of the new agreement. In the event negotiations are concluded prior to the termination of this agreement, it shall be automatically extended until the new agreement is approved by the agency. It is understood that published agency policies and regulations current at the time of automatic renewal or extension shall then become controlling in the event of conflict or incompatibility with the provisions of the agreement. It is further agreed that this agreement shall terminate if the Union is no longer entitled to exclusive recognition under Title 5, U.S.C. Chapter 71, Labor-Management Relations Statute.

SECTION 2

Either Party, if desired, may reopen up to three (3) contract articles prior to each anniversary date. The Parties must give written notice to the other not more than sixty (60) days nor less than thirty (30) days prior to the anniversary date. The notice shall contain the number and title of the article(s). Negotiations will start within thirty (30) days prior to the anniversary date.

In witness whereof, the Parties have signed this Agreement this nineteenth day of August, 1996.

For The Employer:

For The Union:

Alan H. Cannizzaro
Chief Negotiator
The William J. Hughes
Technical Center

Vincent R. Castellano, Sr.
Chief Negotiator
AFGE National Representative

Representative Negotiators

Frannette Bourne
Raymond Long
Carl Mittelhauser
Brian Riehle
Edward Schuman, Sr.

AFGE Local 200 Negotiators

John Gonzales
Robert Korsak
Gloria Quigg
Diane Schuman
Roger Sherry

Approved: Federal Aviation Administration

Date