

AGREEMENT

Between the

**PROFESSIONAL ASSOCIATION OF
AERONAUTICAL CENTER EMPLOYEES**



and



NAS TECHNICAL SERVICES

FEDERAL AVIATION ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Effective October 1, 2004

**NAS TECHNICAL SERVICES DIVISION
POLICY AND PROCEDURES**

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ARTICLE 1

PARTIES TO THE AGREEMENT

SECTION 1. This Agreement is made under the authority of Title VII of the Civil Service Reform Act of 1978 and is entered into by and between the Professional Association of Aeronautical Center Employees, hereinafter referred to as the Union, and the NAS Technical Services Division, Mike Monroney Aeronautical Center, Federal Aviation Administration, Department of Transportation, hereinafter referred to as the Employer.

SECTION 2. In the administration of this Agreement, the Employer is identified as any element of Management who exercises direct or indirect supervision over employees in the Units recognized in Article 4. This includes, but is not limited to, the following officials or their designees: Division Manager, and other managers/supervisors. The Union includes, but is not limited to, the following officials or their designees: President, Vice President, Secretary, Treasurer; Members of the Board of Directors; and Union Representatives. Collectively, the Employer and the Union shall be known as the Parties.

ARTICLE 2

EMPLOYER RIGHTS

SECTION 1. Subject to section 2 of this Article, nothing in this agreement shall affect the authority of any management official of the FAA-

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. In accordance with applicable laws-
 - (1) To hire, assign direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in career level or pay, or take other disciplinary action against such employees;
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - (3) With respect to filling positions, to make selections for appointments from –
 - (a) Among properly ranked and certified candidates for promotion; or
 - (b) Any other appropriate source; and
 - (4) To take whatever actions may be necessary to carry out the agency's mission during emergencies.

SECTION 2. Nothing in this Article shall preclude any agency and labor organization from negotiating-

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

ARTICLE 3

EMPLOYEE RIGHTS

SECTION 1. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization or to pay any monies or dues to a labor organization except pursuant to a voluntary written authorization by a member for the payment of such dues through payroll deductions.

SECTION 2. Each employee in the Unit has the right, freely and without fear of penalty or reprisal to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. No supervisor or other Management official shall interfere, restrain, coerce, or discriminate in any way either to encourage or discourage membership in a labor organization.

SECTION 3. It is agreed that any employee in the Unit has the right, regardless of Union membership, to exercise grievance or appellate rights established by law or regulations and to represent himself/herself or choose his/her own representative in a grievance under agency procedure or appellate action under agency and/or Office of Personnel Management procedures.

SECTION 4. The rights described in this Article do not extend to participation in the management of a labor organization or acting as a representative of such an organization by an employee of the Unit when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

SECTION 5. Nothing in this Agreement shall alter the individual rights of any employee accorded by law and regulation of appropriate authority and such employee shall be protected in the exercise of these rights.

SECTION 6. The Parties agree that each employee has the right to present a grievance or any other matter of concern to the Employer, or to present information relating to such matters and to select an appropriate representative when representation is authorized without fear of restraint, coercion, discrimination, intimidation, or reprisal by either Party.

SECTION 7. The Parties agree that employees have the responsibility to consider the impact of their off-duty conduct on the FAA. An employee's off-duty conduct shall not result in disciplinary action, unless such conduct adversely affects his/her effectiveness as an employee or the public's confidence in the FAA.

SECTION 8. The Employer recognizes the right of a Union recognized representative to express the views of the Union provided they are identified as Union views.

SECTION 9. The Employer may search packages, briefcases, and other containers in the immediate possession of employees, the employee's locker and/or desk upon reasonable and probable cause or because of operational conditions. Any such search shall be made in the presence of the employee if the employee is reasonably available.

SECTION 10. No employee shall have disciplinary action taken against him/her because of an infrequent debt complaint, unless it is established that the employee's non-payment of a just debt:

- a. has or will have a harmful effect on the performance of his/her duties, or
- b. interferes with the ability of the Employer to perform its assigned mission, or
- c. reflects poorly on the Agency, or
- d. is in conflict with the FAA Conduct and Discipline policy regarding meeting financial obligations.

The Employer shall not assist a creditor or process server in any manner, except as required by law.

SECTION 11. Both Parties recognize that maintaining family integrity is desirable. In those instances when an employee's spouse holds a position in another FAA facility, he/she may apply for reassignment to an equal/lower position through internal placement procedures for vacancies at or near the employee's location. The Employer will provide consideration to the spouse for ingrade/downgrade reassignment through agency procedures. The Employer retains the right to fill vacancies from other available sources. In that such moves are primarily for the convenience or benefit of the employee, additional travel and transportation costs shall not be allowed for the spouse beyond those he/she would be entitled to as a family member.

SECTION 12. The Employer shall not take any personnel action against any employee or fail or refuse to effect, in a timely manner, any personnel action related to any employee as a reprisal for the employee's disclosure of information which the employee reasonably believes indicates a violation of any law, rule, regulation, mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to the public health or safety.

SECTION 13. In the performance of his/her official duties, or when acting within the scope of his/her employment, the employee is entitled to all protections of the Federal Employees Liability Reform and Tort Compensation Act of 1988, (P.L. 100-694) regarding personal liability for damages, loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of the employee.

SECTION 14. Any bargaining unit employee assigned by the Employer to attend any meetings scheduled by the Employer away from the facility shall be entitled to duty time, travel and per diem allowances, if applicable.

SECTION 15. There shall be no prohibition on the approval of an employee's LWOP request based solely on the employee having other types of leave accrued.

ARTICLE 4

RECOGNITION AND UNION REPRESENTATIVES

SECTION 1. The Employer pursuant to the certification issued in FLRA case number DA-RP-00004, recognizes the Union as the exclusive representative of the following employees:

Included: All nonprofessional employees in the National Airspace Systems, Technical Services Division (AMA-900) at the Mike Monroney Aeronautical Center, Federal Aviation Administration, Oklahoma City, Oklahoma,

Excluded: All management officials, supervisors, and professional employees, temporary employees and all employees as described in 5 U.S.C. 7112(b), (3), (4), (6), and (7).

SECTION 2. The Employer agrees to recognize the Union officers and duly designated representatives and shall be kept advised in writing by the Union of the names of its officers and representatives.

SECTION 3. An adequate number of Union representatives not to exceed one (1) per branch shall be designated so that each employee in the bargaining Unit shall have reasonable access to a representative. In cases where an organizational element has a number of bargaining unit members that cannot be adequately represented or where those Bargaining Unit Employees are separated by location (different) buildings, the parties may jointly agree to specify more representatives. The Union shall notify the Employer in writing of the names and organizational location of the designated representatives and shall promptly inform the Employer of any changes in representatives.

SECTION 4. When a Union representative is detailed to a supervisory position, he/she shall be required to name his/her designee to act in his/her place as a Union representative. When other qualified employees are available, the principal elected representative or his/her designee shall not be required to perform supervisory duties.

SECTION 5. The Union President or his/her designee shall be granted annual leave or leave without pay at his/her option to attend Union business meetings. In the event of an operational condition, the Parties shall resolve the issue.

SECTION 6. Union representatives or their designees shall be granted excused absence, operational conditions permitting, to receive information, briefings, or orientation by the Union and Employer relating to the Federal Labor Relations Program. Such meetings may be held locally, regionally, or nationally. The Union shall submit a schedule/agenda for meetings under this Article to the appropriate official.

SECTION 7. Union representatives may distribute Union literature to employees in non-work areas, during the non-work time of the employees and the Union representatives.

SECTION 8. The Union President or his/her designee shall be allowed official time, up to 60 minutes, for Union orientation of new employees to explain the role and responsibilities of the Union. This Union orientation shall normally be done in conjunction with the Aeronautical Center orientation. The Employer shall notify the Union representative, at the appropriate division level, whenever an employee is hired or reassigned into a position covered by this agreement. Such notification shall normally be made within one week after the employee reports for duty.

SECTION 9. The Employer shall furnish to the Union, **quarterly**, a listing of employees covered by this Agreement. This list shall include the name, title, grade and current routing symbol of each employee. The Employer shall, upon request of the Union President, furnish the Union additional listings, which shall include the name, title grade and current routing symbol of each employee covered by this Agreement.

SECTION 10. Union representatives shall be granted a reasonable amount of official time to receive training in the areas of contract administration, grievance processing, unfair labor practices, and other labor-management relations initiatives such as "Partnerships". The Employer shall endeavor to furnish facilities for the conduct of such training.

SECTION 11. The Parties recognize the rights of the employees, the Union as their exclusive representative, and Management; as set forth in this Agreement and Public Law 95-454.

SECTION 12. During meetings with FAA Managers, the Union shall be afforded representatives in equal numbers. When meeting/conducting negotiations, designated Union representatives will be on official time, if otherwise in a duty status.

SECTION 13. The Union representatives specified in the above Sections of this Article are the only individuals authorized to represent the Union in dealings with FAA officials at the respective levels specified in this Article. Management/Union officials shall not meet/deal with any other Management/Union official, other than the designated Management/Union official at their respective level, unless otherwise agreed to by the Management/Union.

SECTION 14. The principal Division Representative and/or his/her designee shall be granted annual leave, leave without pay (LWOP), compensatory time, or the use of credit hours at his/her option to attend Union activities, unless operational conditions do not permit.

SECTION 15. Representatives shall be granted official time to receive orientation on the meaning of Articles of this Agreement.

ARTICLE 5

EMPLOYEE REPRESENTATION

SECTION 1. The Union shall be given the opportunity to be represented at any examination of a bargaining Unit employee by a representative of the agency, including DOT/FAA security agents and agents of the Inspector General, 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.

The Employer shall annually inform its employees of these rights.

SECTION 2. An employee who is identified as a subject of an investigation by Civil Aviation Security Division (AMC-700) shall be informed at the time any statement is taken by an Investigator that the completion of a sworn statement is a serious matter and that the investigation could lead to further Management action.

SECTION 3. 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 so notified of the subject matter in advance. The employee has the right to be accompanied by a Union representative if he/she so desires, and shall be given a 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 his/her right to representation if he/she so desires, and provide a reasonable opportunity to both obtain representation and confer confidentially before proceeding with the meeting. The Union retains the right to determine its representatives in accordance with Article 4 of this Agreement.

SECTION 4. The Union shall represent the interests of all Unit employees without discrimination and without regard to Union membership. The Union agrees that there shall be no solicitation of complaints or grievances from Unit employees.

SECTION 5. The Parties agree to promote an open line of communications and work to effectuate a positive labor management relationship.

SECTION 6. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives 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 conditions of employment. This right to be present does not extend to informal discussions between an employee and supervisory official.

ARTICLE 6

DISCIPLINARY/ADVERSE ACTION

SECTION 1. This Article covers actions involving informal disciplinary measures (oral or written admonishments), and formal disciplinary measures (letters of reprimand, suspensions, removals, reductions in grade or pay, or furloughs of 30 days or less). Adverse action may not be taken against an employee covered by this Agreement except for such cause as shall promote the efficiency of the service. A just and substantial cause is necessary as a basis for an adverse action, and the action must be determined on the merits of each individual case.

All facts pertaining to a disciplinary action shall be developed as promptly as possible. Disciplinary actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking disciplinary action.

SECTION 2. An employee and/or their designated representative shall have the right to review the information relied upon to support the charges when disciplinary action is proposed under this Article.

SECTION 3. At the employee's request, the Union shall be provided with a copy of all correspondence to the employee that is related to the disciplinary action.

SECTION 4. The Employer's table of penalties should be used, when applicable, as a guide to determine an appropriate penalty. If applicable, appropriate penalties for offenses unlisted in the table of penalties may be derived by comparing the nature and seriousness of the offense to those listed in the table, the employee's previous history of discipline, and other relevant factors in each individual case. In assessing penalties, consideration shall be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a two year time frame should be used in determining the applicability of a previous offense to a current action.

SECTION 5. Letters of reprimand and documents related to them should be removed from the Official Personnel Folder after 1 year if no further related instances have occurred but in no case shall it remain for more than 2 years. They shall be removed from the Folder and destroyed immediately if ruled to be unjustly issued.

SECTION 6. If the Parties mutually agree that a "*harmful error*" occurred, disciplinary action shall not be sustained.

ARTICLE 7

GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide the procedure for the timely consideration of grievances. It shall be the exclusive procedure available to the Parties and the employees in the recognized unit for matters which fall within its coverage. Any employee, group of employees, or the Parties may file grievances under this procedure. Grievances shall receive fair consideration without prejudice or discrimination and shall be handled expeditiously. The Parties agree to cooperate to resolve grievances informally at the lowest possible union and management levels.

SECTION 2. A grievance shall be defined as any complaint:

- a. By an employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any unit employee; or
- c. By a unit employee or either Party concerning:
 - (1) The effect or interpretation or claim of breach of this collective bargaining agreement; or
 - (2) Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment as provided in Title 5 U.S.C., Chapter 71.

SECTION 3. This procedure shall not apply to any grievance concerning:

- a. Any claimed violation of Subchapter III of Chapter 73, Title 5 U.S.C. (relating to political activities);
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal relating to national security matters;
- d. Any examination, certification, or appointment, Title 5 U.S. C. 7121(c)(4);
- e. The classification of any position which does not result in the reduction in career level or pay of an employee;
- f. The content of published agency regulations.
- g. Discharge of a probationary employee.

h. The following matters subject to statutory appeals procedures:

- (1) Disputes involving the FLSA.
- (2) Disputes related to RIF's
- (3) Discrimination complaints

SECTION 4. In matters relating to Title 5 U.S.C. 2302(b)(1) dealing with certain discriminatory practices, an aggrieved employee shall have the option of utilizing this grievance procedure or any other procedure available in law or regulation, but not both.

SECTION 5. In matters relating to overtime entitlement under the Fair Labor Standards Act, as amended, the compliance and complaint system shall be administered in accordance with Office of Personnel Management regulations.

SECTION 6. Employees are entitled to be assisted by their Union representative in the presentation and processing of grievances. Any employee or group of employees covered by this agreement may present a grievance on their own behalf. However, the Employer shall advise the Union and the Union shall have the right to have its representative present during the grievance proceedings. The employee and their representative shall be given a reasonable amount of official time to prepare the grievance if they are otherwise in a duty status and the representative is employed at that location. The right of individual or group presentation does not extend beyond Step 1 of the following procedure and does not include the right of taking the matter to arbitration unless the Union agrees to do so.

SECTION 7. Grievances filed by an employee(s) or their representative.

Step 1. The Parties agree a grievance is initiated when an aggrieved employee and/or their Union representative file a grievance in writing on FAA form 3770-2 with the aggrieved employee's immediate supervisor. Such written grievance must be filed within fifteen (15) calendar days of the date of the event giving rise to the grievance or within fifteen (15) calendar days of the time the employee may have been reasonably expected to have learned of the event. The grievance shall be submitted on a grievance form supplied by the Employer and shall contain the following information:

- a. The name of the grievant.
- b. The Article(s) of the agreement, if any, alleged to have been violated.
- c. A description of the facts surrounding the grievance.
- d. The corrective action desired.
- e. The Union representative's name.

The supervisor shall answer the grievance in writing within fifteen (15) calendar days. A copy of the answer shall be provided to the appropriate Union representative.

Step 2. If the employee or the Union is not satisfied with the answer, a formal grievance may be submitted to the second level supervisor within fifteen (15) calendar days from the receipt of the answer. A decision shall be delivered to the employee with a copy to the appropriate Union representative within fifteen (15) calendar days after receipt of the grievance.

Step 3. If the Union is not satisfied with the decision, it may within twenty (20) calendar days of the date of the decision, or the day the answer was due, advise the designated Labor Relations Specialist, by certified mail, that it desires the matter to be submitted to arbitration in accordance with Section 14 of this Article.

SECTION 8. Grievances filed by Union or Employer.

Step 1. In the case of any grievance involving the interpretation or application of this agreement which the Union may have against the Employer, or which the Employer may have against the Union, the moving Party shall submit the grievance in writing within fifteen (15) calendar days of the event giving rise to the grievance or within fifteen (15) calendar days of the time the moving Party may have been reasonably expected to have learned of the event. The written grievance shall provide the following information:

- a. The facts upon which the grievance is based;
- b. The Article and Section, if any, of the agreement alleged to have been violated;
- c. The corrective action desired.

The responding Party shall answer the grievance in writing within fifteen (15) calendar days following the date the grievance was received.

Step 2. If the moving Party is not satisfied with the answer and desires the matter to be submitted to arbitration, it shall so advise the designated Labor Relations Specialist in the event of a Union filed grievance or the National Office of the Union in the event of an Employer filed grievance. Such notice shall be served by certified mail within twenty (20) calendar days following receipt of the respondent's answer or the date the answer was due.

SECTION 9. Optional Mediation. The Parties may mutually agree to request the assistance of a mediator at any step of the negotiated grievance procedure. Such mediation will be conducted once in accordance with the provisions of the Mike Monroney Aeronautical Center Mediation Handbook. Upon mutual agreement of the Parties to participate in mediation, an extension of the applicable negotiated time limits for up to 45 days is applied to allow for the completion of the mediation process. The

outcome of the mediation process, either a written settlement agreement or a statement from the mediator that mediation was attempted but was unsuccessful, will be reflected in the grievance decision. That decision must be issued within ten (10) days of the completion of the mediation process. Mediated settlement agreements are subject to review for legal sufficiency prior to implementation. If the matter is unresolved or if the settlement is found to be legally deficient, the grievance may proceed to the next appropriate step in accordance with the applicable time limits of the negotiated grievance procedure.

SECTION 10. Failure of a grievant to proceed with a grievance within any time limits specified in this Article shall render the grievance void or settled on the basis of the last decision given by management, unless an extension of time limits has been agreed upon. Failure of management to render a decision within any of the time limits specified in this Article shall enable the Union to advance the grievance to the next step without a decision.

SECTION 11. In the handling of grievances under this Article, and where law and OPM regulations permit, the Union shall have access to official records directly related to the grievance.

SECTION 12. The Parties retain their rights under Title 5 U.S.C.7122 and 7123.

SECTION 13. Grievances concerning disciplinary or adverse actions, as defined in Article 6, Section 1, are to be submitted under Article 7, Section 7, beginning with Step 2.

SECTION 14. Arbitration. Within 7 days after the request for arbitration is delivered, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) provide a list of seven arbitrators. FMCS fees for lists, panels and other major services shall be borne equally by the Parties. Within ten (10) days of receipt of the list of arbitrators, representatives of the Parties shall meet to select an arbitrator from the list by mutual agreement or by alternately striking names. A toss of a coin shall determine who strikes first.

- a. The grievance shall be heard by the arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties. The grievant and/or the Union representative, if an employee of the FAA, shall be given a reasonable amount of official time to present the grievance, if otherwise in an active duty status. The number of witnesses shall be limited to those determined necessary by the arbitrator and who can be spared from their duties without interference to the mission of the facility. The Employer will make every reasonable effort to release employees called as witnesses. FAA employees who are called as witnesses shall be in a duty status, if they are otherwise in a duty status. Each Party shall bear the expense of its own witnesses. The arbitrator shall submit their decision to the FAA, the aggrieved employee, and/or the Union representative, as soon as possible, but in no event later than

thirty (30) days following the close of the record before them unless the Parties waive this requirement. The decision of the arbitrator is final and binding.

- b. The arbitrator's fees and expenses of arbitration incurred under this Article shall be borne equally by the Parties. If a verbatim transcript of the hearing is made and either Party desires a copy of the transcript, that Party will bear the expense of the copy or copies they obtain. The Parties will share equally the cost of the transcript, if any, supplied to the arbitrator.

SECTION 15. *Extension of Time Limits.* Time limits in this Article may be extended by mutual agreement of the Parties. Mutual agreement must be in writing and signed by the President of PAACE or a designated representative, and the Manager, NAS Technical Services Division or a designated representative. Failure to respond or meet will permit the grievance to be settled pursuant to the provisions of Section 11 of this Article, if time limits are missed.

ARTICLE 8

SURVEYS AND QUESTIONNAIRES

SECTION 1. The Employer recognizes that it is in its interest to have Union support for surveys of bargaining Unit employees. The Employer shall not conduct surveys without providing the Union an opportunity to review and comment on the questions and related issues. The Union shall be provided an advance copy of any survey(s) within a reasonable amount of time, prior to distribution.

SECTION 2. Any survey of bargaining Unit employees shall be voluntary and done on duty time.

SECTION 3. The Union shall be afforded an opportunity to review and comment in advance on any publication based on or derived from survey results.

SECTION 4. Union officials shall be provided a copy of bargaining Unit survey results at the same time they are distributed to the corresponding level of Management.

SECTION 5. The Union President, or his/her designee, shall be afforded the opportunity to participate in all post-survey debriefing and action planning sessions involving bargaining Unit employees.

ARTICLE 9

TECHNOLOGICAL CHANGES

SECTION 1. The Parties recognize that technological changes, not including NAS equipment, impacting all bargaining unit employees shall be continually studied, evaluated and/or integrated into the performance of work within the NAS Technical Services Division, AMA-900. These proposed changes shall be addressed through the collective bargaining process. Technological changes shall be subject to impact and implementation bargaining prior to adoption.

SECTION 2. In the event that technological changes require training, the Employer and the Union shall discuss the content, length, and delivery schedule of such training to bargaining Unit members.

ARTICLE 10

SENIORITY

SECTION 1. Seniority will be determined by the Union. The Union will notify the Employer of the criteria for seniority within sixty (60) days of ratification. The criteria will remain in effect for the duration of this contract.

ARTICLE 11

BARGAINING DURING THE TERM OF THE AGREEMENT (MID-TERM)

SECTION 1. The Employer agrees that personnel policies, practices, and matters affecting conditions of employment of bargaining unit employees that are within the jurisdiction of the Employer and that are not covered by this Agreement will not be changed or implemented without prior notification to and negotiations when requested by the Union. Changes outside of the jurisdiction of the Employer do not abrogate the obligation, if any, of the Employer to negotiate impact and implementation issues. The number of negotiators authorized the Union on official time, if otherwise in a duty status, shall be at least equal to the number for management.

SECTION 2. Known past practices that have become an integral part of working conditions shall remain in effect unless in violation of law or Government-wide rule or regulation, or unless modified pursuant to negotiations under this Article.

SECTION 3. The Employer agrees to formally notify the Union in writing, of any proposed new or changed personnel policy, program practice procedure, or other matter affecting conditions of employment of members of the bargaining unit. Notification will be made at least fourteen (14) calendar days in advance of implementation except in emergency situations or situations beyond the control of the Employer, and will include the proposed effective date, action to be taken, and any known changes in working conditions. Should the Union wish to negotiate, a request to bargain must be received within fourteen (14) calendar days of receipt of written notice. When prior to negotiations, information is requested pursuant to Title 5, USC 7114(b)(4) and that request meets the requirements of the Statute, the Employer will respond as far in advance of the date of the negotiations as possible. In the event a written response is not received by the Union at least two (2) calendar days prior to the agreed date of negotiations, the Parties agree to reschedule the date of the negotiations.

SECTION 4. Bargaining means the performance of the mutual obligation of the representative of the agency and exclusive representative of employees in an appropriate bargaining unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached; the obligation referred to in this Section does not compel either party to agree to a proposal or to make a concession.

SECTION 5. Should the Union desire to initiate bargaining with the Employer concerning conditions of employment not covered by this Agreement, it shall give at least fourteen (14) calendar days advance notice, in writing, which shall include a statement of the matter(s) to be discussed. The parties shall meet at a mutually agreeable time and place to conduct negotiations.

SECTION 6. In the event impasse is reached during negotiations, the parties agree to the following. Providing the Union notifies the Employer within fourteen (14) calendar days of the end of mediation efforts that it has submitted the issue to the Federal Services Impasses Panel, the Employer agrees not to unilaterally implement the changes except for emergencies or when the effective date is mandated by Federal law or any Government-wide rule or regulation.

SECTION 7. The Parties at the appropriate level(s) may enter into written agreements or understandings on individual issues that do not conflict with this Agreement. However, unless specifically authorized by this Agreement, no such agreements may increase or diminish entitlements expressly contained in this Agreement.

SECTION 8. Copies of all Memorandums of Understanding (MOUs) between the parties shall be forwarded to the Aeronautical Center Office of Labor Relations.

SECTION 9. The parties agree to negotiate subjects in accordance with the Statute, or not contained in the collective bargaining agreement, during the term of this agreement.

ARTICLE 12

AUTHORIZED OFFICIAL TIME

SECTION 1. The Parties agree that Union officers and designated representatives shall be permitted reasonable time during duty hours without loss of leave or pay to represent the Units of exclusive recognition in accordance with this Agreement. The Union agrees that its officers and representatives shall limit Union work performed on official time to that necessary to carry out the Union's responsibilities under the Agreement.

SECTION 2. Reasonable time for representational functions in connection with complaints, grievances, disciplinary/adverse actions, and appeals shall be that necessary for presentation thereof and that required for participation in all meetings, hearings, or other assembled proceedings necessitating the appearance of the grievant/appellant or representative. In addition, a reasonable amount of time shall be permitted for a representative to prepare a formal grievance or to assist an employee in preparing a response to a proposed disciplinary action. Such time shall only become available to a representative once an informal grievance has been initiated or an employee has received a letter proposing disciplinary action. Employees against whom disciplinary actions have been proposed shall be granted a reasonable amount of official time, if otherwise in a duty status, to prepare and present answers.

SECTION 3. Official time authorized by this Article for preparation purposes shall be spent on Aeronautical Center property. In unusual circumstances, the Employer may permit official time to be spent away from the Aeronautical Center.

SECTION 4. Reasonable times for a Union observer to be present at the proceedings of a grievance or appeal prosecuted without Union intervention shall be that necessary to observe the entire proceeding.

SECTION 5. An officer or representative of the Union shall notify his/her immediate supervisor prior to leaving his/her work area to engage in representational activities on official time. In the event operational conditions do not permit the officer/representative or the employee to be spared during the time requested, an alternative time shall be made available which is acceptable to both the representative and his/her supervisor/team lead. In notification, the officer or representative of the Union shall provide his/her immediate supervisor/team lead the following information:

- a. General area(s) to be visited.
- b. Approximate amount of time required.
- c. When the time is to be utilized.

An officer or representative of the Union who leaves his/her work area shall advise his/her immediate supervisor of his/her return to the work area. It is the responsibility of the Union officer or representative to coordinate with the supervisor/team lead of the employee requesting his/her assistance before entering another work area to ensure the availability of the employee.

SECTION 6. If the Employer has reason to believe an officer or representative of the Union is abusing his/her use of official time and informal supervisor/employee interaction does not resolve the issue, the Union president shall be advised of the situation and requested to take appropriate corrective action, if necessary.

SECTION 7. It is the responsibility of the Union to accurately account for all official time utilized to fulfill representational responsibility. This accounting shall be provided to the Employer through use of Time Log. This accounting shall include the following:

- a. Nature of business for which the time was requested:
 1. Dispute Resolution
 2. Negotiations
 3. General Labor Management Relations
- b. The amount of official time utilized
- c. When the time was utilized

SECTION 8. The Union representative and/or his/her designee at each level shall be granted official time if otherwise in a duty status to deal with the appropriate Management level and/or his/her designee. Such meetings shall be held at mutually agreeable times. At other meetings called by the Division Manager, or Branch Manager and/or his/her designee, Union participants shall be on official time.

SECTION 9. Provided he/she can be released from duty, the Union president or his/her designee may be granted official time to prepare for meetings scheduled with the Employer.

SECTION 10. The Parties agree that in all cases the amount of official time utilized for representational functions in order to be considered "reasonable" must balance the effective conduct of the Government's business with rights of employees to be represented in matters relating to their employment.

ARTICLE 13

UNION ACTIVITIES

SECTION 1. The Parties recognize that pursuant to Public Law. 95-454 any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall only be performed during the times the employees are in a non-duty status and in a non-work area. The Parties agree to cooperate in eliminating any such activities which are being conducted by employees in a duty status contrary to law.

ARTICLE 14

DOCUMENTS PROVIDED UNION

SECTION 1. The Federal Aviation Personnel Manuals are available on the intranet to all bargaining unit employees. Hard copies are available during normal administrative office hours to Union representatives in the Office of Resource Management. The manuals shall not be removed from the office in which they are maintained. Portions of the FAPM may be checked out to Union officers for short periods of time for reproduction on non-government equipment.

SECTION 2. DOT/FAA and Aeronautical Center orders and notices relating to personnel policies, practices, and working conditions that are applicable to bargaining Unit employees will be made available to Union representatives.

SECTION 3. The Union shall be afforded upon request and to the extent not prohibited by law, data which:

- a. is normally maintained by the agency in the regular course of business;
- b. is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- c. does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

SECTION 4. The cost of all documents provided the Union shall be borne by the Employer.

ARTICLE 15

UNION PUBLICATIONS AND INFORMATION AND USE OF EMPLOYER'S FACILITIES

SECTION 1. The Employer shall provide bulletin board space for the posting of Union material. This space shall be made available as mutually agreed by the Parties. There shall be no restriction on the content of publications and announcements placed on the Union's bulletin board space by the Union. Posted materials shall not be removed by the Employer. The Parties recognize that the posting of scurrilous or inflammatory material is prohibited. Materials shall be posted during non-duty time. Bulletin board privileges are the exclusive right of the Union and shall not be extended to any other labor organization.

SECTION 2. The Employer shall approve the Union's use of facility space at no cost to the Union for periodic meetings with employees in the Unit provided the space requested is available, and the use of the space does not interfere with operational/training requirements of the facility. These meetings shall take place during the non-duty hours of the employees involved.

SECTION 3. The Employer shall provide the Union a suitable space to store reference material and hold confidential discussions between a Union representative and employee, provided space is available and use of the space does not interfere with operational conditions of NAS Technical Services. Such discussions shall be held during non-duty hours of employees involved or during official time authorized under the provisions of this Agreement. A message slot may be installed in the door. In no case shall the Employer be required to provide equipment for use by the Union and if at any time the space becomes needed, the Employer reserves the right to withdraw from such arrangement.

SECTION 4. The Union shall have the right to solicit advertisements for its publications, in accordance with regulations, from persons or businesses which have no business or financial relationships with the Employer and which are not regulated by the Employer.

SECTION 5. The Union may place literature in individual slots/boxes of bargaining Unit employees where they presently exist. The Employer shall not be required to install any additional boxes and does not assume any responsibility for such Union literature. In areas where individual slot/boxes do not exist, appropriate officials of Management and the Union shall establish a mutually acceptable means of distributing such literature.

SECTION 6. The Employer shall allow the Union the use of the internal mail system (to include electronic mail, where available) for communications on proper labor relations subjects between Union officers/representatives, bargaining Unit employees and between the Union and the Employer.

ARTICLE 16

PARKING

SECTION 1. The Employer shall provide adequate employee parking accommodations in accordance with AC 1600.18F, Parking and Traffic at the MMAC. This space shall be equitably administered among employees in the bargaining Unit, excluding spaces reserved for handicapped, government vehicles, and visitors. Division level representatives and Division Managers shall be afforded equivalent parking privileges.

ARTICLE 17

DUES WITHHOLDING

SECTION 1. This Article constitutes a mutual understanding between the Parties of their respective responsibilities, and of procedures, conditions, and requirements for withholding and remitting the dues of certain employees who are members in good standing of the Professional Association of Aeronautical Center Employees and who voluntarily authorize allotments from their compensation for this purpose.

SECTION 2. Any employee who is a member of the Unit of exclusive recognition and who is a member in good standing of the Union may authorize an allotment of pay provided he/she regularly receives sufficient pay on the regularly scheduled paydays to cover the full amount of the allotment.

SECTION 3. The procedures and effective dates of authorization shall be as follows:

- a. 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 the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for exercising their prerogative of revoking such authorization at any time subject to the conditions of Section 5.d.
- b. The Union agrees to acquire and distribute to its members in the Unit the prescribed authorization form and to receive completed forms from members who request allotments. Standard Form 1187 (SF 1187) is the only form which may be used for this purpose.
- c. The President, First Vice-President, or the Treasurer of the Union are designated to process completed authorization forms by completing Section "A" thereof and are responsible for ascertaining that the forms are properly completed and that the employees are members in good standing of the Union. Certificated authorization forms shall be submitted to the Payroll Operations Division, AMZ-400, Mike Monroney Aeronautical Center, PO Box 25082, Oklahoma City, Oklahoma 73125. Documentation of receipt of SF 1187 forms shall be provided the union by the payroll office.
- d. A properly completed and certified authorization shall be effective at the beginning of the first pay period following receipt of the form by the Manager, Payroll Operations Division, and shall continue in effect until the allotment is changed or terminated in accordance with the provisions of Section 4 and 5.
- e. An SF 1187 which has not been properly completed or properly certified shall not be accepted and shall be returned by the Manager, Payroll Operations Division, within 10 workdays after receipt by the authorizing official with notice of the reasons why it has not been processed.

SECTION 4. Allotted dues shall be withheld from the regular bi-weekly payrolls. The amount to be withheld shall be the amount of regular dues of the member, as specified on

the SF 1187 or as governed by Section 4 (a), exclusive of initiation fees, and shall be the same amount for all members of the Unit to which he/she is assigned.

- a. If the amount of regular dues is changed by the Union, the President of the Union shall notify the Manager, Payroll Operations Division, and the Program Director, Office of Human Resource Management, AMH-1, that the amount of regular dues has changed and shall certify as to the new rate and the effective date of the amended dues structure. The amended rate shall be withheld effective the beginning of the pay period following receipt of the certification by the Payroll Operations Division, unless a later date is specified by the Union. A new SF 1187 is not required. Only one rate change may be made in any period of 12 consecutive months (i.e., 12 months must elapse between changes).

SECTION 5. The Program Director, Office of Financial and Budget Services, shall authorize termination of an allotment:

- a. 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 outside the FAA. The termination shall be effective the beginning of the first pay period following the effective date of the loss of recognition, or termination or suspension of this Article.
- b. When the employee is separated from the FAA, or promoted, transferred, or reassigned from the Unit for which recognition has been granted. The allotment shall be terminated at the end of the pay period in which the employee last served in a position covered by the Unit of recognition or at the end of the payroll period in which the need for the termination is known the Program Director, Office of Financial and Budget Services.
- c. When an employee is detailed or temporarily promoted out of the bargaining unit, dues withholding shall terminate at the beginning of the first pay period following the effective date of the action. Dues withholding will be restarted by the Payroll Operations Division when the employee returns to the bargaining unit. A new SF 1187 is not required to restart union dues withholding. The Payroll Operations Division will promptly process union dues termination/restart actions following receipt of the SF 50, Notification of Personnel Action, documenting the action. The Union President shall be promptly notified by the Payroll Operations Division when Union dues are terminated. The affected employee is responsible for advising the Payroll Operations Division if the temporary assignment is extended or terminated early.
- d. Upon receipt of notice from the Union that the employee is no longer a member in good standing. The allotment shall be terminated at the beginning of the first pay period after receipt by the Manager, Payroll Operations Division, of notification by an authorized representative of the Union.
- e. An employee who has authorized the withholding of Union dues may request revocation of such authorization by completion and submission of Standard Form 1188 (SF 1188) to the Payroll Operations Division, AMZ-400, provided the employee has been on dues withholding for one (1) year. Upon receipt of

a revocation form which has been properly completed and signed by the employee, the payroll office shall discontinue the withholding of dues from the employee's pay, effective with the first full pay period beginning after the particular employee's anniversary date, provided the SF 1188 is received in the Payroll Operations Division no later than the last work day of the pay period that includes the employee's anniversary date. The anniversary date is the starting date of the first pay period for which dues were deducted from the employee's pay. The payroll office shall notify the Union in writing of all revocations and provide a copy of the SF 1188 at the time the revocation is made effective.

SECTION 6. Upon completion of each pay period, the Program Director, Office of Financial and Budget Services, shall remit the amount due. The remittance shall be payable to Secretary/Treasurer, Professional Association of Aeronautical Center Employees and transmitted to the address furnished by the Union.

- a. At the time of each remittance, the Secretary/Treasurer of the Professional Association of Aeronautical Center Employees shall be sent a statement giving the following information:
 - (1) Identification of office or facility.
 - (2) Identification of the Union.
 - (3) Names of members for whom deductions were made, in alphabetical order, and amount of each deduction.
 - (4) Names of members for whom deductions previously authorized were not made, with coding to show the reason for non-deduction.
 - (5) Total number of members for whom dues were withheld.
 - (6) Amount remitted.
- b. The Union agrees to keep the Manager, Accounting Division, currently informed as to the name, title, and address of the Treasurer of the Union.

SECTION 7. The Parties to this Agreement agree that:

- a. Any transaction made under the provisions of this Article shall be at no cost to the Union or the employee.
- b. Administrative errors in remittance payments shall be corrected and adjusted pursuant to mutual agreement of the Parties on a case by case basis. Such adjustments shall be made by the Parties in a timely manner.
- c. The Union shall notify the Program Director, Office of Financial and Budget Services, within 5 workdays when an employee with a current allotment authorization ceases to be a member in good standing.

SECTION 8. The Parties recognize that payment of Union dues is a personal obligation of the employee who has authorized dues withholding. In the event the withholding of an employee's Union dues is terminated or suspended due to the Employer's administrative error, the Employer shall collect dues from the employee for the period during which no dues were withheld and shall remit to the Union the amount collected from the employee.

SECTION 9. Union Benefits Plan. In the event the Union establishes any benefits plan, employee allotments of pay to a savings organization shall be authorized to the limit specified by regulations of the Treasury Department, or of any other governing agency.

ARTICLE 18

DESCRIPTION OF DUTIES

SECTION 1. Each employee covered by this Agreement shall be provided a description of duties which accurately reflects their position, including the career level definition. A description of duties shall be provided to employees normally within 30 days after the employee reports for duty in the position. If an employee believes that his/her description of duties is not accurate, he/she may request a review by the appropriate supervisor and be assisted by a Union representative. A dispute regarding the accuracy of an assessment of an employee's description of duties as it relates to the career level definition may be handled under Article 7 of this Agreement.

SECTION 2. The Employer shall periodically review positions under his/her jurisdiction to insure accuracy of the description of duties.

SECTION 3. All changes to the description of duties or career level definitions of bargaining unit members shall be forwarded to the Union, before implementation. Impact and implementation negotiation will be held if requested by the Union.

SECTION 4. When it becomes necessary to assign duties that are not reasonably related to the employee's official description of duties and are of a recurring nature, the description of duties shall be amended to reflect such duties.

ARTICLE 19

PERFORMANCE APPRAISAL

SECTION 1. Annual performance appraisals shall be made under provisions of applicable law and agency directives. A copy of the completed appraisal, with the Performance Plan attached, shall be given to the employee at the completion of the appraisal interview. At any time the Agency adopts a new performance system this Article will be reopened.

SECTION 2. The first-line supervisor shall provide an appraisal for members of the unit. Appraisals are subject to review by the appropriate review official in accordance with agency directives.

SECTION 3. Performance Plans (outcomes and expectations) shall be established by the Employer, with input from the employee. These plans shall be established within 30 days of the beginning of the performance cycle and shall be considered the plan of record. These plans shall be consistent with the job documentation/career level definitions, organizational goals, and work assigned for the appraisal period.

SECTION 4. Annual performance appraisals shall be recorded on the forms provided by the Employer for that purpose.

SECTION 5. Performance plans shall be applied to individual employees in a fair and just manner.

SECTION 6. The employee's signature, after the review of his/her performance evaluation, indicates that he/she has reviewed the completed appraisal record and that it has been discussed with him/her. The employee's signature shall not be taken to mean that he/she agrees with all the information or that he/she forfeits any rights of review or appeal. The employee may provide comments on a separate page.

SECTION 7. If, at any point during the performance period, the first line supervisor determines that an employee is not meeting a primary performance outcome (or expectation), the supervisor shall counsel the employee. The supervisor shall provide counseling on the performance outcome (or expectation) in which improvement must be made, this includes but is not limited to:

- a. Comparing the demonstrated outcome (or expectation) against the agreed upon performance plan;
- b. Identifying (and make available) assistance required to perform at the expected level;
- c. Provide the employee a reasonable opportunity to demonstrate acceptable performance. Said counseling shall be in writing.

A reasonable opportunity to perform will, in no case, be less than 90 days and shall be considered as a formal opportunity to demonstrate performance (ODP). The supervisor

shall write a plan which identifies what the employee must do to improve his/her performance to be retained in the job and what the employer will do to assist the employee.

Approximately every 30 days during the 90-day period, the supervisor shall provide the employee with written review identifying the employee's progress and identify any areas still needing improvement. Additionally, the supervisor shall include specific recommendations of methods and means of improving that the employee may use to attain the acceptable level of performance.

SECTION 8. A non-probationary employee whose demotion or removal is proposed because of the Employer's determination of unacceptable performance is entitled to:

- a. Thirty (30) days' advance written notice of the proposed action identifying specific instances in detail of documented unacceptable performance, and the critical performance outcomes (or expectations) of the employee's performance plan involved in each instance. No reference may be made to any alleged instance of unacceptable performance more than 1 year prior to the notice.
- b. Representation by a representative of the employee's choice.
- c. A reasonable time (not less than fifteen (15) calendar days) to respond to the proposal in writing, and an oral presentation may be requested.
- d. Request an extension of the response period, which may be granted for good cause shown.
- e. A final decision in writing within 30 days of the expiration of the notice period.
- f. If the final decision is to sustain the proposed action, the decision letter must specify the instances of unacceptable performance on which it is based and the decision must be concurred upon by a Management representative who is in a higher position than the Management representative who proposed the action.

SECTION 9. If, because of performance improvements by the employee during the notice period, the employee is not demoted or removed and the employee's performance continues to be acceptable for one (1) year from the date of the advance written notice, any entry or other notation of the unacceptable performance for which the action was proposed shall be removed from any record relating to the employee.

SECTION 10. Employees shall be rated only on those outcomes and expectations of the performance plan of record in which they had an opportunity to demonstrate performance. In those instances where an employee is not provided an opportunity to demonstrate performance in a specific outcome or expectation, he/she shall not be rated on that outcome or expectation.

SECTION 11. When an appraisal of supervisory potential is used as part of the Merit Promotion Program, employees shall be allowed to review the form containing the appraisal of their supervisory potential and the supervisor shall discuss the appraisal with

the employee. These discussions shall be held with the employee at the time such appraisal of supervisory potential is completed or revised.

SECTION 12. A written performance plan containing at least one primary outcome and expectation that addresses operational conditions of the position will be established for and communicated to each employee. Primary Outcomes must only be assignments (or responsibilities) of such importance that unacceptable performance in that outcome would result in a determination that the employee's overall performance is unacceptable. It must describe work assignments and responsibilities which are within the employee's control.

ARTICLE 20

PERFORMANCE AWARDS AND RECOGNITION

SECTION 1. The Employer agrees that performance awards and recognition (cash or honorary) are based entirely upon job performance and/or for contributions resulting in benefits or savings to the Government. This program shall not be used to discriminate against employees or to effect favoritism. Awards and recognition shall be administered in accordance with the agency's established guidelines.

SECTION 2. Upon request, the Employer shall provide the Union with a list showing the names of all bargaining unit employees who received formal awards, from NAS Technical Services, during the preceding year and the type of awards received. The Employer will inform the Union of the total amount spent on monetary awards for the bargaining unit and the remainder of the Division.

SECTION 3. Prior to making changes in the FAA Recognition Program affecting employees covered by this Agreement, the Employer shall notify the Union. If the Union requests, the Parties shall meet, thoroughly discuss the proposed changes and attempt to reach a joint recommendation.

ARTICLE 21

ORGANIZATION AND EMPLOYEE PERFORMANCE

SECTION 1. The Employer and the Union both recognize the importance of individual employee and team performance in meeting NAS Technical Services strategic goals and objectives. It is also mutually recognized that organizational performance must be accurately measured and reviewed on an on-going basis and that individual performance must be linked to organizational performance measures. It is therefore agreed that individual and/or team performance standards may be established that specify quantifiable performance objectives. Team plans shall not eliminate the need for individual plans. They will be attached to individual plans as an addendum. Specific individual and/or team performance measures may be established, representing areas such as, but not limited to:

- a. Provide quality and prompt services to the FAA Academy through effective and efficient application of human and material resources.
- b. The cost of services and cost reduction goals
- c. Labor hour utilization
- d. Response and repair time

SECTION 2. Objective information required to monitor progress with respect to performance measures will be developed.

SECTION 3. Employee and team performance will be appropriately recognized when meeting or exceeding performance measures. Likewise, performance that falls short of stated performance measures will be handled through positive and progressive approaches.

ARTICLE 22

QUALIFICATION STANDARDS

SECTION 1. The Parties recognize that qualification standards for employment are established by the Office of Personnel Management. Prior to recommending changes in the qualification standards for employees covered by this Agreement, the Employer shall notify the Union. If the Union requests, the Parties shall meet, thoroughly discuss the recommendations, and attempt to reach a joint recommendation.

ARTICLE 23

OFFICIAL PERSONNEL FOLDER

SECTION 1. Material placed in an employee's official personnel folder shall be of an official nature only as defined in the Federal Personnel Manual, and shall bear the name of the person originating the material. The employee may be given copies of all FAA-initiated material to which he/she is permitted access by law or Office of Personnel Management regulation which is placed in his/her Official Personnel Folder subsequent to the effective date of this Agreement.

SECTION 2. There shall be maintained one Official Personnel Folder only for each Unit employee. The Official Personnel Folder shall be located in the Office of Human Resource Management.

SECTION 3. An employee or, upon request, his/her designated representative shall be afforded reasonable access to the employee's Official Personnel Folder and the material therein, except that material restricted by law or Office of Personnel Management regulation.

SECTION 4. Access to an employee's Official Personnel Folder shall be granted to other persons only as authorized by law or Office of Personnel Management regulation.

SECTION 5. An employee who, pursuant to Office of Personnel Management regulations, attempts unsuccessfully to correct or amend a record contained in his/her Official Personnel Folder, may have a statement of disagreement placed in his/her folder.

ARTICLE 24

INTELLECTUAL CAPITAL

SECTION 1. The parties agree the Employer is responsible to give employees the training and development that is mandatory for their job assignments. Ultimately, it is the employee's responsibility for seeking and completing self-development initiatives such as higher education and new or enhanced skills.

SECTION 2. The parties agree the Employer is responsible to create a work environment that enables and encourages employees to seek and act upon self-development opportunities. To the extent possible, some of the areas that managers and supervisors may consider when looking for ways to support all employees in self-development initiatives are below:

- a. Flexible work schedules to include modified work schedules, duty time for training directly related to job skills, and AWS to support education and training needs (where appropriate and does not interfere with mission requirements and customer support).
- b. Encouraging and supporting alternative methods for training including web based training. Counseling and support for career plans include development of individual development plans (IDPs).
- c. Supporting employee requests for detail assignments and temporary promotions to diversify their experience (where appropriate, does not interfere with mission requirements or customer support, and as budgetary considerations will allow).
- d. Placing a priority for locally arranged training course in the face of budget cuts in other areas.
- e. Giving employees a chance to use new skills on the job acquired through self-development actions.
- f. Recognizing employees that initiate and complete self-development actions.

SECTION 3. Employees may participate on their own time in educational and training programs directly related to the improvement of their job performance within their occupation or profession. The Government Employees Training Act may authorize reimbursement for tuition and related costs. Requests for approval must be submitted through the first line supervisor in advance to permit final determination to be made prior to enrollment. Approvals shall not be given on a retroactive basis and are dependent on the availability of funds.

SECTION 4. All learning and development activities will be conducted in accordance with FAA Personnel Management Systems, Chapter IV, Training, and sound learning and development practices. All training and development activities are dependent on the availability of funds.

SECTION 5. Employees shall be allowed the use of government computers to take government on-line training programs, which are beneficial for the Agency and approved

by Management. Participation in this training may be scheduled during duty hours if no operational impact results. This training includes, but is not limited to FAA Web based Training.

ARTICLE 25

HOURS OF WORK

SECTION 1. The Parties agree that Alternate Work Schedules (AWS) shall be authorized in the NAS Technical Services Division, AMA-900, in accordance with FAA Aeronautical Center Alternate Work Schedules Handbook (dated February 1995) and this Agreement. Where provisions of this agreement differ from the AWS Handbook, this agreement shall take precedence.

- a. The basic workday shall consist of eight- (8) hours duty time and the basic workweek shall consist of five (5) consecutive days. Workweek and hours of duty shall be administered in accordance with applicable laws, regulations, and policies. To best serve the FAA Academy, our primary customer, the AMA-900 business hours shall be 7am-3:30pm, Monday through Friday. An employee that has not requested an Alternate Work Schedule will work 7am-3:30pm with a 30-minute lunch, 11-11:30am.
- b. To meet the needs of our employees and to maintain the high level of service to the customer, three of the AWS schedules are modified as follows:
 1. Flexitour; 6am-8am start; fixed time for lunch 11-1pm
 2. Gliding Schedule; 6am-8:30am start; fixed time for lunch 11-1pm.
 3. 5-4/9 Plan; 6am-8am start; RDO's Monday, Tuesday, Wednesday, Thursday, or Friday.
- c. Employees shall record their time and attendance using appropriate time and attendance reporting forms and criteria.
- d. Requests from individuals for an Alternate Work Schedule, or a change in type of Alternate Work Schedule shall be submitted to their immediate supervisor using AC Form 3600-6 (6/92). Requests to work on AWS shall normally be approved if operational/administrative requirements permit and no additional premium pay is incurred. The request shall be received at least 1 pay period before the requested change. If the request is denied, the employee shall be notified in writing. Employees shall be given at least one full pay period advance notice prior to discontinuing an approved tour of duty, except in those cases where operational conditions or increased costs do not permit such notice. The Employer retains the prerogative to discontinue AWS for any employee.
- e. Requests for an AWS will normally be approved after consideration of critical factors including: adequate coverage during official business hours, assurance that meaningful work can be accomplished outside the business hours, conflicts with scheduled days off, and, the availability of appropriate supervision.

- f. Alternate Work Schedule (AWS) is normally only available to employees working a day shift between the hours of 6:00 a.m. and 6:00 p.m. Employees may request to work on AWS if their assigned shift falls outside of the normal day shift range. Request to work an AWS for other than day shift may be approved if operational/administrative requirements permit and no additional premium pay is incurred. Individual requests shall be submitted in writing and should include: the requested work schedule, length of time they wish to work the AWS (must be a minimum of one pay period), and reason for the request.
- g. Requests from individuals working on approved AWS compressed workweek schedule to change scheduled RDO's shall be submitted to the supervisor for approval. The request shall be received at least 1 pay period before the requested change.
- h. An employee may request to alter an AWS for hardship reasons. The requests shall be submitted to the immediate supervisor in writing. Altering an AWS for hardship reasons shall be based on the merits of each case and, if found acceptable by the supervisor, employees shall be accommodated as soon as operational conditions and scheduling requirements permit.
- i. Requests from individuals working on approved AWS schedule to earn or use credit hours shall be submitted to the supervisor and approved in advance.
- j. If the Employer demonstrates that an AWS for an individual employee interferes with the accomplishment of the mission, incurs additional cost or impacts services to the customer it may terminate the schedule.
- k. If the Employer seeks to terminate AWS at the Division level it will follow applicable sections of 5 USC.
- l. The Employer shall not require employees to work additional hours or days for credit hours.
- m. Credit hours must be earned prior to their use. Procedures for approving the use of earned credit hours shall be the same as those for approving annual leave requests. When requested in advance, the employee may substitute credit hours for approved annual leave.

ARTICLE 26

SHIFT WORK AND ASSIGNMENTS

SECTION 1. Basic shift schedules shall be developed in consultation between the Employer and the Union. Assignments of individual employees to a shift are not considered as changes in the basic shift schedule. The basic shift schedule shall not be changed without prior consultation with the Union.

SECTION 2. Employees shall be notified at least seven (7) days in advance of assignments or changes in assignments to the shift schedule, except in those cases where operational conditions or increased costs do not permit such notice.

SECTION 3. The Employer should approve the exchange of shift by equally qualified employees if mutually agreed to by the employees involved and if the exchange would not adversely affect the mission of AMA-900, and provided that changes do not result in overtime or violation of the basic workweek.

ARTICLE 27

OVERTIME

SECTION 1. Employees who are authorized to work overtime shall be compensated as follows:

FLSA-exempt: The greater of: (1) one and one-half times the minimum hourly rate for a GS-10, Step 1 including any applicable special salary or locality pay; or (2) the employee's own hourly rate of basic pay, including any applicable special salary rate and locality pay.

FLSA non-exempt: In accordance with FLSA overtime guidance, i.e., true time and ½.

SECTION 2. The Employer agrees to make a reasonable effort to distribute overtime equitably among qualified and available employees, consistent with the specialized skills and abilities necessary for the work to be performed. Adequate records of overtime shall be maintained by the Employer and shall be available to the Union upon request.

SECTION 3. In the assignment of overtime, the Employer agrees to provide an employee with as much advance notice as the situation permits. Consideration shall be given, in light of the workload involved and the ready availability of other qualified employees **willing** to accept the assignment, to an employee's request to be excused from an overtime assignment.

ARTICLE 28

PART-TIME EMPLOYMENT

SECTION 1. Part time career employment can help employees balance personal needs with their professional responsibilities. It is the intent of the Employer to make part-time career employment opportunities available consistent with the Employer's resource and operational conditions. Denials of requests for part-time employment will be discussed with the employees, and they will be provided specific written reasons for denials.

While the Union recognizes the statutory rights of the Employer with respect to the establishment of permanent part time positions, such positions have not previously existed. Should the Agency make the determination to establish part time positions as a condition of employment, this determination shall form the basis for negotiations.

SECTION 2. Except as provided in Section 3 below:

- a. the tour of duty for a part-time employee will be no less than sixteen (16) and no more than thirty-two hours per week;
- b. the tour of duty for a part-time employee on an AWS may be set on the basis of thirty-two (32) to sixty-four (64) hours per pay period;
- c. a part-time employee's tour of duty will be scheduled on ATAP.

SECTION 3. An increase of a part-time employee's tour of duty above thirty-two (32) hours per week or sixty-four (64) hours per pay period is not permitted for more than two (2) consecutive pay periods. This does not preclude changing the employee's work schedule from part-time to full-time on either a temporary or permanent basis in the event of unexpected increases in workload.

SECTION 4. The Employer will not abolish any position occupied by an employee in order to make the duties of such a position available to be performed on a part-time career employment basis. This Section does not preclude the Employer from permitting a full-time employee from voluntarily changing to a part-time work schedule.

SECTION 5. Any person who is employed on a full-time basis shall not be required to accept part-time employment as a condition of continued employment.

SECTION 6. A part-time employee receives a full year of service credit for each calendar year worked (regardless of tour of duty) for the purpose of computing service for retention, retirement, and career tenure.

SECTION 7. A part-time employee shall accrue leave for each year of service in accordance with articles of this Agreement on a pro-rated basis.

SECTION 8. If a holiday falls on a day part-time employees are scheduled to work and employees do not work, they are paid at their basic rates of pay for the numbers of hours scheduled for that day. Conversely, if a holiday falls on a day part-time employees are

not scheduled to work, the employees are not entitled to compensation. If the employees work during their scheduled hours on a holiday, they are entitled to holiday premium pay for those hours scheduled.

SECTION 9. Before an employee is assigned to a part-time position, the Employer will brief the employee on the impact of this assignment on the following: retirement, reduction-in-force, health and life insurance, promotion, and increases in pay.

SECTION 10. The Parties recognize that conversion of full-time to part-time positions may require a duty to bargain. Therefore the Parties agree to confer at the appropriate level prior to such conversion.

SECTION 11. Payment of overtime for part-time employees is authorized when the hours of work exceed forty (40) hours per work week, or eight (8) hours per day unless an AWS provides otherwise.

SECTION 12. Part-time employees shall be paid appropriate premium pay and differentials for hours worked.

SECTION 13. In administering any personnel ceiling applicable to the Agency, an employee employed on a part-time career employment basis shall be counted as a fraction which is determined by dividing forty (40) hours into the average number of hours of such employee's regularly scheduled work week, unless directed by the U.S. Congress or OMB.

ARTICLE 29

ASSIGNMENT OF TEMPORARILY DISABLED EMPLOYEES

SECTION 1. An employee recuperating from illness or injury and temporarily unable to perform the duties of his/her assigned position may submit a written request to his/her supervisor for temporary assignment to productive duties commensurate with the disability and the employee's qualifications.

SECTION 2. The employee shall provide a medical certificate signed by a licensed/registered practicing physician, or other practitioner, attesting to the probable length of the employee's disability.

SECTION 3. The supervisor shall consider the employee for an appropriate productive assignment if available. Such assignments, if granted, shall not be for more than six (6) months in duration unless mutually agreed to by the Employer and the employee.

ARTICLE 30

ANNUAL LEAVE

SECTION 1. Employees shall accrue and receive annual leave in accordance with applicable laws and regulations. The use of annual leave is the right of the employee subject to the approval of the supervisor. Employees earn and are granted annual leave in accordance with agency guidelines and this Article. Annual leave must be scheduled and approved in advance except in case of emergency. The supervisor's decision to approve or disapprove requests for annual leave will involve consideration of employee's personal needs and current and anticipated workload.

SECTION 2. Each year employees who so request shall be granted two consecutive weeks of annual leave for vacation purposes during the period of their choice, unless operational conditions prohibit. Reasonable attempts shall be made to satisfy the desires of employees for longer periods of annual leave. A leave schedule shall be prepared not later than March 1 of each year and shall be available for review by the employees involved. The leave schedule shall not be changed except in extraordinary situations or at the request of the employee. Any change due to extraordinary situations shall be made only after discussion with the affected employees and appropriate Union representatives. When the Employer agrees that employees are similarly qualified, they may exchange vacation periods.

SECTION 3. In the event of a conflict of scheduled annual leave requests for vacation purposes among bargaining Unit employees of equal qualifications, determination will be made by seniority in accordance with Article 10 of this Agreement.

SECTION 4. Annual leave requested for any period during the current day, for the shift being worked, shall normally be approved/disapproved within four (4) hours of notification. Leave requests for future dates shall normally be approved/disapproved before close of business the following day. Approval/disapproval shall not be subject to conditional circumstances. Leave requests shall be approved in the order that they were requested. If the request was disapproved and annual leave for that time period later becomes available, the leave shall be approved in the order that the request was received. If workload necessitates changes in scheduled leave, the supervisor will notify the affected employee(s) at such time as situations develop and will discuss the reason for the change. Consideration will be given to seniority, and requisite skills required when changing scheduled leave.

SECTION 5. Employees may be authorized the use of the leave that they are entitled to earn within a leave year at any time during that leave year. It is agreed that employees will not be required to schedule all of their use or lose annual leave. However, the Parties recognize that management of annual leave to avoid forfeiture is a responsibility shared by employees and their supervisors. All use or lose annual leave must be requested and approved in writing before the start of the third biweekly pay period prior to the end of the leave year to be considered for restoration.

SECTION 6. Accrued annual leave may be carried over to the next leave year in accordance with applicable laws and regulations. All annual leave scheduled and forfeited because of exigencies of the public business, sickness, or administrative error may be restored under the conditions outlined in FAA Order 3600.4, Absence and Leave. Requests for restoration of forfeited annual leave will be initiated by the employee.

SECTION 7. Annual leave for emergency reasons, except where circumstances prevent, will be requested by telephone normally within one (1) hour after the start of the shift. Employees should request emergency annual leave by contacting their immediate supervisors, or other persons designated by management to receive such requests, as soon as possible after the start of their regular shift. If the supervisor and the designee are unavailable to accept the request, the employee must leave a message.

SECTION 8. Request for annual leave to observe the Sabbath, a special religious holiday, or employee's birthday shall be granted if operational conditions permit.

SECTION 9. For this Article, in determining years of service, an employee is entitled to credit for all service of a type that would be creditable under 5 USC 8332 and 8411.

SECTION 10. Except as otherwise provided for in this Agreement, employees are covered by the annual leave and lump sum payment provisions contained in 5 USC Chapter 55, Chapter 63 and the associated regulations in 5 CFR.

ARTICLE 31

SICK LEAVE

SECTION 1. Employees earn and are granted sick leave in accordance with agency guidelines and this Article.

SECTION 2. Sick leave shall be approved for an employee who is incapacitated for the performance of his/her duties. Under circumstances involving a contagious disease which requires restriction of movement, isolation, or quarantine of a member of an employee's immediate family, for a specified period, as prescribed by the public health authorities having jurisdiction, sick leave is warranted if the employee is required to care for the patient or his/her presence at work might endanger the health of his/her co-workers. Unless prohibited by operational conditions, sick leave for routine medical, dental or optical examination or treatment shall be granted provided it is requested in advance. Requests for unanticipated sick leave shall be made as soon as possible, prior to the scheduled starting time of the employee's shift. However, if the degree of illness or injury prevents such notification, the employee will notify the Employer as soon as possible. In cases of extended absences, and when an employee provides the Employer with a tentative return to work date, he/she shall only be required to notify the Employer on the first day of each occurrence of illness and shall not be required to call in on a daily basis, unless specifically required by the Employer.

SECTION 3. Employees shall not be required to furnish a medical certificate to substantiate a request for sick leave of three (3) days or less. An employee shall be required to furnish a medical certificate for absences of more than three (3) workdays, except that this requirement may be waived by the Employer in individual cases. If a physician was not consulted, a signed statement from the employee giving the facts about the absence, the treatment used, and the reasons for not having a physician's statement may be accepted as supporting evidence by the supervisor.

SECTION 4. An employee should request sick leave by contacting his/her immediate supervisor or designee, by telephone as soon as possible after the start of his/her regular shift. The employee will also give the anticipated date of return to duty. If the supervisor and the designee are unavailable to accept the phone call, the employee shall leave a message. Under normal circumstances, this request will be made by telephone within one (1) hour after the shift begins. Approval of sick leave for prearranged medical appointments will normally be secured from the Employer in advance of the absence.

SECTION 5. The number of hours of sick leave used shall not, in and of itself, constitute just and sufficient cause for sick leave counseling.

SECTION 6. In individual cases, where there is cause to believe an employee may be abusing sick leave, the employee shall be given advance written notice, indicating the reason(s) that he/she will be required for a period of time, not to exceed six (6) months, to furnish a medical certificate for each subsequent absence. When it has been determined

by the Employer that the requirement is no longer necessary, the employee shall be notified in writing, the previous notice(s) shall be removed from the records and all copies shall be returned to the employee.

SECTION 7. An employee who, because of illness, is released from duty, shall not be required to furnish a medical certificate for that day.

SECTION 8. Whenever an employee's request for sick leave is disapproved, he/she shall be given a written reason, if requested.

SECTION 9. Records of employee sick leave balances will be restricted to those with a need to know. The employer shall not publicly post individual sick leave records.

SECTION 10. Each employee may be granted an advance of up to thirty (30) days sick leave, for serious disability or ailment, except when:

- a. it is known that he/she does not intend to return to duty or when available information indicates that his/her return is only a remote possibility;
- b. he/she has filed or the Agency has filed an application for disability retirement;
- c. he/she has signified his/her intention of resigning for disability.

The absence because of illness must be for a period of five (5) or more consecutive workdays, but the actual advance of sick leave may be for all or any part of the total absence. See FAA Order 3600.4.

SECTION 11. Employees may be requested to exit the facility through the Occupational Health Division. An employee who is released from duty on advice of the Occupational Health Division shall not be required to furnish a medical certificate to substantiate sick leave for the day he/she was released from duty.

SECTION 12. When immediate medical treatment is necessary for an employee who becomes seriously ill or injured at work and the employee is unable to transport him/herself, the Employer shall arrange for transportation to a physician, medical facility or other designated location. If requested by the employee, or if the employee is unable to request, the Employer shall notify the employee's family or designated party of the occurrence and location of the employee.

SECTION 13. When an employee is unable to do so because of serious injury, incapacitation or illness, the Employer shall make every reasonable effort to assist the employee's family in filing appropriate documents for entitlements to the employee or the employee's family.

SECTION 14. *Federal Employees Family Friendly Leave Act (FEFFLA)*. Employees may use sick leave for family care or family bereavement purposes in accordance with the Federal Employees Family Friendly Leave Act (FEFFLA), effective December 2, 1994. Employees may use up to 40 hours of earned sick leave each year for these purposes, and if necessary, to use an additional 64 hours of earned sick leave, as long as

they maintain a balance of 80 hours in their sick leave account. Employees may use sick leave within the same parameters that they are allowed to use sick leave for themselves. In addition, effective September 30, 1994, employees also may use sick leave for purposes related to the adoption of a child, such as travel, court appearances, and appointments with adoption agencies, social workers, and attorneys.

ARTICLE 32

FAMILY AND MEDICAL LEAVE

SECTION 1. The Parties agree that requests for leave under the Family and Medical Leave Act and the Expanded Family and Medical Leave Policy, will be processed in accordance with the Act and governing rules and regulations.

SECTION 2. The Family and Medical Leave Act (FMLA), provided eligible employees an entitlement to 12 workweeks of unpaid leave (LWOP) during any 12-month period for one or more of the following reasons:

- a. the birth and care of a son or daughter of the employee;
- b. the placement of a son or daughter with employee for adoption or foster care;
- c. to care for spouse, son, daughter, or parent with a serious health condition; or
- d. for the serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position.

SECTION 3. The Expanded Family and Medical Leave Policy, provided for approval of 24 hours of LWOP during any 12-month period to fulfill certain family obligations. These include participation in school activities directly related to the educational advancement of a child; accompany children to routine medical and dental examinations; and tend to the needs of older relatives.

SECTION 4. An employee may choose to substitute annual or sick leave, or advance annual or sick leave, consistent with existing regulations, for any part of the above FMLA entitlements.

ARTICLE 33

PRENATAL/INFANT CARE

SECTION 1. When employees request, they shall receive an uninterrupted period of leave for up to six (6) months for prenatal/infant care needs, in accordance with the Family and Medical Leave Act, and the Expanded Sick Leave Policy.

SECTION 2. Subject to operational conditions, employees may be approved for prenatal/infant care leave for an additional three (3) months. Except as provided for in the "Family and Medical Leave Act of 1993", employees on prenatal/infant care leave under this Section are subject to recall to duty with twenty-one (21) days notice, when unforeseen operational conditions necessitate a return to duty.

SECTION 3. During the period of leave under this Article, the employee may choose how and in what order such absence will be recorded: sick leave, annual leave, credit hours, compensatory time, and/or LWOP, to the extent that annual leave, sick leave, credit hours, and/or compensatory time is available. Advance sick leave may not exceed thirty (30) days.

SECTION 4. During the period of leave under this Article, retirement, health benefits and life insurance benefits will be continued to the extent permitted by applicable law and regulation.

SECTION 5. To the extent operational conditions permit, employees may be allowed to work part-time to accommodate prenatal/infant care needs.

SECTION 6. The provisions of this Article shall apply to each instance of childbirth or infant adoption.

ARTICLE 34

LEAVE FOR SPECIAL CIRCUMSTANCES

SECTION 1. Employees may, under certain circumstances, be excused from duty without charge to leave or loss of pay. This type of absence results from an administrative determination that the circumstances surrounding the absence are such that employees should not lose pay or leave. Specific examples are provided below as well as in FAA Order 3600.4:

SECTION 2. Employees who wish to serve as bone-marrow or organ donors are entitled to up to seven days paid leave each year. This leave is in addition to any other type of regular leave the employee may need to use (e.g., sick, annual, family-medical leave). The length of absence will depend upon the specific medical circumstances of each case.

SECTION 3. Upon request, employees may be granted up to 4 hours of excused absence, without charge to annual or sick leave, in connection with each blood donation. Employees must request excused absence for this purpose and obtain approval. Such requests will be subject to the operational demands of the organization.

- a. Excused absence for blood donations is for the sole purpose of traveling to and from the site where blood will be donated, clinical time for the extraction of the blood, and recuperation or recovery time required as a result of donating blood. Recuperation time shall be taken immediately following the blood donation.
- b. Upon return to work, employees must furnish documentation, signed by an official of the institution receiving the donation, which reflects the date, time, and location of the donation.
- c. Excused absence for this purpose is only authorized for employees who donate blood. Employees who sell their blood are not authorized excused absence, therefore any time off work must be charged to annual leave or leave without pay.
- d. Normally, employees who are unable to donate blood will return to their worksite immediately.

SECTION 4. In the event of a death in the employee's immediate family, annual leave, sick leave, compensatory, credit hours, or LWOP shall be granted. The amount of leave shall depend upon the circumstances in each individual case with a minimum of (10) days approved. Immediate family is defined as father, mother, brother, sister, spouse, child of the employee or spouse, father-in-law, mother-in-law, and relatives permanently residing in the employee's household or with whom the employee permanently resides. Sick leave used for this purpose will be in accordance with Article 32, Section 2.

SECTION 5. The Parties agree that employee requests for LWOP will be considered in accordance with agency policy contained in FAA Order 3600.4.

ARTICLE 35

JURY DUTY AND COURT LEAVE

SECTION 1. Performance of jury duty is considered a basic civic responsibility of all employees of the agency. Although temporary loss of the employee's service may impair operating capabilities, the employee's civic duty is important.

SECTION 2. If the employee's regularly scheduled tour of duty for the period covered by court leave includes any overtime or holiday, Sunday, or night shift work, the individual is entitled, except to the extent prohibited by applicable statutes, to all other such pay as if this time were worked and the employee had not been on court leave for the judicial proceeding. This leave is recorded as "court leave." Court leave extends from the date specified in the summons on which the employee is to report until the time he/she is discharged regardless of the number of hours per day or days per week. When an employee is discharged or excused for one day or a substantial portion of a day (e.g., one-half day) he must return for duty in his position if his place of employment is located in the same local commuting area as the court. Employees assigned to night duty shall be granted court leave on the days on which court duty is to be performed when attendance in court would cause them to lose time for needed rest. Generally, fees received for jury or witness service on a non-workday, a holiday, or while in a leave without pay status may be retained by the employee. Any mileage and subsistence allowance received may be retained by the employee.

SECTION 3. At the request of an employee who has been granted court leave, his/her regular days off shall be changed to coincide with his/her jury service regular days off. This change of the employee's regular days off shall not entitle the employee to receive pay in excess of that authorized for his/her rescheduled tour of duty.

SECTION 4. When an employee is summoned as a witness in a judicial proceeding to testify in an unofficial capacity on behalf of any part where the United States, the District of Columbia, or any state or local government is a party, in the District of Columbia, a state, territory or possession of the United States, including the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands, he/she is entitled to court leave during the time he/she is absent as a witness. When an employee is summoned or assigned by the agency to testify in an official capacity on behalf of the United States Government or the Government of the District of Columbia, he/she is in an official duty status as distinguished from a leave status, and is entitled to his/her regular pay. An employee, not in an official capacity, who is summoned as a witness on behalf of a private party when a party is not the United States, the District of Columbia, or state or local government, may be granted his/her choice of annual leave or leave without pay for his/her absence as a witness.

ARTICLE 36

HAZARDOUS GEOLOGICAL/WEATHER CONDITIONS

SECTION 1. Given the essential nature of FAA responsibilities, employees are expected to make a reasonable effort to report for work during hazardous geological/weather conditions; however, they are not expected to disregard their personal safety or that of their family. All employees who are unable to report for duty shall notify the Employer as soon as possible.

SECTION 2. When the Employer at the appropriate level, after consulting with the Union, determines that hazardous geological/weather conditions exist or are imminent, on-duty bargaining unit employees shall be released on excused absence as soon as operational conditions permit. If some employees are required to remain on duty, volunteers shall be utilized to the extent possible.

SECTION 3. The Employer retains the right to determine the opening, closing, and use of its facilities during periods of hazardous geological/weather conditions. Subject to security and operational conditions, the Parties at the Academy may review existing emergency readiness plans and, to the extent appropriate, negotiate supplemental procedures addressing the work and family safety concerns of employees during such hazardous conditions.

SECTION 4. In the event of inclement weather employees should call the Aeronautical Center Weather Status recording at (405) 954-0040 or view the Internet site <http://www.mmac.jcabi.gov>. The Parties shall negotiate changes to the procedures that the Employer shall use to notify employees in the event that they are excused from reporting for duty.

ARTICLE 37

DETAILS AND TEMPORARY PROMOTIONS

SECTION 1. The Parties agree that the Employer retains the right to decide which position, if any, shall be filled by **temporary internal assignment**.

SECTION 2. Employees in the Unit shall be **assigned** in accordance with applicable laws and regulations.

SECTION 3. Informal **assignments** of employees for 30 calendar days or less may be authorized. The Employer agrees that a copy of the official action authorizing **an assignment** in excess of 30 days to positions involving different basic duties, shall be incorporated in the employee's Official Personnel Folder. The Parties agree that it is the responsibility of individual employees to update their personal qualifications of record to reflect experience and training gained through informal **assignments** whenever different duties were performed.

SECTION 4. To the extent practicable, opportunities for **temporary internal assignments** within the immediate work group/area shall be afforded to those employees of the immediate work group/area in an equitable manner among qualified employees.

SECTION 5. When it is known that a higher-grade/level position shall be temporarily vacant for a period of 30 days or more and a full performance level bargaining Unit employee is assigned to fill the position for the period of the vacancy, that employee shall be given a temporary promotion as soon as the administrative requirements can be met and the necessary paperwork is effected. Temporary promotions shall not exceed **6 months** unless selections are through the merit promotion process. Temporary promotions shall be effected in accordance with the regulations governing such promotions. If an employee is to be compensated at a higher rate of basic pay, he/she must meet the minimum qualification requirements of the position.

SECTION 6. Assignments to duties normally performed at higher-grade levels shall never be considered as upgrade training for the purpose of avoiding payment at the higher rate.

SECTION 7. If administrative restrictions on promotions are imposed by appropriate authority, the provisions of this Article relative to temporary promotions do not apply.

SECTION 8. Temporary assignments to a position at the same or a lower grade, or to an unclassified set of duties, may be made non-competitively for a period not exceeding 2 years (with one set of paperwork) and with no reduction in basic pay. The selecting official may, at her or his discretion, choose to use competition to fill the position. Assignments may be extended beyond 2 years if the FAA Academy determines that there is a critical need.

SECTION 9. Temporary assignments to a higher-graded position may be made for up to 2 years (with one set of paperwork). They may be made non-competitively for a period not exceeding 6 months. Competition is mandatory for actions exceeding 6 months. If the employee is paid at the higher grade, the Office of Human Resource Management will determine applicability of Highest Previous Rate. The change back to the employee's permanent grade will not be considered an adverse action. An employee may not have more than 6 months in one or more non-competitive assignment(s) to a higher graded position during any 12-month period.

SECTION 10. Prior to making temporary assignments away from the Aeronautical Center, volunteer requests shall be solicited from the immediate work group if operational conditions permit. This provision shall not apply to employees who are required to travel on a regular recurring basis in connection with their official duties. To the extent operational conditions permit, temporary assignments among equally qualified employees shall be made on an equitable and rotational basis. A record of assignments will be kept at the division level.

ARTICLE 38

REASSIGNMENTS

SECTION 1. Unless operational conditions do not permit, the Employer agrees to give employees 14 days and when possible 30 days formal oral or written notification of reassignments within NAS Technical Services. When possible, the Employer shall seek volunteers for reassignments among qualified employees with the requisite skills.

- a. When volunteers are utilized, they shall be reassigned in order of seniority.
- b. In the event sufficient volunteers for reassignment are not received, the employer will develop a list of all employees that meet the qualifications necessary for the reassigned position. The list will then be ranked in order of seniority and, operational conditions permitting, selections shall be made starting with the least senior.

ARTICLE 39

PROMOTIONS AND TRANSFERS

SECTION 1. The Parties agree that the purpose and intent of the merit promotion process is to insure that employees are given full and fair consideration for advancement and to assure selection from among the best qualified candidates. It is further agreed that the plan in NAS Technical Services shall be administered in accordance with applicable laws and regulations.

SECTION 2. Department of Transportation, agency-wide, and regional vacancy announcements shall be available to all interested personnel. All employees shall be extended Internet/Intranet access for the purpose of viewing DOT, agency-wide and regional vacancy announcements.

SECTION 3. Upon request, the Employer shall make the following information available to an employee and his/her representative if representation is requested.

- a. Whether the employee was considered for promotion and, if so, whether he/she was found eligible on the basis of the minimum qualification requirements for the position;
- b. Whether the employee was one of those in the group from which the selection was made;
- c. Who was selected for promotion; and
- d. In what areas, if any, the employee should improve himself/herself to increase his/her chances of future promotion.

SECTION 4. The Parties recognize that minimum qualification standards used for promotions shall be standards prescribed by the Office of Personnel Management (OPM); or agency developed qualification standards approved by the line of business. In keeping with the spirit and intent of Federal laws and regulations regarding discrimination, the Employer agrees to recognize and establish qualification requirements and selective placement factors in accordance with applicable laws and regulations.

SECTION 5. An employee desiring in-grade or downgrade transfer to a position for which he/she is qualified may file an application for such position in accordance with FAA internal placement procedures as contained in HRPMP EMP 1.14, Permanent Internal Assignments, paragraph 9, employee requested reassignments. These procedures assure the employee consideration for in-grade/downgrade positions.

SECTION 6. To the extent possible when filling NAS Technical Services bargaining Unit positions by either promotion or in-grade reassignments, the Employer shall consider bargaining Unit members before considering employees from other sources.

ARTICLE 40

TEMPORARY ASSIGNMENTS, TRAVEL AND PER DIEM

SECTION 1. The Parties agree to adopt the Federal Aviation Administration Travel Program (FAATP), signed by the FAA administrator on October 6, 1998, as the base travel policy, except as otherwise noted in this Article. The FAATP is a single source document for FAA travel and relocation policy. The FAATP contains all previously applicable FAA travel guidance including the previously negotiated Travel Reform Initiative Policies (TRIPs). Any negotiable changes to the FAATP subsequent to this agreement will require notice to the Union and additional bargaining upon request.

SECTION 2. The desires of the traveler shall be considered to the extent that they are not inconsistent with the principle that travel by common carrier generally results in the least costly and most expeditious method of travel. If an employee is permitted to travel by privately owned vehicle (POV), mileage reimbursement for a POV shall be limited to the maximum mileage allowance determined by GSA and set forth in the FAATP, and shall not exceed the cost of the authorized/preferred method. When the authorized/preferred method is a government owned/leased vehicle, the cost shall be computed in accordance with the FAATP.

SECTION 3. All bargaining unit employees expected to travel more than once per year will obtain and use the government travel charge card.

- a. Any disputes over billings will be between the employee and the company issuing the credit card.
- b. Disciplinary action against an employee which is contemplated or effected in connection with the travel charge card will be covered by disciplinary procedures negotiated in this Agreement.
- c. The Employer agrees to make every effort practicable to preclude an employee's use of personal funds for payment by facilitating and processing the employee's claim within the time limits required.

SECTION 4. If an employee travels via POV, and a rental car would have been authorized if traveling via common carrier then reasonable local mileage and tolls shall be authorized for the duration of the temporary assignment.

SECTION 5. When the Agency implements a split payment system the employee may indicate on the travel voucher what amount will be paid to the credit card contractor and what amount is to be reimbursed to the employee. If the employee directs all the money to be paid to him/her, the employee remains responsible for the government credit card contractor debt.

SECTION 6. The Parties agree to the provisions of FAATP relative to telephone calls while in TDY status.

- a. Employees with a Government calling card are allowed to call their residence, not to exceed five minutes average per day. These employees will not be reimbursed on their voucher for calls to their residence or family.
- b. Employees who do not have a Government calling card are authorized calls in accordance with Article 52 of this agreement.
- c. In those instances where calls are made from outside the continental United States, a claim of no more than five documented minutes may be made for each day in a travel status. If a receipt is not available, \$10 is the maximum reimbursement allowed for calls from outside the continental United States.

SECTION 7. Employees on official travel overseas are authorized two five minute commercial telephone calls in a 7-day period. Whenever possible, employees shall use Government owned/leased equipment for official long distance telephone calls and other communications services while on official TDY travel. If such services are not available, employees should use the least expensive type of available commercial service. An additional phone call home may be authorized when an employee's travel arrangements are significantly affected (e.g., the return date changes) due to FAA requirements, and the employee must arrange for revised procedures covering issues such as child care, travel arrangements from the airport to home, etc.

SECTION 8. Travel vouchers and supporting documentation will be audited by the disbursing accounting office using post payment statistical sampling procedures. The Employer will maintain travel records and establish and maintain a record file in accordance with applicable regulations. When the record is established, Union coordination will be sought prior to implementation.

SECTION 9. Employees will receive a reduced per diem rate for extended stays. An extended stay meets any one of the following criteria:

- a. exceeding 30 calendar days, or
- b. 15 class days, or
- c. 4 nights in a government owned or leased facility with kitchen facilities.

The flat rate is 60 percent of the maximum per diem rate for the area as set by the General Services Administration. This 60% rate will apply to the lodging and meal rates only under the extended stay criteria. The reduced per diem rate is to be indicated on the travel authorization and voucher. Vouchers are to be submitted within 5 working days after completion of travel or every 30 days if the employee is in a continuous travel status. The reduced rate is payable to the traveler without itemization and receipts. The employee is responsible for the resulting tax liability, if any. If lodging at the reduced rate is unavailable, the employee may request actual expense reimbursement.

SECTION 10. The Employer shall make a reasonable effort to plan activities and schedule travel so that an employee performs necessary travel away from his/her official duty station during his/her regularly scheduled tour of duty.

SECTION 11. All matters not specified above relating to temporary assignments and associated per diem shall be governed by agency directives as set forth in FAATP.

SECTION 12. If FAA policy for exempt employees, or FLSA policy for nonexempt employees does not provide for overtime pay for travel outside the employees regularly scheduled tour of duty, the Employer agrees to compensate employees with compensatory time for any such hours. However, management may choose to substitute overtime pay for such compensatory time. The hours that constitute such travel time will be determined in accordance with FAA policy for exempt employees, or FLSA policy for nonexempt employees.

ARTICLE 41

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SECTION 1. The Parties agree to cooperate in providing equal employment opportunity for all persons in prohibiting discrimination in employment because of race, color, religion, physical or mental disability, marital status, political affiliation, sex, age, national origin, or sexual preference and in promoting the full realization of equal employment opportunity through positive and continuing efforts.

SECTION 2. The Parties and Unit employees shall cooperate to remove and avoid prejudice, discrimination, or the appearance of such, based upon race, color, religion, physical or mental disability, marital status, political affiliation, sex, age, national origin or sexual preference.

SECTION 3. The Parties and Unit employees agree to cooperate with the Equal Opportunity Officer in administering the EEO Affirmative Action Plan.

SECTION 4. Employees who, by EEO mandate, are given the right to review sanitized bid packages may not make or receive copies of the packages unless specifically authorized by law or regulation.

SECTION 5. The Parties jointly support an organizational environment that is free of sexual harassment and discrimination. Every effort shall be made to protect and safeguard the rights and opportunities of all individuals to seek, obtain, and hold employment without subjugation to sexual harassment or discrimination of any kind in the work place.

ARTICLE 42

MODEL WORK ENVIRONMENT

SECTION 1. The Parties agree that all forms of discrimination and harassment are unlawful and offensive forms of behavior. All employees have the right to perform their duties and be proud of their careers, free of discrimination and harassment.

SECTION 2. The Parties affirm that discrimination and harassment shall not be tolerated within the FAA. All employees have a responsibility to behave in an appropriate manner and to take action to prevent and eliminate discrimination and harassment in the workplace. Creating, fostering or condoning discrimination/harassment will not be tolerated.

SECTION 3. The Parties expect all employees to respect each other's contributions, work together harmoniously and effectively, treat each other with dignity and respect, and report instances of discrimination and harassment whether observed or encountered.

SECTION 4. The Parties will move closer to creating and maintaining a positive work environment where all employees have the opportunity to develop to their potential and contribute fully to the organization; that supports and encourages the contributions of all employees; where discrimination and harassment in the workplace have been eliminated; and that is reflective of regional diversity.

SECTION 5. The Parties agree that each employee must accept the responsibility and accountability to make the workplace free from discrimination and harassment, to strive to create and maintain the model Federal Workplace.

ARTICLE 43

ACQUIRED IMMUNO-DEFICIENCY SYNDROME (AIDS)

SECTION 1. Employees infected by the Human Immuno-deficiency Virus (HIV), or with Acquired Immuno-Deficiency Syndrome (AIDS) shall be allowed to work free from discrimination on the basis of their medical condition. Under the provisions of 29 CFR 1614.203, qualified handicapped bargaining unit employees will be reasonably accommodated, in accordance with the Rehabilitation Act of 1973, as amended. It is the employee's responsibility to provide medical information regarding the extent to which a medical condition is affecting availability for duty or job performance to enable the Employer to reasonably accommodate the employee.

SECTION 2. The Parties agree that medical documentation and other personal information related to the medical condition of bargaining unit employees with AIDS or HIV positive shall be treated in a way to protect confidentiality and privacy. Except as follow-up to an identified medical condition, Airman Medical Examiners shall not inquire as to the potential HIV/AIDS status of a bargaining unit member.

ARTICLE 44

OCCUPATIONAL SAFETY AND HEALTH

SECTION 1. The Employer shall abide by P.L. 91-596 and Executive Order 12196, concerning occupational safety and health, and regulations of the Assistant Secretary of Labor for Occupational Safety and Health and such other regulations as may be promulgated by appropriate authority.

SECTION 2. The Employer shall make every reasonable effort to provide and maintain safe and healthful working conditions. Factors to be considered include, but are not limited to, proper heating, air conditioning, ventilation, air quality, lighting and water quality.

SECTION 3. The Employer agrees to continue an Aeronautical Center Occupational Safety and Health Committee. The committee will meet as frequently as required by the Charter of the Occupational Safety, Health, and Environmental Compliance Committee (OSHECOMM). The Union shall be entitled to designate a minimum of one (1) representative and one (1) alternate.

SECTION 4. The committee shall review the progress in occupational safety and health at the facility and determine which areas should receive increased emphasis. Consistent with the provisions of the Privacy Act, each member of the committee shall have access to all on-the-job accident and illness reports and all employee reports of unsafe or unhealthful working conditions filed in the facility. The committee shall forward recommendations for action on matters concerning occupational safety, health, lighting and air quality. The Employer shall, within a reasonable period of time, but not to exceed thirty (30) days, advise the committee that the recommended action has been taken, or provide reasons, in writing, why the action has not been taken.

SECTION 5. Training of Union-designated Occupational Safety and Health Committee members shall be in accordance with 29 CFR 1960.58 and 1960.59(b). Bargaining unit members shall receive safety and health training in accordance with 29 CFR 1960.59(a).

SECTION 6. The Employer shall supply and replenish first aid kits which shall include, at a minimum: blood-borne pathogen clean up kits, remedies for gastrointestinal relief, alcohol swabs, acetaminophen, aspirin, ibuprofen, gauze pads and band-aids. These kits shall be readily accessible to bargaining unit employees at all hours of facility operation.

SECTION 7. The Employer shall periodically review fire evacuation procedures with all personnel and provide training in the operation of fire extinguishers and other related equipment in each building. Fire evacuation plans shall be conspicuously displayed and reviewed with every employee. Assistance from local fire departments may be utilized in developing evacuation plans and conducting the training required under this Section.

SECTION 8. The Employer may establish a formal, locally administered first aid and CPR training course(s) for bargaining unit employees who volunteer for such training. This course may be given by any local agency which is accredited by the Red Cross or other accredited authority. All training shall be conducted on duty time.

SECTION 9. In the event of construction or remodeling within a building, the Employer shall insure that proper safeguards are maintained to prevent injury to bargaining unit employees.

SECTION 10. If the Employer initiates or permits the use or storage of chemicals, pesticides, or herbicides at any building, Material Safety Data Sheets (MSDS) for each chemical, pesticide or herbicide shall be provided to the Union prior to use/storage. Any pregnant/nursing employees or personnel with medical conditions which could be aggravated by the use of the chemicals, pesticides, or herbicides shall be reasonably accommodated in a manner so as to prevent exposure. All chemicals, pesticides, and herbicides shall be used in accordance with applicable law and the manufacturer's guidelines and precautions.

SECTION 11. The Employer shall test for evidence of drinking water contamination (by Radon or other contaminants exceeding EPA water quality standards) at the Aeronautical Center, at least once every three (3) years and more often if there is evidence of possible contamination. If such testing validates the contamination, and if corrective action or abatement cannot readily be taken, the Employer will provide bottled water and associated equipment or other potable water meeting EPA/OSHA standards for the use of all bargaining unit employees until the contamination has been corrected/abated, as evidenced by a normal water test taken at least ten (10) days following correction/abatement.

SECTION 12. Indoor air quality concerns identified by the Occupational Safety and Health Committee, including those involving "sick building syndrome," shall be investigated using the advisory standards of the American Society for Heating, Refrigerating and Air-conditioning Engineers, and EPA and OSHA guidelines. All test results shall be provided to the Union as soon as they are available.

ARTICLE 45

ASBESTOS

SECTION 1. At intervals not greater than every six (6) months, the Employer shall conduct an inspection of asbestos containing building materials (ACBM) in accordance with OSHA/EPA protocol, in all facilities known to contain friable asbestos-containing materials (ACM) or non-friable ACM which is likely to become friable, whether exposed or contained internally in the construction of the facility. Upon request, the principal Bargaining Unit Representative or his/her designee shall be allowed to observe the inspection/test process and shall receive a written copy of the results. All inspection/testing shall be conducted by an accredited asbestos inspector. The Union, at its own expense, may designate an Industrial Hygienist to observe all air monitoring activities conducted by the Employer's accredited inspector.

SECTION 2. The Parties shall meet jointly to review a model contingency plan which will be applicable to those facilities referenced in Section 1.

SECTION 3. Any evidence of visible release or airborne asbestos contamination, in excess of FAA/OSHA safety limits, shall result in immediate control steps by the Employer to abate the hazard caused by the asbestos. The Employer shall retain an asbestos abatement contractor as soon as possible.

SECTION 4. The Employer and all abatement contractors hired must comply with all applicable OSHA, EPA, FAA, local, and state regulations regarding asbestos. Contractors directly involved in the abatement process must be certified by their local and state governments.

SECTION 5. The Employer will relocate bargaining unit employees outside of the affected work area while asbestos removal, repair, or renovation work is being done. This includes any work where asbestos may be disturbed due to construction activity.

SECTION 6. During abatement projects, the abatement contractor will be required to seal off the abatement area with critical barriers or containment areas with a negative pressure enclosure. They will ensure and maintain negative pressure at all times in containment.

SECTION 7. Decontamination facilities will be provided for all abatement workers and strict decontamination procedures will be enforced to insure that workers cannot bring asbestos outside of the enclosure.

SECTION 8. All abatement workers will be trained in accordance with OSHA, EPA, state and local regulations. Bargaining unit employees who work in facilities known to contain asbestos will receive asbestos awareness training before any major renovation or removal project in their work place.

SECTION 9. The contractor will be required by the Employer to take air samples every day by Phase Contrast Microscopy (PCM) both inside and outside the containment. Sample results will be posted the day they are received. Results will be made available to the Union immediately upon request. Representative personal monitoring shall also be conducted in accordance with the model contingency plan, during abatement of the affected area, on at least one (1) employee in areas occupied by bargaining unit employees.

SECTION 10. The abatement area cannot be reoccupied until it has passed a visual inspection and met an aggressive clearance air sampling criteria, e.g., by PCM or Transmission Electron Microscopy (TEM), in accordance with applicable regulations.

SECTION 11. During any abatement project or air monitoring, project oversight will be provided by a competent person (in accordance with CFR 1926.32(f)), whose report will be shared, upon request, with the Union by the Employer. The Union, at its own expense, may designate an Industrial Hygienist to observe the work of the abatement contractor. Upon request, the Union will be given the air sampling slides for validation by an accredited laboratory, either on- or off-site. These materials will be returned to the Employer with a written chain-of-custody record covering the period during which they were outside the possession of the Employer. Upon request, the Union's Hygienist will be given the opportunity to validate, through an accredited laboratory, any air samples collected by the Employer. The Union's Hygienist will be allowed to perform side-by-side TEM air monitoring on a random basis, on days and times to be determined by the Union, at the Union's expense. The Parties will exchange copies of all reports, records, memoranda, notes, and other documents prepared by the Employer, the Employer's contractor, the Union, the Union's Hygienist, and the Union's accredited laboratory. The Union will give the Employer advance notice of visits by its Hygienist.

SECTION 12. Bargaining unit employees who have been exposed to levels equal to or greater than OSHA permissible exposure limits shall be eligible for medical surveillance programs paid for by the Employer, in accordance with OSHA standards/FAA directives.

ARTICLE 46

SUBSTANCE TESTING

SECTION 1. All drug/alcohol testing conducted by the Employer shall be done in accordance with applicable law, Government-wide rules, regulations, and agency directives.

SECTION 2. Any testing of employees shall be conducted in a secure, sanitary area, and the privacy and dignity of the employee shall be respected in accordance with Department of Health and Human Services Guidelines.

SECTION 3. An employee who wishes to have a Union representative present during the specimen collection or alcohol test, shall be permitted to do so, provided a representative is readily available and the collection is not delayed. The employee shall notify their supervisor of their desire to obtain representation as soon as the employee learns that he/she is to be tested. The representative shall be permitted to observe the actions of the collector but shall not interfere with the collection process in any manner. The employee shall be allowed to confer for a reasonable period of time with the representative.

SECTION 4. When reasonable suspicion exists that an employee is using illegal drugs/alcohol, either on or off duty, the Employer may require that an employee submit to drug testing. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn by an appropriate Management official from these facts in light of experience. The determination that reasonable suspicion exists shall be based on DOT 3910.1C such as: a) observable phenomena such as direct observation of drug/alcohol use and/or physical symptoms of being under the influence of a drug/alcohol; or b) information provided either by reliable and creditable sources or independently corroborated.

SECTION 5. At the time an employee is ordered to submit to drug/alcohol testing based on reasonable suspicion of illegal drug use, he/she shall be given a written statement setting out the basis for establishing reasonable suspicion. Upon the employee's request, a copy of the statement shall be provided to the Union representative. In the event that a reasonable suspicion test (urinalysis or breathalyzer) produces a negative result, any references to reasonable suspicion shall be expunged from all formal and informal files.

SECTION 6. Educational materials may be made available to all employees which explain the requirements of the drug and alcohol program and the agency's policies and procedures.

SECTION 7. Union representatives may be provided training comparable to that provided supervisors and managers, as prescribed in DOT 3910.1C.

SECTION 8. Random testing of bargaining Unit employees shall be conducted in accordance with DOT 3910.1C.

ARTICLE 47

SELF-REFERRAL

SECTION 1. An employee in a safety sensitive position who voluntarily identifies him/herself as someone who uses illegal drugs or misuses alcohol, prior to being identified through other means, shall not be identified to the Employer on the first occurrence of such self-referral, for the purposes of taking disciplinary action.

SECTION 2. An employee may self refer except under the following circumstances:

- a. the employee has received specific notice that he/she is to be tested for drugs or alcohol;
- b. a substance abuse staff has arrived at the employee's facility to conduct testing;
- c. the Employer is awaiting the results of a drug test taken by the employee;
- d. the employee has previously completed an Employer-approved rehabilitation program in accordance with DOT Order 3910.1C; or
- e. the employee is under investigation by the Employer for alleged substance abuse and the employee has been made aware of the investigation.

SECTION 3. An employee who voluntarily self-refers under this Article shall not be subject to disciplinary action based only on substance abuse, if the employee:

- a. obtains counseling through the Employer's Employee Assistance Program, and successfully completes his/her EAP recommended rehabilitation program; and
- b. refrains from any further use of any illegal drug and all alcohol misuse in accordance with the policy of DOT Order 3910.1C.

SECTION 4. The flight surgeon shall contact the employee's manager and notify him/her of the approximate length of time that the employee will be temporarily removed from their safety sensitive duties for medical reasons. The nature of the medical problem shall not be released.

SECTION 5. An employee who uses sick leave in connection with rehabilitation under this Article shall not be required to provide a medical certificate under Article 39.

SECTION 6. When the employee has sufficiently recovered, he/she will be scheduled for return to duty substance testing. Upon passing the return to duty test, the employee's manager shall be informed that the employee is no longer removed for medical reasons, and may return to their normal duties. If the employee does not pass the return to duty test, the employee's manager will be informed and the employee offered an opportunity to enter into a last chance agreement.

SECTION 7. All follow-up testing shall be conducted in a manner that will protect the privacy of the employee and whenever feasible, be conducted off the facility grounds.

ARTICLE 48

PSYCHOLOGICAL TESTING

SECTION 1. The Employer shall not require psychological testing as a part of any annual recurring physical examination. Nothing in this Article precludes the Employer from requiring psychological testing on a case by case basis whenever the Federal Air Surgeon or his designee may determine that such examination is necessary. A psychological test shall not be required solely on the basis of hearsay type statements.

ARTICLE 49

RETIREMENT AND DEATH BENEFITS

SECTION 1. The Employer recognizes its obligation to fully inform employees about all benefits for which they may be eligible and the costs and consequences of benefit plans or options, and to encourage them to avail themselves of such benefits, and to assist them in initiating claims. The Employer agrees to take affirmative action to fulfill this obligation through such means as supplying brochures, pamphlets, other appropriate information and assisting employees in filing benefit claims. This information/assistance shall be made available to all bargaining unit employees at their request.

SECTION 2. The Employer shall establish a personnel action system which requires priority processing of packages related to employee deaths. Such personnel actions shall take priority over all other personnel actions.

SECTION 3. After an employee's death, and with the beneficiary's consent, the Employer may dispatch a knowledgeable representative to the home of the deceased employee's primary beneficiary, if appropriate. When a personal briefing is not desired, the beneficiary shall be advised by other means, such as telephone, personal intermediary, or written correspondence. All benefits to which a deceased employee's beneficiary may be entitled shall be fully explained. The representative shall assist in completing the appropriate forms and filing the claim for unpaid compensation benefits. Those benefits shall include, but not be limited to, lump sum leave payment, any retirement insurance, and other services to which the beneficiary may be entitled. This representative shall be the contact point until all applicable benefits are settled.

SECTION 4. The Employer shall provide a retirement planning program to be made available annually. All employees within seven (7) years of retirement eligibility may voluntarily participate; however, those employees within five (5) years of retirement shall be given the first opportunity to participate. The program shall include, but not be limited to, briefings, individual counseling, assistance, information and materials distribution. These employees shall be permitted to participate in one program in a duty status. Nothing in this Section shall prohibit employees from participating in additional government programs in a duty status, subject to space availability and supervisory approval. Employees are not entitled to travel and per diem.

SECTION 5. Brochures and pamphlets associated with benefits programs shall be provided to the offices of the Union.

SECTION 6. The Employer shall ensure that the most recent version of retirement and benefits information, including the following brochures and forms, is available to new employees for review, and upon request to all employees:

- a. enrollment Information Guide and Plan Comparison Chart;
- b. brochures on government-wide plans;

- c. any brochures they may request on plans sponsored by employee organizations for which employees may qualify; and
- d. brochures of all comprehensive plans serving the area in which the employee is located.

SECTION 7. If there is any change in retirement or benefits, or related laws or regulations, the Employer shall within thirty (30) days brief the Union officers. Any changes which may require negotiations shall be handled in accordance with Article 12.

SECTION 8. The Parties recognize that applications for federal service retirements are subject to the rules, processing procedures and time limits established by the OPM. In order to minimize this processing time, employees may submit their application for retirement to the Human Resource Management office thirty (30) days prior to the scheduled effective date of separation. The Employer agrees to process all necessary paperwork in connection with a retirement application as it is submitted and in a timely manner.

SECTION 9. In the event Health Fairs or similar activities are conducted at the Aeronautical Center, the Employer should request participating vendors to be available so as to allow maximum employee participation on duty time. Employees are not entitled to travel and per diem.

ARTICLE 50

DRESS CODE

SECTION 1. The Parties acknowledge the importance of presenting a professional appearance to customers and visitors to the MMAC. Further, the parties recognize the need for employees to maintain clean, neat, and appropriate attire and agree to work together to ensure standards of dress are established and maintained.

SECTION 2. In cases of alleged inappropriate attire on the part of an employee, the Parties (at the Branch level) will meet and assess the subject attire against recommended guidelines. In the event the attire is judged by the Parties to not meet specified guidelines, the employee will be required to leave the work area and not return until the identified issue has been resolved. The Employer may grant administrative leave on the first occasion of inappropriate dress. In the event the Parties cannot agree, the matter will be referred to the next level of interface.

ARTICLE 51

SMOKING POLICY

SECTION 1. Smoking is prohibited in all buildings and facilities at the Aeronautical Center, except for specifically designated areas.

SECTION 2. The Employer will provide and the Parties will designate at least one smoking area outside of each building. The smoking area will be located so as to ensure that all employees can enter the building without being required to pass through the smoking area.

SECTION 3. The Employer shall provide a receptacle for smoking waste/trash in each smoking area. Employees using the smoking area are responsible for ensuring all waste and trash is placed in the proper receptacle.

SECTION 4. The Parties agree to explore the feasibility of minor modifications (overhangs, etc.) to allow for adequate protection from the elements. The finding shall be reported and considered by the Parties.

SECTION 5. Following implementation at the Academy of the anticipated FAA Facility Security Management Program, the Parties shall revisit and modify this Article as required.

ARTICLE 52

USE OF OFFICIAL GOVERNMENT TELEPHONES

SECTION 1. The use of official government telephones for unofficial calls shall be governed by GSA regulations. Telephones are provided for use in conducting official business. The Employer and the Union shall cooperate in eliminating any misuse that may exist.

SECTION 2. The Parties recognize and understand that misuse of telephones by an employee may serve as grounds for disciplinary action or other appropriate action designed to correct the individual's misconduct.

SECTION 3. When an employee is in travel status for two (2) or more consecutive nights, he/she shall be authorized one (1) brief call to his/her residence each day during non-duty periods on FTS service, if available. If FTS is not available, each employee shall be reimbursed for no more than two (2) calls to his/her residence over the commercial long distance network per week (or each seven (7) day period for longer trips). Calls over commercial telephones shall be reimbursed in accordance with FAA directives.

ARTICLE 53

AUTHORIZED USE OF FAA INTERNET RESOURCES

SECTION 1. FAA Internet resources shall be authorized for limited personal use in accordance with ORDER 1370.79A (e.g., brief communications or Internet searches), provided such use does not:

- a. Interfere directly or indirectly with FAA computer or networking services;
- b. Burden the FAA with additional incremental cost;
- c. Interfere with FAA user's employment or other obligations to the Government;
- d. Reflect negatively on the FAA rules, regulations, or policies.

SECTION 2. Unauthorized Use. Improper use of FAA Internet resources includes:

- a. Using the Internet for any purpose that violates the law or FAA rules, regulations, and policies;
- b. Concealing or misrepresenting user identity or affiliation in electronic messages;
- c. Accessing or altering source or destination addresses of e-mail;
- d. Interfering with the supervisory or accounting functions of computer resources, including attempts to obtain system privileges unless authorized by system owners;
- e. Propagating chain letters broadcasting inappropriate or unsolicited messages (e.g., non-business matters to lists or individuals, and comparable resource-intensive unofficial activity);
- f. Using FAA internet resources for any commercial purpose, for financial gain (including gambling), or in support of outside individuals or entities;
- g. Seeking, viewing, transmitting, collecting, or storing vulgar abusive, discriminatory, obscene (including sexually explicit or pornographic materials), or harassing messages or material;
- h. Attempting to libel, slander, or harass other users;
- i. Posting to external newsgroups, bulletin boards, or other public forums, unless it is a business-related requirement, closely related to the employee's area of expertise, and appropriate office approvals have been obtained;
- j. Engaging in matters directed toward any unauthorized fundraising, lobbying, or partisan political activities;
- k. Interfering with legitimate Internet service of any authorized FAA user; and
- l. Representing the agency in an official capacity when not authorized to do so.

ARTICLE 54

REORGANIZATION

SECTION 1. In the event of all reorganizations, the Union shall be notified no less than thirty (30) days prior to planned implementation.

SECTION 2. All bargaining unit members of any group participating in a reorganization study shall be named by the Union, except for employees whose assigned duties or subject matter expertise may be required.

ARTICLE 55

FURLOUGHS FOR LESS THAN 30 DAYS

SECTION 1. Furloughs for less than 30 days shall be administered in accordance with prescribed laws and Office of Personnel Management Regulations.

SECTION 2. When budget-imposed furloughs are required, the Employer shall allow the affected employees to choose either continuous or discontinuous days off, unless legitimate mission requirements dictate otherwise. Subject to operating requirements, furlough days may be scheduled in conjunction with annual leave or instead of previously approved annual leave.

ARTICLE 56

CONTRACTING OUT

SECTION 1. If the Employer decides to initiate a review to determine if work currently performed by the bargaining unit employees 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/implementing a decision resulting from the review conducted under Section 1 to contract out work currently performed by bargaining unit employees, the Employer shall, upon request, negotiate with the Union procedures for implementation and appropriate arrangement for employees adversely affected by the decision to the full extent required by 5 U.S.C. Chapter 71 and this Agreement.

SECTION 3. The parties recognize that the purpose of employing contractors is to augment and support the existing bargaining unit workforce in the maintenance and repair of Category I, II, and III systems within the FAA Academy. Normally, Category III systems will be maintained by bargaining unit employees.

SECTION 4. The parties agree to the collocation of contractor and bargaining unit employees. The Union will identify any adverse impact(s) on bargaining unit employees associated with such collocation to management on a case by case basis within 14 days of assignment. The Parties will engage in post implementation impact bargaining concerning such identified adverse impacts. Agreements reached by the Parties under this subsection will supplement this agreement and run concurrent with it.

ARTICLE 57

REDUCTION-IN-FORCE

SECTION 1. Reductions-in-force (RIF) shall be administered in accordance with prescribed laws (Public Law 95-454) and Office of Human Resource Management regulations. The Employer agrees to notify the Union when it is determined that reduction-in-force actions shall be necessary within the bargaining Unit. The notice shall include the reasons for the RIF, the number and types of positions affected, and the approximate date the actions shall take place. 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) days before implementation.

Following receipt of the notice, the Union, upon request, shall be provided a listing of Academy vacancies.

SECTION 2. In the event of a reduction-in-force, vacancies which Management has decided to fill shall be used to the maximum extent possible to place employees in continuing positions who would otherwise be affected by the action.

SECTION 3. An employee affected by reduction-in-force has the right to inspect all reduction-in-force records pertaining to him/her. He/she also has the right to designate a representative to assist him/her to resolve a dissatisfaction.

SECTION 4. The Union shall be provided, at the end of the reduction-in-force, with a list of all vacancies filled during the reduction-in-force.

ARTICLE 58

SEVERANCE PAY

SECTION 1. Employees who are involuntarily separated from Federal service shall receive severance pay in accordance with CFR 550.701 through 550.713.

SECTION 2. To be eligible for severance pay, an employee must:

- a. Be serving under a qualifying appointment;
- b. Have completed at least 12 months of continuous service, as described in CFR 550.705; and
- c. Be removed from Federal service by involuntary separation.

SECTION 3. An employee is not eligible for severance pay if he or she:

- a. Is serving under a non-qualifying appointment;
- b. Declines a reasonable offer;
- c. Is receiving injury compensation under subchapter I of chapter 81 of title 5, unless the compensation is being received concurrently with pay or is the result of someone else's death; or
- d. Is eligible upon separation for an immediate annuity from a Federal civilian retirement system. Such an employee is ineligible even if all or part of the annuity is offset by payments from a non-Federal retirement system the employee elected instead of Federal civilian retirement benefits or disability benefits received from the Department of Veterans Affairs.

ARTICLE 59

CAREER TRANSITION PROGRAM

SECTION 1. The term displaced employee generally will have the same meaning as defined in 5 CFR 330.604 and 330.703, i.e. individuals who have received a RIF separation notice, or have received a proposed notice of separation. Displaced employees will be given a minimum of thirty-two (32) hours of duty time per pay period to pursue career transition activities; however, recognizing that finding a new job can be a full time job, managers are encouraged to grant official time on a full-time basis to employees who have received a RIF separation notice.

SECTION 2. Surplus employees are those who are likely to face displacement through anticipated RIF caused by staffing reductions, or internal reorganization/realignment. Surplus employees may be granted sixteen (16) hours of duty time per pay period to pursue career transition activities; however, this decision to grant such official time rests with the supervisor.

ARTICLE 60

OPERATIONAL CONDITIONS

SECTION 1. Operational Conditions are those mission critical activities and products which, if not addressed immediately, will adversely affect the organization, mission, its personnel or its customers. These are distinguished from those that merely cause inconvenience or concerns. Operational condition is not to be invoked as a means to avoid required pre-implementation bargaining.

ARTICLE 61

EFFECT OF AGREEMENT

SECTION 1. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing FAA/DOT and/or Aeronautical Center rules, regulations, orders and practices which are in conflict with the Agreement, except in those cases where a compelling need is established.

ARTICLE 62

REOPENER

SECTION 1. The Union shall be notified of any changes required by United States law affecting conditions of employment of employees in the bargaining Unit and in the event such required changes leaves areas of discretion to the Employer, the Employer shall consult with the Union before implementing such changes. The Employer agrees to negotiate upon request by the Union on any changes that conflict with this Agreement or shall adversely impact employees of the bargaining Unit.

SECTION 2. By mutual agreement, the Parties may reopen and renegotiate any Article of this Agreement.

SECTION 3. In the event that any law or action of the Government of the United States renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall continue in effect for the term of the Agreement.

ARTICLE 63

PRINTING OF CONTRACT AGREEMENT

SECTION 1. The Employer shall print and distribute sufficient copies of this Agreement in booklet form to insure that every covered employee shall have a copy.

The Employer shall bear the cost of printing and distributing such copies to affected employees, including new employees as hired. The Union shall be supplied with 20 copies of this Agreement.

ARTICLE 64

EFFECTIVE DATE AND DURATION

SECTION 1. This Agreement, signed by the Parties hereto, shall become effective the day approved by the FAA Administrator or his/her designee and the President, Professional Association of Aeronautical Center Employees.

SECTION 2. This Agreement is for a period of three (3) years following signature and approval. Thereafter, it shall annually renew itself for a 1year period unless either party gives written notice to the other of its desire to amend or terminate the Agreement. The written notice must be given not more than 105 calendar days or not less than 60 calendar days preceding the expiration date of this Agreement. Within 30 days after receipt of this written notice to amend, the Parties shall meet and begin negotiations. This Agreement shall remain in full force and effect until a new Agreement is reached. If this Agreement is automatically extended under the terms of this Article, government-wide regulations, the policies of DOT and FAA, current at the time of extension, shall be controlling in the event of conflict or incompatibility with this Agreement.



The New PAACE/

NAS Technical Services Pay Plan

October 1, 2004

Section 1.

Definitions

- a. **Base Pay**. The annual rate of pay paid to an employee, not including locality pay of premium pay.
- b. **Adjusted Base Pay**. The annual rate of pay, including locality pay but excluding premium pay.
- c. **Locality Pay**. The percentage increase to an employee's base pay authorized by the President under 5 USC 5304 and 5304(a) for the locality pay area applicable to the employee's official duty station.

Section 2.

Annual Pay Changes

- a. **Purpose.** This section defines the process for allocating annual base pay increases. The objective of the process is to align employee base pay increases with both organizational success and individual contributions.
- b. **What's Changed.** The process for making annual base pay changes is significantly different from past practices. Eligible employees covered by this agreement will receive an annual increase to base pay that has two potential components, the Organizational Success Increase and the Superior Contribution Increase.
- c. **Locality Pay.** Employees will continue to receive the locality pay adjustments recommended by OPM and approved by the President. The locality adjustment will be effective on the same date as that established for the rest of the Government.
- d. **Components Being Added**
 - (1) **Organizational Success Increase (OSI).** The OSI is an increase to base pay, awarded at the discretion of the Administrator, that is designed to recognize successful organizational performance.
 - a) **Funding.** The OSI is funded from a pool consisting of dollars that would have otherwise been spent on the President's Annual Comparability Increase plus a portion of the money that would have previously been spent on within-grade increases and quality step increases. For the purpose of this plan, this portion equals 1% of payroll.
 - b) **Allocation.** The OSI will be effective no later than the beginning of the first full pay period in January of each year following the year it is earned.
 - (2) **Superior Contribution Increase (SCI).** The SCI is an increase to base pay which is designed to recognize individual employees' superior contributions to the agency.
 - a) **Funding.** The SCI is funded from the remaining portion of the money that would have previously been spent on within-grade increases and quality step increases. For the purpose of this plan, this is equal to .6% of payroll.
 - b) **Allocation.** During the first implementation year, bargaining unit employees' SCI funds will go into the bargaining unit employees' OSI fund and be paid as part of the OSI. For the subsequent years, a total of 65% of eligible bargaining unit employees will receive a SCI. A SCI of 0.6% will be paid to approximately 45% of eligible bargaining unit employees within each organizational level, and a SCI of 1.8% will be paid to approximately 20% of eligible bargaining unit employees within each lowest organizational level. The SCI will be paid in the year

following the year in which it is earned, and the payout will be effective no later than the beginning of the first pay period in January.

(3) **Eligibility.** All employees covered by this agreement are eligible for the annual increase with the exception of those listed below.

- a) Employees with less than ninety days service with the FAA during the performance year.
- b) Employees currently on an opportunity to demonstrate performance (ODP) plan. Employees whose performance improves to an acceptable level and successfully complete the ODP plan become eligible, as of the end of the ODP period, for both the OSI and SCI.

e. **Base Pay Above Pay Band Maximum**

(1) Following the effective date of this agreement, if the annual increase causes the employee's base pay to exceed the pay band maximum, the employee will receive a base pay increase up to the pay band maximum and the remainder as a lump sum payment. "Grandfathered" employees are excepted.

(2) "Grandfathered" employees are employees whose pay exceeds the pay band maximum as a direct result of conversion to this plan. These employees will receive the full amount of the annual increase as an increase to base pay until their pay falls within the pay range for their assigned pay band or they voluntarily move to another position.

Section 3.

Pay Setting on Movement from One Position to Another Within the Bargaining Unit

- a. **Purpose.** This section describes the policies for setting employees' pay upon promotion, reassignment, or demotion within the bargaining unit.
- b. **Promotions.** Promotions are defined as the movement of an employee to a position with a pay band higher than the employee's current pay band. Upon permanent or temporary promotion to a position with a higher pay band assignment, an employee's base pay will increase by 0 to 15 percent, and should average 8-10%, or to the minimum of the new pay band, whichever is greater. Pay increases of 0% will be limited to cases where employees are re-promoted to a pay band previously held or to a pay band that is the equivalent of a grade previously held and their current pay is encompassed by the higher pay band. Managers will use the appropriate Core Compensation Plan decision tool to determine the amount of the increase.
- c. **Temporary Promotions.** When an employee is temporarily promoted, the manager provides a base pay increase using the promotion pay-setting policy stated above. At the conclusion of a temporary promotion, an employee's base pay is recalculated as if the temporary promotion had not occurred.
- d. **Reassignments**
 - (1) **Definition.** A reassignment is a permanent move to a different position within the same pay band.
 - (2) **Pay Increase.** Management may increase the base pay of employees who are reassigned by 1 to 7 percent in accordance with the provisions of the Core Compensation Plan. Reassignment increases are at the discretion of managers, who will apply the appropriate Core Compensation Plan policy and decision tool to determine the viability and amount of reassignment increases.
- e. **Details.** A detail is a temporary movement to another position that does not change the employee's position of record and therefore does not change the employee's base pay.
- f. **Demotions.** A demotion is a change to a position in a lower pay band. Pay setting when employees are demoted depends on the circumstances that led to demotion.
 - (1) **Voluntary Demotion at Employee's Request.** When an employee requests, and is assigned to, a position that is in a lower pay band, and the employee's base pay falls within the new pay band, the employee's base pay does not change. When the employee's base pay prior to the voluntary demotion exceeds the

maximum range of the lower band, the employee's base pay is set at the maximum rate of the lower pay band.

(2) **Involuntary Demotion, No Fault of Employee.** When an employee, through no fault of his or her own, is involuntarily assigned to a position with a lower pay band, no changes are made to base pay. In the event that the employee is paid above the pay band maximum, future pay increases will be paid in accordance with Section 2, Annual Pay changes, Base Pay Above Pay Maximum.

(3) **Involuntary Demotion, Performance/Conduct.** When an employee is involuntarily assigned to a new position with a lower pay band as the result of a decision letter on performance or conduct, pay is reduced to a comparable "position in pay band." For example, if an employee is paid 30 percent into the current pay band, pay would be reduced to a level that is 30 percent into the new pay band.

- g. **Re-Promotions.** In setting the pay of employees who are re-promoted to a pay band previously held, managers will review all circumstances surrounding the re-promotion and set pay within the range of pay that extends from the minimum of the new pay band up to the employee's highest previous government rate. Managers will consider such factors as the length of time served in the lower band or the basis for the re-promotion. Managers must ensure that employees who are selected for re-promotion are advised of the pay setting prior to their assignment to the new position.

Section 4.

Premium Pay and COLA

- a. **Cost of Living Allowance (COLA).** Employees covered by this agreement will receive COLAs as prescribed by OPM regulations
- b. **Premium Pay.** Bargaining unit employees will continue to receive all premium pay percentages and differentials as are administered in accordance with applicable laws, regulations, or the parties' collective bargaining agreement.

Section 5.

Conversion from the FG System

- a. **Summary.** Employees will be converted from the FG pay plan to this pay plan as specified by the Core Compensation Plan.
- b. **WIG Buyout.** When an employee is converted from the FG pay plan to the plan established by this agreement, his or her next Within Grade Increase (WIG) will be “bought out” on a pro-rated basis to reflect the length of time served toward the next WIG.

Computations will follow the Core Compensation Plan methodology according to the formula below:

$$\frac{(\# \text{ Days Since last WIG}) \times (\text{Amount of WIG})}{\# \text{ Days Between Scheduled WIGS}} = \text{Pro-Rated WIG Increase}$$

- c. **Special Salary Rate Conversion Process**

Step 1. Identify the employee’s current Adjusted Basic Pay.

Step 2. Divide that number by 1.XXXX. The “XXXX” is the applicable OPM locality rate. For example, in 2002 an employee whose official duty station is located in the area to which the Washington, DC locality rate applies will have his or her adjusted basis pay divided by 1.1148. An employee whose official duty station is located in the area to which the Atlanta locality rate applies will have his or her adjusted basic pay divided by 1.0974. Note: This value does not appear on the SF-50

Step 3. Add the WIGI buyout, if applicable.

Step 4. Increase the amount by the locality pay percentage applicable to the employee’s official duty station.

Step 5. The final conversion salary will appear in Block 20C of the SF-50. Under no circumstances will an employee’s adjusted basic pay in Block 20C of the SF-50 be less after conversion to the new pay system than the adjusted basic pay prior to conversion.

- d. **Special Circumstances**

(1) Relationship of Basic Pay to the Band Minimum at Time of Conversion.

If, at the time of conversion to the pay system established by this agreement, an employee’s rate of basic pay would otherwise fall below the minimum of the

applicable pay band, the employee's rate of basic pay will be increased to the minimum of that pay band.

(2) Rate of Basic Pay Exceeds the Pay Band Maximum at Time of Conversion.

An employee whose rate of basic pay exceeds the maximum of the appropriate pay band as a direct result of conversion will receive future annual increase in accordance with Section 2, Annual Pay Changes, Base Pay Above Pay Band Maximum.

(3) Employees at Step 10. Employees at Step 10 of the FG grade they hold at the time of conversion will not receive a WIG buyout.

Section 6.

FAA Core Compensation Plan

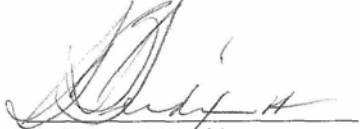
The provisions the FAA Core Compensation Plan will govern any pay matters not covered by this agreement.

2004 PAACE/NAS Technical Services Division
Collective Bargaining Agreement

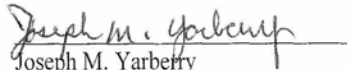
Signed this 23rd day of July 2004

Negotiating Teams

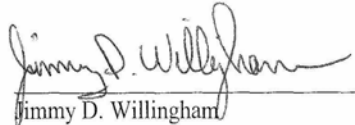
FOR THE UNION



Dr. Samuel B. Hendrix
President/Negotiator
PAACE/AMP-200



Joseph M. Yarbey
Negotiator
PAACE/AMP-200

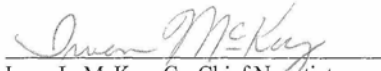


Jimmy D. Willingham
Negotiator
PAACE/AMP-200

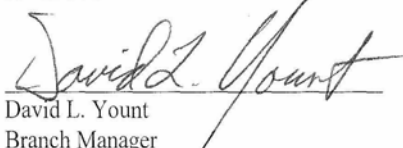
FOR THE EMPLOYER



Jeri L. Monier, Co-Chief Negotiator
Division Manager
NAS Technical Services Division
AMP-200

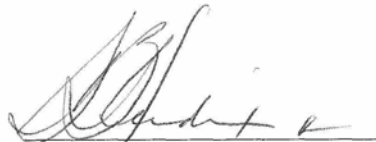


Irven L. McKey, Co-Chief Negotiator
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AMH-100

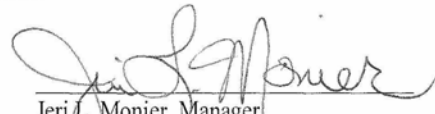


David L. Yount
Branch Manager
Central Services Branch
AMP-230

Signatories



Dr. Samuel B. Hendrix
President, PAACE



Jeri L. Monier, Manager
NAS Technical Services Division

This contract approved by: 
Melvin Harris, Director of Labor and Employee Relations

Date: August 20, 2004