



AGREEMENT

BETWEEN

**AMERICAN FEDERATION
of GOVERNMENT EMPLOYEES
LOCAL 2282**

and

**FEDERAL AVIATION
ADMINISTRATION
CIVIL AEROSPACE MEDICAL INSTITUTE**

Date:

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ARTICLE 1

PARTIES

SECTION 1. In accordance with the provisions of Public Law 95-454, the following agreement is entered into between the Civil Aerospace Medical Institute, Federal Aviation Administration, Oklahoma City, Oklahoma, hereinafter referred to as the Employer, and the American Federation of Government Employees, Local 2282, hereinafter referred to as the Union. The Employer and the union will be collectively referred to as the Parties.

ARTICLE 2

RECOGNITION

SECTION 1. The Employer recognizes the Union as the exclusive representative of all nonsupervisory, nonprofessional employees assigned to the Civil Aerospace Medical Institute and all temporary and permanent professional employees of the Human Research Division, AAM-500, Civil Aerospace Medical Institute.

SECTION 2. Excluded from the Unit defined in Section 1 of this Article are the professional employees (except temporary and permanent professional employees of the Human Resources Division, AAM-500), confidential employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors as defined in Public Law 95-454.

ARTICLE 3

EMPLOYEE RIGHTS

SECTION 1. Each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under provisions of Public Law 95-454, such right includes the right:

- a. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and
- b. to engage in collective bargaining with respect to conditions of employment through representatives as chosen by employees under Public Law 95-454.

SECTION 2. The parties recognize that Public Law 95-454 does not authorize participation in the management of a labor organization by a management official, a

supervisor, or a confidential employee, except as specifically provided in Chapter 71, or by an employee if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.

ARTICLE 4

MANAGEMENT RIGHTS

SECTION 1. 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 grade 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
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - (4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 2. Nothing in this agreement shall preclude the FAA and AFGE Local 2282 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 Article; or

- c. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

SECTION 3. Management will follow the spirit and intent of merit system principles avoiding any preferential or derogatory treatment of individuals based on personal relationships and will avoid exercise of their management rights in an arbitrary and capricious manner.

ARTICLE 5

UNION REPRESENTATION AND OFFICIAL TIME

SECTION 1. The parties recognize that good communications are important to a positive cooperative relationship between the Union and Management. The Union will notify the Employer in writing of the names of designated representatives, organizational location, and assigned area(s) which they will represent. The Union will notify the Employer in writing of any changes in these designations.

SECTION 2. The Union has a right to be represented at formal discussions between management and employees or employee representatives concerning individual employee grievances, personnel policies and practices, or other matters affecting conditions of employment in the Unit. This right to be present does not extend to informal discussions of personal problems between an employee and supervisory officials.

SECTION 3. Union officials (elected and designated) shall be granted the amount of official time which is reasonable and necessary to perform representational functions.

SECTION 4. An officer or representative of the Union shall request release from his/her supervisor or equivalent prior to leaving his/her work area and/or assigned task. Likewise, if the Representative wants to meet with another employee in another work area, release of the employee will be obtained from the employee's supervisor. An officer or representative of the Union who leaves his/her work area shall advise his/her immediate supervisor or management representative upon return to the work area.

SECTION 5. An officer or representative of the Union in requesting release to perform representational activities on official time shall provide his/her immediate supervisor or equivalent in writing the following information:

- a. General nature of business for which time is requested.
- b. Areas to be visited.
- c. Approximate amount of time required.
- d. When the time is to be utilized.

SECTION 6. The immediate supervisor of any officer or representative of the Union who requests official time under the terms of this Article shall if operational requirements permit approve a reasonable amount of official time.

SECTION 7. In the event operational requirements will not permit the officer/representative or the employee to be spared during the time requested, an alternative time will be made available based on operational requirements which are acceptable to both the representative and his/her supervisor.

SECTION 8. When a Union officer or representative is detailed or temporarily promoted to a supervisory position, he/she will cease to serve as a Union officer or representative during the period of the detail or temporary promotion.

SECTION 9. If the Employer has reason to believe an officer or representative of the union is abusing his/her use of official time, the Union President shall be advised of the situation and requested to take appropriate corrective action.

SECTION 10. Designated Union representatives may be granted official time not to exceed a Union total of 80 hours per year to receive information, briefings, or orientation by the Union or the Employer relative to the Federal Labor Relations Program.

Determination as to whether these sessions are of mutual benefit shall be made by the Employer after the Union submits an agenda.

Determinations as to whether an individual can be spared from duty shall be made by the Employer based on operational requirements.

ARTICLE 6

DISCIPLINARY/ADVERSE ACTIONS

SECTION 1. Any time an employee is being questioned in connection with an investigation by a supervisor, management official, or their representatives, and the employee reasonably believes that disciplinary action may result, he/she has a right to request that his/her Union representative be present. No further questioning will take place until the employee is given a reasonable amount of time to secure Union representation once the employee has made his/her request. In no event shall the inability of an employee to obtain Union representation be permitted to unreasonably delay further questioning.

SECTION 2. The Employer agrees to furnish the Employee with the original and one copy of all proposed suspensions or adverse actions and decisions on adverse actions. The copy is for Union use if the employee elects Union representation. If the Employee

elects Union representation, the Union representative will automatically be provided copies of any subsequent correspondence to the Employee.

SECTION 3. If an employee is to be served with a subpoena, whenever possible it will be done in private without the knowledge of other employees.

SECTION 4. Disciplinary actions will only be taken for good and just cause and will be in accordance with the spirit and intent of agency regulations.

SECTION 5. The parties agree to the concept of progressive discipline consistent with agency regulations and like penalties for like offenses with mitigating or aggravating circumstances taken into consideration. The parties also agree that some offenses are such that progressive discipline would not be appropriate.

SECTION 6. Planned discussions with employees regarding conduct or corrective measures will normally be conducted in private so as to avoid personal embarrassment of the affected employee. Once an employee has designated a Union representative no further discussion concerning the action may take place unless the Union representative is present.

SECTION 7. All relevant facts pertaining to a disciplinary action shall be determined as soon as practicable.

Disciplinary actions shall be promptly proposed and decided upon after all the facts have been made known to the official(s) responsible for taking disciplinary actions.

Timeliness will be based on the circumstances and complexity of individual cases.

SECTION 8. An employee against whom action is proposed under this Article shall have the right to review all of the information relied upon to support the action and shall be given a copy upon request.

SECTION 9. For purposes of this Article:

- a. a disciplinary action is defined as an oral or written reprimand, or a suspension of fourteen (14) days or less.
- b. an adverse action is defined as a removal, or reduction in grade (for reasons other than unacceptable performance), a suspension of more than fourteen (14) days, a reduction in pay, or a furlough of thirty (30) days or less.

ARTICLE 7

GRIEVANCE PROCEDURE

SECTION 1. The purpose of this article is to provide a procedure for the timely consideration of a grievance.

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

- a. by a Unit employee concerning any matter relating to the employment of the employee;
- b. by the Union concerning any matter relating to the employment of a Unit employee;
- c. by a Unit employee, the Union, or the Employer concerning:
 - (1) the effect or interpretation, or a claim of breach of this agreement;
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment as defined in Public Law 95-454.

SECTION 3. This procedure shall not apply with respect to any grievance concerning the following matters:

- a. any claimed violation relating to political activities prohibited by law;
- b. retirement, life insurance, or health insurance;
- c. suspension or removal in the interest of national security;
- d. any examination, certification, or appointment;
- e. the classification of any position which does not result in the reduction in grade or pay of an employee;
- f. the following matters subject to another appeals procedure:
 - (1) disputes involving the FLSA; and
 - (2) disputes related to RIFs.
- g. discharge of a probationary employee.

SECTION 4. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

SECTION 5. (STEP 1) INFORMAL PROCEDURE. An employee of the bargaining Unit desiring to file a grievance must file an informal grievance with his/her immediate supervisor within 20 calendar days of the time the employee may have reasonably been expected to have learned of the event. An informal grievance may be presented orally, in writing, or both. The supervisor shall arrange for a meeting at a mutually agreeable time to discuss the matter. The supervisor will answer the grievance either orally or in writing within 15 calendar days from receipt of the grievance. If the grievance is submitted in writing, the supervisor will answer the grievance in writing.

(STEP 2) FORMAL PROCEDURE. If the employee is not satisfied with the answer given in Step 1, the employee or his/her Union representative may submit the grievance to the Division Manager or equivalent within 10 calendar days from receipt of the Step 1 answer.

The grievance shall be submitted in writing on a grievance form and shall contain the name of the grievant, location/routing symbol, the Article and Section of the Agreement alleged to have been violated (if known), the incident date, name of the Union representative, name of informal grievance official, date of the informal decision at Step 1, description of the events leading up to the grievance, the corrective action desired, and whether he/she wishes to make an oral presentation. The grievance shall be submitted through the immediate supervisor who will acknowledge receipt and expedite it through channels to the Division Manager or equivalent.

If requested, the Division Manager or equivalent shall arrange for a meeting within 10 calendar days to afford the employee and/or their Union representative an opportunity to present the grievance orally. The Division Manager's or equivalent's decision shall be delivered to the employee or Union representative within 10 calendar days following the meeting, or within 15 calendar days of receipt of the grievance if no meeting is requested.

(STEP 3) FORMAL PROCEDURE. If the employee or Union is not satisfied with the answer given in Step 2, the employee or his/her Union representative may submit the grievance in writing to the Civil Aerospace Medical Institute Director within 10 calendar days from receipt of the Step 2 answer. If requested, the Director or his/her designee shall arrange for a meeting to afford the employee and/or their Union representative an opportunity to present the grievance orally. The Director's or equivalent's decision shall be in writing and delivered to the employee or Union representative within 20 calendar days of receipt of the grievance.

(STEP 4) MEDIATION (OPTIONAL). Prior to arbitration being invoked, the parties may, within 10 calendar days of the Step 3 decision, mutually agree to request the assistance of a mediator in an attempt to resolve/settle the subject grievance. The agreement to request the assistance of a mediator by the parties will suspend time limits pending the outcome of the mediation. Any costs incurred by mediation will be shared equally by the parties.

(STEP 5) ARBITRATION. If the Union is not satisfied with the decision at Step 3, the Union may, within 20 calendar days following receipt of the decision at Step 3 or the day the answer was due, advise the Director, Civil Aerospace Medical Institute, in writing that the Union desires that the matter be submitted to an impartial arbitrator.

- a. Within 7 calendar days after the request for arbitration is delivered, the Employer shall request the Federal Mediation and Conciliation Service to submit a list of seven arbitrators. Within 10 calendar days after receipt of the list, representatives of the Union and the Employer shall meet to select an arbitrator from the list by mutual agreement or by alternatively striking names. A toss of a coin shall determine who strikes first.
- b. If, for any reason, either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service will be empowered to make a direct designation of an arbitrator to hear the case.
- c. The grievance shall be heard by the arbitrator as promptly as practicable on a date mutually agreeable to the parties. The arbitrator will confine the hearing to the specific issues in dispute. The grievant and/or the Union representative, if an employee of the FAA, shall be given official time to present the grievance if otherwise in an active duty status.
- d. FAA employees who serve as witnesses during their normal duty time shall be considered to be in a duty status. Each party shall bear the expense of its own witnesses who are not employed by the FAA, and/or who are not at that duty location. The number of witnesses summoned at any one time shall be limited to the number who can be spared from their duties without interference to the mission of the facility.
- e. The arbitrator will render a decision as quickly as possible, but in no event later than 30 calendar days following the closing of the record. The arbitrator's decision shall be final and binding; however, an exception to the arbitrator's award may be filed in accordance with applicable law (5 U.S.C. 7122) and regulations. Any dispute over the interpretation of the award shall be returned to the arbitrator for resolution, if requested by either party.
- f. The parties will attempt to agree on the issue before the arbitrator. If the parties fail to agree on the issue, each shall make a separate submission and the arbitrator will frame the issue from these submissions. The arbitrator shall

not in any manner or form whatsoever directly or indirectly add to, detract from, or in any way alter the provisions of this Agreement.

- g. The arbitrator has authority to award, if supported by competent and substantial evidence in the record, appropriate remedies, including reasonable attorney fees, pursuant to the provisions of Section 702 of the Civil Service Reform Act.
- h. In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance. Declaration of nongrievability will be made promptly.
- i. The arbitrators' fees and all arbitration expenses shall be borne by the losing party. Where there is no clear winner, the arbitrator is empowered to prorate the cost among the parties based on percentage.

SECTION 6. In the case of any grievance involving the interpretation or application of this Agreement or violation of a law, rule, or regulation affecting conditions of employment which the Union may have against the Employer, or which the Employer may have against the Union, such grievance shall be submitted in writing to the appropriate division manager or the appropriate designated representative of the Union as the case may be, within 20 calendar days of the event giving rise to the grievance, and shall contain the following:

- a. statement setting forth the facts upon which the grievance is based;
- b. reference to the Article and section of the Agreement alleged to have been violated and/or the appropriate law, rule, or regulation.
- c. the corrective action sought.

If no settlement is reached by the parties within 15 calendar days from the submission of the grievance, the grievance may be submitted to arbitration by the aggrieved party in accordance with Section 6, Step 5 or the parties may mutually agree to mediation in accordance with Section 6, Step 4. If mediation fails to resolve/settle the grievance, the aggrieved party may submit the grievance to arbitration in accordance with Section 6, Step 5, within 10 calendar days.

SECTION 7. Failure of a grievant to proceed with a grievance within any of the time limits specified in this Article shall render the grievance settled on the basis of the last decision given 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 entitle the grievant to progress the grievance to the next step without a decision.

ARTICLE 8

DUES WITHHOLDING

SECTION 1. This Article constitutes a mutual understanding between the Parties of their respective responsibilities and of procedures, condition, and requirements for withholding and remitting the dues of certain employees who are members in good standing of Local 2282, 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 for the payment of his/her dues for such membership, provided he/she regularly receives sufficient pay on the regularly scheduled pay days 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 the authorizing allotment of pay to cover dues and the prescribed procedure for authorizing the allotment.
- b. The Union agrees to acquire and distribute to its members in the Unit the prescribed authorization form (SF-1187) and to receive completed forms from members who request allotments. Standard Form 1187 is the only form which may be used for this purpose.
- 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. Certified authorization forms will be submitted to the FAA, Shared Service Center, AMH-400, Payroll Liaison Staff, Post Office Box 25082, Oklahoma City, OK 73125.
- d. A properly completed and certified authorization will be effective at the beginning of the first pay period following receipt of the form by the Payroll Liaison Staff, and will 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 certified will not be accepted and will be returned by the Payroll Liaison Staff, within 10 workdays after receipt by the authorizing official with notice of the reasons why it has not been processed.

SECTION 4.

- a. Allotted dues will be withheld from the regular biweekly payrolls. The amount to be withheld shall be the amount of the regular dues of the member, as specified on the SF 1187, or as governed by Section 4 (b); exclusive of initiation fees, assessments, fines, and similar charges and fees.
- b. If the amount of regular dues is changed by the Union, the President of the Union will notify each union member; the FAA Headquarters Labor Relations Office; and the Program Director, Office of Human Resource Management (AMH-1), in writing, that the amount of regular dues has changed and will certify as to the new rate and the effective date of the amended dues structure. The amended amount will be withheld effective the beginning of the pay period following receipt of the certification by the Department of Interior (DOI) Payroll Operations Division, unless a later date is specified by the Union. A new SF 1187 is not required. Only one change may be made in any period of 12 consecutive months (i.e., 12 months must elapse between changes).

SECTION 5. The Payroll Liaison Staff, will authorize termination of any 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 will 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, promoted, transferred, or reassigned from the unit for which recognition has been granted, the allotment will be terminated at the end of the payroll period in which the employee last served in a position covered by the unit of recognition or at the end of the payroll period in which the need for the termination is known by the Payroll Liaison Staff.
- c. When an employee is detailed or temporarily promoted out of the bargaining unit, dues withholding will terminate at the beginning of the first pay period following the effective date of the action. The Payroll Liaison Staff will restart dues withholding when the employee returns to the bargaining unit. A new SF 1187 is required to restart union dues withholding. The Payroll Liaison Staff will promptly process union dues termination/restart actions following receipt of the SF 50, Notification of Personnel Action, documenting the action. The Payroll Liaison Staff will promptly notify the Union President when union dues are terminated. The affected employee is responsible for advising the Payroll Liaison Staff 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 will be terminated at the beginning of the first pay period after receipt by the Payroll Liaison Staff, 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 Liaison Staff, AMH-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 Liaison Staff 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 Liaison Staff Office 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 Liaison Staff, AMH-400 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.

- a. After completion of each pay period, the DOI, Payroll Operations Division, will remit the amount due. The remittance will be payable to the Treasurer, AFGE Local 2282, and transmitted to the address furnished by the Union.
- b. At the time of each remittance to the Treasurer, AFGE Local 2282, will be sent a statement giving the following information:
 - (1) Identification of office or facility.
 - (2) Identification of the Union Local.
 - (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.
- c. The Union agrees to keep the DOI, Payroll Operations Division and the Payroll Liaison Staff, informed as to the current and correct business address of the Union.

SECTION 7. The Parties to this agreement agree that:

- a. Any allotment made under the provisions of this Article shall be at no cost to the Union or the employee.
- b. Administrative errors in remittance payments will be corrected and adjusted in the next remittance check to be issued to the Union. If the Union is not scheduled to receive a remittance check after discovery of the error, the Union agrees to refund the amount of erroneous remittance within 7 days.
- c. The Union will notify the Payroll Liaison Staff, within 5 workdays when an employee with a current allotment authorization ceases to be a member in good standing.

ARTICLE 9

PERFORMANCE APPRAISAL

SECTION 1. Agency performance appraisal systems shall be developed in accordance with the purpose and intent of Public Law 95-454 and regulations prescribed by the Office of Human Resource Management. Each performance appraisal system shall provide for:

- a. Establishing performance standards which will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria (which may include the extent of courtesy demonstrated to the public) related to the job in question for each employee or position under the system.
- b. At the beginning of each appraisal period, communicating to each employee the performance standards and the critical elements of the employee's position.
- c. Evaluating each employee during the appraisal period on such standards.
- d. Recognizing and rewarding employees whose performance so warrants.
- e. Assisting employees in improving unacceptable performance.
- f. Reassigning, reducing in grade, or removing employees who continue to have unacceptable performance but only after an opportunity to demonstrate acceptable performance.

SECTION 2. 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 counseling shall compare the demonstrated outcome (or expectation) against the performance standard in place.

If improvement is not shown following a formal counseling session documented in writing, an Opportunity to Demonstrate Performance (ODP) letter will be issued. The ODP will include:

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) Identifying and making available assistance to perform at the expected level;

Approximately every 30 days during the 90-day period, the supervisor shall provide the employee with a 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.

If the employee has not successfully demonstrated improvement to fully meet outcomes/expectations disciplinary actions may follow.

A non-probationary employee whose reduction in grade or removal is proposed because of unacceptable performance is entitled to:

- a. 30 days advance written notice of the proposed action identifying specific instances of unacceptable performance, and the primary outcome/expectations of the employee's performance standards involved in each instance. No reference may be made to any alleged instance unacceptable performance more than 1 year prior to the notice. At the employee's request he/she shall be given copies of all documents relied upon for making this proposal.
- b. An extension of the notice period not to exceed 30 days may be granted for good cause shown.
- c. Representation by the union or by an attorney or other representative of his/her choice. An employee has the right to review all of the information relied upon to support the action and to be given a copy upon request. The employee's representative shall also be given a copy of the proposal letter and supporting documentation upon the employee's request. The employee and his/her representative (only if AFG representative) shall be granted a reasonable amount of official time, provided they are otherwise in a duty status of up to 16 hours (in increments of up to 4 hours) in cases involving removals, reductions in grade or pay, for preparation and presentation of answers to proposed actions under this Article. The official time authorized in this section may be extended for good cause.
- d. 15 calendar days to reply to the proposed action.

- 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 removal or downgrade, the decision letter must specify the instance 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.

If, because of performance improvements by the employee during the notice period, the employee is not reduced in grade or removed and the employee's performance continues to be acceptable for 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 the employee's OPF and EOPF.

Administrative reassignments or transfers, or retraining, may be used in lieu of performance based actions.

ARTICLE 10

LABOR-MANAGEMENT COOPERATION

SECTION 1. The Employer will upon request of the President of the Union furnish the union a list of the names, position titles, grades, and organization of all employees within a specified Civil Aerospace Medical Institute area.

SECTION 2. The Union President and First or Second Vice Presidents may meet with the Director, Civil Aerospace Medical Institute, or his/her designee on a quarterly basis. For a meeting to be held, the Union will be required to present an agenda to the Director's secretary no less than 7 calendar days prior to the scheduled date of the meeting. The purpose of these meetings is to discuss matters of mutual interest and to exchange information. Such meetings may be held more often if necessary. Matters more appropriate for discussion at lower levels of management or organizations shall not be discussed at the quarterly meetings.

SECTION 3. The Employer and the union recognize that local and national health, welfare, and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objective. Accordingly, the Employer and the union mutually agree that employees will be encouraged to participate in authorized charity drives. However, in no instance shall the Employer or the Union coerce any employee to contribute to a charity which the employee does not wish to contribute.

SECTION 4. The Employer will inform each new Unit employee that AFGE Local 2282 is the exclusive representative. The Employer will provide the appropriate division

Vice President up to 15 minutes during orientation for new Unit employees to explain the role and responsibilities of the Union. The management representative will normally leave during the Union orientation phase unless the Union Vice President has no objections to his/her remaining. Copies of the negotiated agreement will be provided to new bargaining unit members by the Union at this time.

SECTION 5. Operation of radios in work areas shall be authorized on a case-by-case basis and at such times as it does not affect the normal work activities, present a safety hazard to the employee, cause disharmony among the employees, or be of unreasonable high sound level.

SECTION 6. 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 be performed during the time the employee is in a nonduty status. The Union agrees to cooperate with the Employer in eliminating such activities which are being conducted by employees in a duty status contrary to law.

SECTION 7. The Employer shall print and distribute sufficient copies of the negotiated agreement in booklet form to ensure that every covered employee shall have a copy. Enough copies shall be printed to include distribution to new employees as hired, and to supply the Union with additional copies as needed. The cost of printing and distributing the Agreement shall be borne by the Employer.

SECTION 8. The Union shall cooperate with the Employer in promoting faithful and efficient work performance by the employees both individually and collectively. The Union subscribes to the concept that the Employer is entitled to a fair day of work from each employee for a fair day's pay.

ARTICLE 11

PARTNERSHIP

SECTION 1. The parties agree that there will be established an AFGE/ Civil Aerospace Medical Institute Partnership Council.

SECTION 2. The Council will consist of equal numbers of AFGE and Civil Aerospace Medical Institute Management representatives.

SECTION 3. Through a collaborative process designed to utilize the strengths of both parties to best serve Civil Aerospace Medical Institute employees/customers/mission, the Council's purpose is to work together to craft innovative systems and solutions that efficiently deliver high quality/high value services to customers while providing a quality work environment for employees. This relationship will be based on trust, mutual

respect, open sharing of information, consensus problem solving, and shared accountability.

SECTION 4. As parties to this Agreement, the AFGE/Civil Aerospace Medical Institute Partnership Council may mutually agree to modify this Article.

ARTICLE 12

EMPLOYEE ASSISTANCE PROGRAM (EAP)

SECTION 1. The EAP is provided by the Employer so that Employees and their dependents can receive counseling services so as to help them deal with personal, work related, financial, or even legal issues. This is provided through short term counseling by an EAP counselor. If at the end of this short term counseling it is determined that the problem has not been alleviated, the Employee or dependent will be referred to outside counselors. The costs associated with the use of outside counselors will not be covered by the Employee Assistance Program.

SECTION 2. Confidentiality: The EAP is confidential except in areas that there are State mandates that limit confidentiality such as: suicide, homicide, child or elderly abuse. If an individual wants the counselor to share the information from a session with anyone, including a spouse or family member, a release of information has to be on file with the counselor before the information can be released. In the case of **safety related individuals**, if alcoholism or other chemical addiction is diagnosed by the counselor, they are requested to sign a release of information so that the information can be released to the flight surgeon, the EAP manager and their immediate supervisor. If they refuse, confidentiality remains, but further EAP services cannot be provided.

SECTION 3. The Employee Assistance Program may be used by anyone living under the same roof in an Employee's household, including a significant other. Children through age 21, if in school, can also use the program, even if they do not live at home.

SECTION 4. Employees may access the Employee Assistance Program through either the EAP Program Manager of the EAP contractor. These numbers are listed in the Mike Monroney Aeronautical Center Telephone Directory.

ARTICLE 13

ALCOHOLISM AND DRUG USE

SECTION 1. The Union and Employer jointly recognize alcoholism and drug abuse as illnesses which are treatable. It is recognized that it is for the best interests of the employee, the Union and the Employer that these illnesses be dealt with under existing laws and regulations. Employees are encouraged to contact their local EAP Manager.

SECTION 2. It is agreed that the Employer will follow the spirit and intent of applicable laws, regulations, and policies dealing with alcoholism and drug abuse.

ARTICLE 14

POSITION DESCRIPTIONS/JOB ANALYSIS TOOL

SECTION 1. Each employee covered by this Agreement shall be provided a Position Description/Job Analysis Tool which accurately reflects the major duties of his/her position. If an employee believes that his/her position description is not accurate, he/she may request a review by his/her immediate supervisor and be assisted by a Union representative. Duties assigned that are unrelated to the major duties of his/her position must be of an unforeseeable nature and must not be on a continuing and recurring basis.

ARTICLE 15

LOANS, DETAILS AND TEMPORARY PROMOTIONS

SECTION 1. LOANS A loan is a temporary assignment of an employee to another organization with the same series, payband or basic duties of the employee's regularly assigned position. The employee will be informed of the reason for the assignment, the anticipated duration of the assignment and of any subsequent changes in the duration. The affected employee(s) may discuss alternatives with management.

SECTION 2. DETAILS A detail is the temporary assignment of an employee to a position or to duties with a different series, payband or basic duties than those of the employee's regularly assigned position. An employee need not meet qualification standards to be detailed to a position or to the duties of a position. Details shall not be used inappropriately to avoid or substitute for other personnel or position actions.

- a. **DETAILS TO THE SAME OR LOWER PAYBAND.** Details to the same or lower payband are not limited as to duration. However, an employee detailed to the same or lower payband will be informed of the reason for the detail and the anticipated duration of the detail. The affected employee(s) may discuss alternatives with management.
- b. **DETAILS TO A HIGHER PAYBAND.** Details within the bargaining unit to positions or duties at a higher payband will be limited to six months in a 12 month period unless a competitive process is applied to the selection. Details to a higher payband will be assigned in an equitable manner among employees with the requisite skills and abilities. Employees detailed in excess of 10 consecutive work days to a higher payband position for which they meet

minimum qualifications will be temporarily promoted in accordance with SECTION 3 of this article.

- c. **RECORD OF DETAIL.** The Employer will provide a method for recording details of 30 consecutive calendar days or more to ensure that the employee receives credit for the experience gained in the position. If an employee is intermittently detailed or performing the majority of duties of another position for a period of less than 30 consecutive calendar days, the employee may complete and submit a Standard Form 72, Amendment to Personal Qualification Statement or equivalent, to the Office of Human Resource Management when the number of days detailed totals at least 30 days.

SECTION 3. TEMPORARY PROMOTIONS. Employees detailed to a higher graded position for which they meet minimum qualifications for a period in excess of 10 consecutive work days shall be temporarily promoted. The temporary promotion will be effected in accordance with applicable laws, government-wide regulations, and this Agreement. Selections for noncompetitive temporary promotions will normally be made from among qualified employees in the immediate work unit and at the next lower grade using informal merit promotion principles. Such promotions, if operationally feasible, will be rotated among equally qualified employees.

ARTICLE 16

REASSIGNMENTS

SECTION 1. Reassignments with promotion potential will be made in accordance with merit promotion regulations.

ARTICLE 17

PROMOTIONS

SECTION 1. Promotions shall be made in accordance with applicable laws, regulations, and published FAS directives. The Employer will utilize to the maximum extent possible the skills and talents of its employees. Notification of Merit Promotion opportunities in the bargaining Unit will normally be limited to the organizations serviced by the Aeronautical Center.

SECTION 2. Before employees go on leave, detail, TDY, training, etc., they are responsible for making arrangements to have their application submitted for positions for which they desire consideration which may be advertised during their absence.

SECTION 3. Civil Aerospace Medical Institute vacancies will be announced for a minimum of seven (7) calendar days prior to the closing date to give employees an opportunity to bid on the position.

SECTION 4. Changes in the basic qualification standards affecting bargaining unit positions will be documented in the Office of Human Resource Management. The Union President will be notified of the changes, and they will be made available for his/her review.

SECTION 5. An employee's annual leave or sick leave balance will not be a factor in the consideration of employees for promotion. However, reliability is a proper factor for consideration.

SECTION 6. Ranking factors shall not be altered for the purpose of tailoring a position to meet the qualifications of a particular individual.

SECTION 7. A rating panel may be used to limit the best qualified list if requested by the selecting official. When necessary to break ties, the employee with the oldest Service Computation Date (SCD) will be referred. Automatic consideration is when all qualified candidates are referred to the selecting official for consideration provided there are sufficient candidates available in the area of consideration.

SECTION 8. The Employer agrees that it is the responsibility of the employee's immediate supervisor to counsel with the employee, when requested, on how the employee's performance and promotion potential might be enhanced.

SECTION 9. When a grievance is filed, the President of the Union or his/her designee will, consistent with the provisions of applicable laws and OPM regulations, be permitted to examine all records used as a basis for ranking bargaining Unit employees for promotion to higher level positions at the Civil Aerospace Medical Institute.

SECTION 10. To the extent practical, when filling a bargaining unit position under this agreement either by promotion or reassignment, management will first consider qualified bargaining unit employees before filling the position from other sources.

ARTICLE 18

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons; to prohibit discrimination because of age, race, color religion, sex, handicap, or national origin; and to promote the full realization of equal employment opportunity through a continuing affirmative action program. The parties agree to abide by the spirit and intent of controlling laws and regulations.

ARTICLE 19

TRAINING

SECTION 1. Upon the request of either party, the Civil Aerospace Medical Institute Director and appropriate AFGE Vice President will meet to discuss training requirements and priorities.

ARTICLE 20

HOURS OF WORK

SECTION 1. The Employer agrees to provide the following:

- a. Assignments to tours of duty shall be scheduled in advance normally for periods of not less than 4 weeks unless legitimate mission requirements dictate otherwise.
- b. The administrative workweek shall be 7 consecutive days, Sunday through Saturday. The basic workweek shall be Monday through Friday, and the 2 days outside the basic workweek shall be consecutive unless legitimate mission requirements dictate otherwise.
- c. The working hours in each day in the basic workweek shall normally be between the hours of 6 a.m. and 6 p.m.
- d. The occurrence of holidays shall not affect the designation of the basic workweek.

SECTION 2. Workweek and hours of duty will be administered in accordance with applicable laws and regulations.

SECTION 3. Rotating tours of duty shall be posted in the appropriate work area covering at least a 4-week period unless legitimate mission requirements dictate otherwise.

SECTION 4. Individual temporary changes in the tours of duty or hours of work will be made only to meet legitimate mission requirements.

SECTION 5. Individual, temporary changes in the tours of duty will be distributed and rotated equitably among equally qualified employees. A roster or record of employees involved in changes of tours shall be maintained by the Employer and can be reviewed by the Union Representative.

SECTION 6. Reasonable time will be allowed, where necessary, to clean up prior to the lunch period and at the end of the workday. In the same manner, a reasonable amount of time will be allowed for employees for the storage, cleanup, and protection of Government property, equipment, and tools prior to the end of the workday.

SECTION 7. Existing break practices will continue. In the event the Employer has reason to change the current practice, negotiations will be conducted under the provisions of Article 36. Employees shall have access to adequate break areas.

SECTION 8. Request for transfer from shift to shift will be considered. It is agreed that management will not make changes to shift assignments in order to reward or punish an employee. The Employer will approve requests for shift changes where equally qualified people have mutually agreed and operating requirements permit.

SECTION 9. The Employer recognizes the mutual benefits to be derived from the stability of Union officers and stewards within the Unit. Therefore, the Employer agrees to make every reasonable effort consistent with operational needs, to avoid the transfer of Union officers and stewards from one shift to another or one work area to another. Normal rotational assignments are not considered shift changes for the purposes of this Section. Shift changes may be made at the request of the individual.

SECTION 10. Alternative Work Schedules (AWS). The parties agree that employees may participate in AWS in accordance with the LWS 8.15 AWS. It is recognized that the availability of a particular schedule may be limited due to organizational requirements. If participation is limited in a particular organization, upon request by the Union, management will discuss the issue with the Union.

SECTION 11. Telecommuting. The parties agree that Telecommuting is available to bargaining unit employees. Requests to participate will be processed in accordance with the FAA Telecommuting Policy 8.19.

ARTICLE 21

OVERTIME

SECTION 1. Employees who are required to work overtime will be compensated in accordance with applicable laws and regulations.

SECTION 2. A rotational system will be established whereby equally qualified employees within the lowest organizational unit are given the opportunity to participate in scheduled overtime work assignments on an equitable basis insofar as the requirements of the organization permits. Suitable records of scheduled overtime worked and refused will be maintained by supervisory employees of the organizational units to assure that each employee receives substantially the same consideration. Such records may be

reviewed by the Union Representative. Supervisors shall not assign overtime work to employees as a reward or penalty.

SECTION 3. The Employer agrees that any employee scheduled to work overtime outside his/her workweek will be notified, if possible, one (1) week in advance, and if possible two (2) weeks in advance for work performed on a holiday.

SECTION 4. Supervisors shall not normally perform bargaining unit work on overtime if qualified bargaining unit employees assigned to that organizational unit are available.

SECTION 5. Employees either in training or on details who are available may be considered for overtime in their organizational unit subject to provisions of this Article.

SECTION 6. The Employer reserves the right to direct and require any and all employees to work overtime. However, the Employer agrees to consider an employee's request for relief from an overtime assignment and if another equally qualified employee is available and does not object, the request will be honored. Should performance problems arise during periods of mandatory overtime, the impact of the mandatory overtime on the employee will be considered in the resolution of the performance problems.

SECTION 7. Employees who are called back to work and the time is not continuous with their normal tour of duty will be compensated for a minimum of two (2) hours of overtime.

SECTION 8. Leave will be considered on a case-by-case basis in assigning employees for overtime.

SECTION 9. Employee overtime work shall be compensated through premium pay at a true time and one-half or compensatory time at a 1 hour for 1 hour rate. Compensatory time will be counted the same as paid overtime in determining equitable distribution. All bargaining unit employee requests for compensatory time in lieu of payment for overtime work will be considered.

SECTION 10. Telephone availability shall be administered consistent with applicable agency regulations.

SECTION 11. Compensatory Time use will be administered in accordance with Human Resources Policy Manual (HRPM) Policy Bulletins 50 and 51 (Appendix II).

ARTICLE 22

ANNUAL LEAVE

SECTION 1. It is mutually agreed that annual leave is the right of the employee. However, the determination as to the time and amount of annual leave to be granted is the responsibility of the employee's immediate supervisor. The decision to approve or disapprove annual leave must be based on operating requirements and emergency conditions in relation to the number of employees and skills available to perform work. Except as otherwise provided for by law, rule, or regulation, the Employer retains the right to cancel leave under this agreement. For these reasons, requests for annual leave shall be made to the immediate supervisor. If the immediate supervisor is not available, the designated leave approving official may approve short term leave or emergency leave. If for any reason an employee's request for annual leave cannot be granted, the supervisor will inform the employee of the reason.

The employee may submit an annual leave request to the supervisor through CASTLE. If the supervisor disapproves such annual leave requests, the reason will be annotated in CASTLE. Leave may only be denied in order to meet legitimate operating requirements or for other justifiable and legitimate reasons.

SECTION 2. Each employee should request vacation leave not later than March 15 for the period(s) of his/her preference. Any conflict between employees desiring the same time period(s) shall be resolved in favor of the employee whose projected use or lose annual leave is the greatest at the time of scheduling provided the individual's request was submitted by March 15. If this will not resolve the conflict, the employee with the earliest SCD will be given preference. Subject to operating requirements, vacations during the weeks of Thanksgiving, Christmas and New Years will be made available on a rotating basis among employees who express a desire to take leave during those periods.

SECTION 3. Every attempt consistent with the operating requirements will be made to satisfy the desires of employees with respect to approval of annual leave for special vacations, birthdays, religious holidays, funerals, and other specific requests.

SECTION 4. When operational requirements permit and the employee has sufficient annual leave, requests for leave up to 30 days will be approved.

SECTION 5. It is agreed that employees will not be required to schedule all of their use or lose annual leave. However, use or lose annual leave not scheduled and approved at least 3 pay periods prior to the end of the leave year will not be considered for restoration. Supervisors and employees share the responsibility for ensuring that annual leave is managed in a manner calculated to avoid forfeiture of leave.

SECTION 6. The employer shall not publicly post individual annual leave records.

SECTION 7. Annual leave balances will not be a factor for promotion, discipline, or other personnel actions.

ARTICLE 23

SICK LEAVE

SECTION 1. A request for sick leave must be made to the immediate supervisor. If the supervisor is unavailable, when applicable, the designated leave approving official may approve short term or emergency leave. Unless prior arrangements have been made an employee must request sick leave at the beginning of each day of sick leave required.

SECTION 2. A medical certificate will not be required to substantiate a request for approval of sick leave for three (3) days or less, unless the employee has been specifically informed in writing of the requirements to provide a certificate in advance of the use of sick leave. Written notices will be reconsidered after each six (6) months period. The medical certificate must state that the employee was incapacitated for duty during the full period of the absence.

SECTION 3. Sick leave of more than three (3) consecutive work days must be supported by a medical certificate, except that this requirement may be waived by the Employer in individual cases. If the employee was not attended by a physician, the employee's certificate stating the illness and the reason for not consulting a physician will be accepted in lieu of a medical certificate.

SECTION 4. Advance sick leave up to 30 days may be granted subject to the following conditions.

- a. A review of past sick leave usage will be made to determine the appearance of abuse of sick leave and the probability of the employee repaying the leave.
- b. The medical status of the employee has been certified by a physician. Certification must show the diagnosis, prognosis, and when the employee can be expected to return to duty.
- c. The advance is made with the understanding that it will be charged to sick leave subsequently earned.
- d. The amount of sick leave advanced shall be limited to the least amount required.

SECTION 5. The Employer shall not publicly post individual sick leave records.

SECTION 6. Available sick leave shall be approved for an employee who is incapacitated for the performance of his/her duties by sickness or injury. Under circumstances involving a contagious disease which requires isolation, quarantine, or restriction of movement of a member of an employee's immediate family, sick leave may be granted in accordance with agency regulations covering contagious disease, if the employee is required to care for the patient or his/her presence at work might endanger the health of his/her coworkers.

SECTION 7. Whenever an employee's request for sick leave is disapproved, he/she will be informed of the reason for disapproval and, if requested, will be given a written response.

SECTION 8. Sick leave balances will not be a factor for promotion, discipline, or other personnel actions.

ARTICLE 24

LEAVE WITHOUT PAY FOR UNION REPRESENTATION

SECTION 1. Leave without pay may be granted to a member of the Union to serve with AFGE at the National level for up to one (1) year. Extensions will be granted by the Director, Civil Aerospace Medical Institute, for subsequent one (1) year periods upon request unless legitimate operating requirements dictate otherwise. The total duration may not exceed the terms of the appointed or elected position in AFGE of the affected employee.

ARTICLE 25

LEAVE FOR SPECIAL CIRCUMSTANCES

SECTION 1. In the event of a death in the employee's immediate family, appropriate leave will be granted in accordance with Articles 22 and 23. Employees may be granted LWOP in accordance with controlling regulations. The amount of leave will depend upon circumstances in each individual case. Immediate family is defined as spouse/significant other, children and grandchildren, also mother, father, grandparents, brothers and sisters of the employee and spouse.

SECTION 2. In the event of a death in the employee's family other than the immediate family, annual leave may be granted. Family other than immediate family is defined as aunt, uncle, nieces, and nephews.

SECTION 3. In the event of accident or illness in the employee's immediate family, the employee may be granted annual leave.

SECTION 4. BLOOD LEAVE

- a. Upon request, employees will 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 prior approval from the appropriate management official; approval of such requests is subject to the operational demands of the organization.
- b. 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.
- c. 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.
- d. Excused absence for the purpose is only authorized for employees who donate blood. Employees who sell their blood are not authorized excused absence but must be charged annual leave or leave without pay.

SECTION 5. FAMILY AND MEDICAL LEAVE The Parties agree that requests for Family and Medical Leave under the Family and Medical Leave Act of 1993 will be processed in accordance with the Act and governing rules and regulations.

ARTICLE 26

EXCUSED ABSENCE

SECTION 1. The parties agree that excused absences will be governed by applicable laws, comptroller general decisions, and FAA directives.

ARTICLE 27

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 Human Resource Management regulations.

SECTION 2. The Employer agrees to notify the Union when it is determined that furloughs will be necessary within the bargaining unit.

The Union will be notified of the reason, length, and the approximate effective date of the proposed furlough.

If the proposed furlough does not affect all employees in an organization, the Union will be notified of the reason for exemption, number, types and paybands of employees exempted.

SECTION 3. The Employer agrees to consider the desires of affected employees in scheduling furloughs to the extent it does not conflict with regulations, national guidelines, or operating requirements.

SECTION 4. The Employer agrees to make available information concerning the impact of a proposed furlough on employee benefits.

ARTICLE 28

REDUCTION-IN-FORCE

SECTION 1. Reductions-in-force (RIF) shall be administered in accordance with prescribed laws and Office of Human Resource Management regulations.

SECTION 2. The Employer agrees to notify the Union when it is determined that reduction-in-force actions will be necessary within the bargaining unit.

The Union will be notified of the reason for the reduction-in-force, the approximate effective date and the number of positions to be reduced. At this time, the Union President may submit proposals for negotiation concerning the procedures management will follow within the scope of Public Law 95-454 and the Employer's authority.

ARTICLE 29

PAGERS

SECTION 1. Employees who voluntarily wear or carry an electronic device for recall purposes during non-duty time will not be compensated.

SECTION 2. Employees who wear or carry electronic devices for recall purposes may be disciplined for failure to answer and/or report as directed.

ARTICLE 30

HAZARDOUS DUTY/ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 1. Employees involved in the performance of hazardous duty in accordance with Agency Order 3550.10 will be compensated as appropriate.

ARTICLE 31

HEALTH AND SAFETY

SECTION 1. The parties agree to strive for a safe and healthful work place for all employees in accordance with applicable laws and regulations. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions.

SECTION 2. Accident records will be maintained by the Employer as required by applicable laws and agency regulations, and will be available for review upon request of the Union.

SECTION 3. When safety and health inspections are performed by professional or agency designated safety and health inspectors which will result in the completion of FAA Form 3900-1 or 3900-2, a Union representative who would otherwise be on duty shall be afforded an opportunity to accompany the inspector while the inspector is in the bargaining unit.

SECTION 4. Protective equipment and clothing as required by applicable laws and agency regulations shall be provided by the Employer. Safety equipment damaged though no fault of the employee may be replaced upon request.

SECTION 5. The Employer shall not assign an employee to work alone in a known potentially dangerous operation unless provisions have been made for prompt assistance to the employee in the event of an accident.

SECTION 6. The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers.

SECTION 7. The Employer will assist employees who are injured on the job in the completion of proper injury compensations forms.

SECTION 8. ATTIRE: Employees should come to work dressed suitably for the job to be performed. In those cases where the work assignment during the day requires other attire, the Employer agrees to provide reasonable time for the employee to change to

appropriate clothes. The Employer agrees, where feasible, to provide access to adequate facilities for changing clothes.

ARTICLE 32

TRAVEL AND PER DIEM

SECTION 1. The parties recognize that all matters relating to travel and per diem shall be governed by applicable laws and regulations.

SECTION 2. To the maximum extent practical, TDY travel will be during official duty hours. Employees may participate in AWS to the extent that it corresponds with the functions(s) to be performed while in the TDY status.

ARTICLE 33

PERFORMANCE OF COMMERCIAL ACTIVITIES OMB CIRCULAR A-76 AND SERVICE CONTRACTS

SECTION 1. The Union may file an appeal of cost comparison determinations which favor contract performance. Appeals may be filed in accordance with appropriate regulations in effect at the time of the determinations.

SECTION 2. The Union shall be notified in writing when an A-76 cost comparison study is to be initiated which may result in a transfer to Contract performance services currently performed by Unit employees.

SECTION 3. The Union shall be provided a copy of the solicitation which may result in a transfer to Contract performance services currently performed by Unit employees.

SECTION 4. The Employer agrees, in the interest of minimizing adverse actions and/or reducing separations of career employees affected by decision to permanently contract out work currently performed by Unit employees, to consider restricting new hires and giving employees displaced as a result of the decisions to contract out consideration for vacant positions for which they are qualified and the employer intends to fill, which are at the same or lower payband as the employer being displaced.

SECTION 5. The Employer agrees to provide individuals appropriate counseling (including band and pay retention), when requested, to employees whose jobs are abolished as a result of conversion to Contract.

SECTION 6. SERVICE CONTRACTS. When the Employer proposes to initiate a Service Contract within the bargaining unit to perform current bargaining unit work load the Union will be informed of the proposal and provided the reason(s) for the proposal.

ARTICLE 34

USE OF OFFICIAL FACILITIES

SECTION 1. Union officials and stewards will have reasonable access to Government telephones for use when necessary in conducting proper labor-management relation activities. The Parties recognize and understand that the misuse of telephone by anyone may serve as grounds for appropriate action designed to correct the misuse.

SECTION 2. The Employer agrees to provide the Union with a telephone which has access to the Federal Telecommunications System (FTS). Use of FTS is limited to the collective bargaining relationship at the Mike Monroney Aeronautical Center. The FTS is not to be used for personal calls.

SECTION 3. The Employer shall provide adequate bulletin board space for the posting of Union material. The parties recognize that the posting of scurrilous or inflammatory material is prohibited.

SECTION 4. Newsstands for Union literature may be placed in the main break area of the CAMI building. Stands shall be subject to the approval of the Employer in terms of their suitability from the standpoint of decor.

SECTION 5. The Union will be permitted to use the internal mail system and Lotus Notes for communicating on proper labor relations subjects. In no event shall either system be used for internal Union communications.

SECTION 6. The Union will be permitted to use Agency copy machines to reproduce copies of their grievances and other material necessary for conducting proper labor relations business. The Union may use a designated fax machine. All faxes sent long distance will be logged.

ARTICLE 35

PARKING

SECTION 1. The Employer will provide adequate parking accommodations for employees.

ARTICLE 36

CHANGES IN AGREEMENT AND PAST PRACTICES

SECTION 1. It is agreed that personnel policies, practices, procedures, and matters affecting conditions of employment which are in the scope of the Employer's authority will not be changed or implemented without prior notification to the Union.

SECTION 2. The Employer shall notify the Union and negotiate, if requested, prior to implementing changes in personnel policies, practices, procedures, or matters affecting conditions of employment that are within the scope of the Employer's authority and that are not specifically covered by this Agreement. Upon notification, the Union has 14 calendar days in which to request negotiations.

SECTION 3. It is agreed that management will notify the Union of planned changes in existing security practices affecting the employee's working environment prior to implementation, and, will when operational requirements permit, afford the Union an opportunity to request to negotiate the procedures for implementing the change (s). All agreements reached under this Article will be documented in writing.

ARTICLE 37

COMPENSATION SYSTEM

SECTION 1. The compensation system for bargaining unit employees shall be the FAA Core Compensation Plan (Appendix I).

ARTICLE 38

CONTRACT REOPENING

SECTION 1. The Parties agree that by mutual consent this Agreement may be reopened and modified during the term of the Agreement.

ARTICLE 39

EFFECTIVE DATE AND DURATION

SECTION 1. This Agreement is for a period of 3 (three) years and shall become effective on the date it is approved by the FAA Administrator or his/her designee. It shall automatically renew 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 less than 60 calendar days preceding the expiration date of the Agreement. Within 30 (thirty) days after receipt of the written notice, the Parties will

meet and begin negotiations. If negotiations are not completed prior to the expiration date, 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, the laws, regulations, and policies of pertinent governmental agencies current at the time of extension, shall be controlling in the event of conflict or incompatibility with the Agreement.

APPENDIX I

Pay and Compensation Agreement

Between

American Federation of Government Employees Local 2282

and

Federal Aviation Administration
Civil Aerospace Medical Institute

Conversion of General Schedule Employees
To the Core Compensation Plan



CONVERSION OF BARGAINING UNIT GENERAL SCHEDULE EMPLOYEES TO THE CORE COMPENSATION PLAN

Upon ratification of the AFGE 2282 and Federal Aviation Administration Civil Aerospace Medical Institute Collective Bargaining Agreement between the two parties all General Schedule (i.e., FG) bargaining employees will be converted to the Core Compensation Plan. This document provides information pertinent to that conversion, and also provides applicable links for additional information that you may want to look at.

In April 2000, all non-bargaining unit employees, not subject to contract petition, were converted to the Core Compensation Plan. The plan has allowed FAA to recognize, reward, and encourage individual contributions and organizational success. As an extraordinary agency of competent, talented, dedicated people, FAA must continue as the global leader in aviation by maintaining our organizational success and recognizing our fellow FAA'ers for their contributions toward achieving that success. The Core Compensation Plan is a strategic management tool to help us in this endeavor.

Please review this web site and its links carefully and take advantage of the content. If you have questions, please review the more detailed information available on the AHR web site at employees.faa.gov/org/staffoffices/ahr/policy_guidance/hr_policies/hrpm/hrpmtoc/#comp, contact your servicing Human Resource Management office, or talk with your organization's administrative staff.

What is the Core Compensation Plan?

- FAA's Core Compensation Plan is a strategic management tool that links individual and organizational contributions to the achievement of organizational goals. AFGE 2282 General Schedule bargaining unit employees will be converted to this plan upon ratification of a new collective bargaining agreement between the parties .

- The core plan is:

Results-oriented. All pay changes are linked to individual growth, performance, and organizational success.

Market-based. The Core Plan is linked to the external market to ensure a competitive, but appropriate and affordable salary structure.

Tool-focused. Tools are being used to help managers make compensation decisions to support their organizations' goals and values.

Business-focused. Each part of the plan is designed to support overall FAA and organizational goals.

- The Core Plan structural elements include job categories, career levels, and paybands. These elements are described below in more detail.

Each Job Series is Assigned to a Job Category

Under the core compensation plan, job series are grouped together into job categories, based on the nature of the work and pay in the external marketplace. There are nine job categories:

Administrative Support	Paraprofessional	Student
Clerical Support Engineering	Professional Specialized	Technical Technical Support

In most cases, the FAA has continued to use existing job series. A few series have been consolidated into other, broader series. The full Core Compensation web site lists the changes to the job series and also identifies the job series assigned to each job category.

Each Job Category has a Standard Number of Levels

Within each category, there are a standard number of career levels reflecting increasing degrees of responsibility and complexity. The number of levels in each category is shown below:

Category	Career Levels (non-managerial)
Student	3
Clerical Support	3
Admin. Support	3
Technical Support	3
Paraprofessional	3
Professional	5
Technical	5
Engineering	5
Specialized	Varies by Job Series

Each Career Level is Assigned to a Payband

The FG 15-grade pay schedule has been replaced with 13 broad paybands. The bands have substantially wider ranges of pay opportunities, and the bands do not have steps. Each career level is assigned to a payband. The job categories and career levels are assigned to paybands as follows:

Category	Paybands											
	B	C	D	E	F	G	H	I	J	K	L	M
Student	Lvl 1	Lvl 2	Lvl 3									
Clerical Support		Lvl 1	Lvl 2	Lvl 3		Mgr1	Mgr2					
Admin. Support			Lvl 1	Lvl 2	Lvl 3		Mgr1	Mgr2				
Technical Support				Lvl 1	Lvl 2	Lvl 3		Mgr1	Mgr2			
Paraprofessional					Lvl 1	Lvl 2	Lvl 3		Mgr1	Mgr2		
Professional					Lvl 1	Lvl 2	Lvl 3	Lvl 4	Lvl 5			
Technical						Lvl 1	Lvl 2	Lvl 3	Lvl 4	Lvl 5		
Engineering						Lvl 1	Lvl 2	Lvl 3	Lvl 4	Lvl 5		
Specialized	Varies by Job Series											

Each Payband has a Maximum and Minimum

Payband minimums and maximums are reviewed annually and adjusted if appropriate. The current/2008 paybands are:

Payband	Minimum	Maximum
	\$16,913	\$24,498
	\$19,373	\$28,085
	\$21,833	\$32,800
D	\$25,113	\$37,720
E	\$28,802	\$43,255
F	\$33,108	\$49,713
G	\$38,745	\$60,065
H	\$47,253	\$73,185
I	\$57,503	\$89,175
J	\$70,213	\$108,855
K	\$83,948	\$130,175
L	\$100,348	\$155,595*
M	\$118,388	\$159,695*

*Locality pay is not included in these paybands. Locality pay continues to be provided in addition to base pay. Pay rates for FAA employees, including locality pay, are capped by law as of January 6, 2008, at \$172,200. If locality increase would cause pay to exceed this amount, pay is capped at \$172,000.

Job Documentation

New career level definitions have replaced position descriptions and classification guides. These identify the level and nature of work being performed for each level in each job category. The definitions also indicate the knowledge, skills, and other requirements necessary to perform the work at a given career level. Managers use the career level definitions, along with series definitions and titling guidelines, to “classify” positions under the Core Plan to the appropriate job series, job category, career level, and payband.

Question: How are the paybands set?

Answer:

We analyze market data to determine the paybands. The market data are obtained through market surveys, which involve comparing the nature of work and the pay levels for jobs within FAA to similar jobs within industries and organizations with which we compete for employees.

Each job series is compared to our primary labor market and potentially to a secondary labor market as well.

FAA's primary labor market is the aerospace and aviation industries. These industries represent key clients/customers, and they employ skills similar to ours. Secondary labor markets are used for most job series to incorporate data from a broader set of industries. Secondary labor markets include, but are not limited to, high technology, health care, biotechnical, other Federal agencies, and cross-industry (all public and private sector industries combined).

At FAA we have very high standards for determining what market surveys will be used. In addition, market surveys are administered by a "third party" -- a company that conducts surveys for a living. We will continue to participate in and purchase only the highest quality and most relevant surveys available to us.

How Will Employees' Pay Change in 2008?

Each Employee is Assigned to a Payband

The table below shows how FG grades translate into career levels for the different job categories. Looking at the existing job series and the corresponding job category will identify how an employee's current grade translates to the Core Plan.

Grade-to-Level Assignments (non-managerial)					
Category	Level 1	Level 2	Level 3	Level 4	Level 5
Student	FG 1/2	FG 3/4	FG 5/7/9	--	--
Clerical Support	FG 1-4	FG 5/6	FG 7/8	--	--
Admin. Support	FG 3-6	FG 7/8	FG 9/10	--	--
Technical Support	FG 5/6	FG 7/8	FG 9/10/11	--	--
Paraprofessional	FG 7/8/9	FG 10/11	FG 12/13	--	--
Professional	FG 5/7/9	FG 11	FG 12	FG 13	FG 14/15
Technical	FG 5/7/9	FG 11/12	FG 13	FG 14	FG 15
Engineering	FG 5/7/9	FG 11/12	FG 13	FG 14	FG 15
Specialized	Varies by Job Series				

A Within-Grade Buyout Is Added

Each employee moves into the core pay plan at their current pay rate, plus a Within-Grade Increase (WIG) buyout for employees below a step 10. Employees at step 10 do not receive a WIG buyout, because they are not eligible for a future WIG increase under the FG pay system.

The WIG buyout is a pro-rated amount of pay that recognizes time served toward an employee's next expected within-grade increase, and the current amount of that next within-grade increase. The WIG buyout is added to an employee's current pay rate, and it becomes part of the employee's new base pay. The formula to calculate the WIG buyout is:

$$\begin{array}{c} \text{Percent of WIG Earned} \\ \hline \frac{\text{Days Since Last WIG}}{\text{Days Between Scheduled WIG's}} \end{array} \times \begin{array}{c} \text{Normal WIG Amount} \\ \hline \text{WIG Increase Dollar Amount} \\ \text{(Excluding Locality Pay)} \end{array} = \begin{array}{c} \text{WIG Buyout} \\ \hline \text{Pro-Rated WIG} \\ \text{Increase} \end{array}$$

Adjustments will be Made to Base Pay if Outside Payband

After any conversion increases (WIG buyout) are computed, the resulting pay rate will generally be the employee's new pay rate.

Less than the minimum. If an employee's base pay after the WIG buyout is *lower* than the payband minimum, the employee's pay rate *will be increased* to the payband minimum.

More than the maximum. If an employee's base pay after WIG buyout is *higher* than the payband maximum, the employee will *retain that salary* (pay retention), regardless of the payband maximum. Future pay increases will be paid in a lump sum, until the employee's salary is within the payband, except for those employees described below.

OSI/SCI: Rate of Basic Pay Exceeds the Payband Maximum at the Time of Conversion. If an employee's pay at the time of initial conversion to Core Compensation exceeds the maximum rate of the payband to which the employee is converted, then the employee's pay remains the same at the time of conversion to Core Compensation. Subsequent OSI/SCI's will be awarded in accordance with the procedures below:

- a. During the first year of the Agreement, any OSI/SCI amount will be added to base pay regardless of the relationship of the employee's salary to the band maximum.
- b. During the second year of the Agreement, if the employee's salary is at or above the band maximum, fifty percent (50%) of any OSI/SCI amount will be added to base pay regardless of the relationship of the employee's salary to the band maximum. The remainder of the OSI/SCI will be paid in a lump sum payment.
- c. In all subsequent years of this Agreement, if the employee's salary is at or above the band maximum, one hundred percent (100%) of any OSI/SCI amount will be paid in a lump sum payment.

Base pay will not be reduced. Converting to the core plan will not cause any employee's current total base pay (including locality) to be reduced.

Locality Pay will be Added Where Applicable

Locality pay will continue to be added to employees' pay, at Government wide rates.

2009 Presidential Increase. Employees eligible for the 2009 Presidential Increase for GS employees will receive the Presidential Increase as scheduled prior to the initial conversion to Core Compensation.

How Will Employees' Pay Change in the Future?

Annual Pay Changes

With the conversion to the Core Plan, the traditional annual pay changes (annual General Increases, Within Grade Increases, and Quality Step Increases) have been eliminated.

The funds previously used for the General Increase, Within-Grade Increases, and Quality Step Increases are reallocated to two new types of annual performance-based pay increases: Organizational Success Increases and Superior Contribution Increases.

- **Organizational Success Increase (OSI)**

The OSI is an annual increase to base pay granted to employees, based on how well FAA meets its performance goals.

Eligibility. In order to be eligible for the OSI, an employee must have a minimum of 90 days of service with the FAA during the performance year, and also meet minimum performance expectations. Employees on an ODP (Opportunity to Demonstrate Performance) at the end of the performance year will not be eligible. Employees who have had a demotion during the performance year based on performance and employees whose removal has been proposed for any reason at the end of the performance year will not be eligible.

Amount of Increase. All employees who receive the OSI will get the same percentage increase to their base salary. The FAA Administrator will determine the amount of the OSI each year based on how well the agency did against its performance goals contained in the FAA Flight Plan. The OSI percentage will vary from year to year, since the percentage of the pool of funds available for the OSI is based on the GS general increase, which varies each year, plus 1 percent, which reflects a portion of the funds previously spent on WIG's. All performance increases will be effective on a specific date set by the Administrator.

- **Superior Contribution Increase (SCI)**

The SCI is an additional increase available to employees who provide superior contributions and accomplishments to the organization. It is similar in concept to the Quality Step Increases available under the FG pay system. Eligibility. In order to be eligible for the SCI, an employee must have a minimum of 90 days of service with the FAA during the performance year, and also meet minimum performance expectations. Employees on an ODP (Opportunity to Demonstrate Performance) at

the end of the performance year will not be eligible. Employees who have had a demotion during the performance year based on performance and employees whose removal has been proposed for any reason at the end of the performance year will not be eligible.

Amount of Increase. Employees who receive the SCI will get a base pay increase *in addition to* the OSI. There are two levels of SCI available: SCI-1, which results in an additional 1.8 percent increase, in addition to the OSI; and SCI-2, which results in an additional 0.6 percent increase. Managers identify which employees will receive an SCI using a structured process and forms, and standardized criteria that assess an employee's contributions and accomplishments in relation to Collaboration, Customer Service, and Impact on Organizational Success. All performance increases will be effective on a specific date set by the Administrator.

Other Pay Rules

Additional new pay-setting policies have been established under the core plan, and some pay-setting policies are being retained from the FG system.

- ***Promotions***

A promotion is a change to a higher payband that results from a change in job series, job responsibilities, or employee competencies, skills, or abilities. Promotion increases range from zero to a 15% increase.

- ***Reassignments***

A reassignment is a move from one job to another or from one organization to another without a change in payband. An employee may receive an increase to base pay or a lump sum bonus with a reassignment, IAW FAA guidelines.

- ***In-Position Increases***

AFGE 22282 General Schedule bargaining unit employees will be eligible, in certain situations, for an in-position increase. An in-position increase acknowledges special circumstances such as an employee's significant professional growth or the increased complexity of an employee's current job. In-position increases are limited to no more than 2 percent of employees in an organization each year, and no employee may receive more than one in-position increase within a 2-year period. All in-position increases must be approved by the head of the employing line of business or staff office, and the approval authority may not be re-delegated.

- ***Demotions***

A demotion is a change to a lower payband. At the time of a demotion, pay determinations may vary based on the circumstances. In some situations, employees will retain their existing rate of pay upon demotion, while in other situations, the pay rate will be capped at the top of the new, lower payband.

- ***Competition Requirements***

Employee movement to a new position in the same job category or to a job category with the same overall pay potential does not require use of competitive procedures, even if the move is to a higher payband.

However, competitive procedures *must* be used when an employee moves to a position in a different job category that has a higher overall pay potential. For example, a move from a Professional position to a Technical position always requires use of competitive procedures because the Technical Job Category has a higher overall pay potential. Competition is also required when an employee moves into his or her first supervisory/managerial position, even if that position is in the same payband as they are currently in.

Even if not required, managers may elect to use competitive processes to fill any position. However, whether or not competition is used, selecting officials must justify that their selections are based on merit principles.

- ***New Employees***

Base salaries for newly hired employees may be set anywhere within the assigned payband.

A base salary that is in the upper two-thirds of the pay range requires additional levels of approval.

- ***Employees in Career Ladder Positions***

These are employee, who at the time of conversion, occupy positions that are developmental, i.e., filled at a lower grade than the target level.

The Employer shall consider promotion of an employee who was in a career ladder position promptly upon his/her qualification for the target level, and shall promote such an employee if appropriate. When promoting an employee who was in a career ladder position, the Employer shall increase the employee's base pay by six (6) to fifteen (15) percent. When determining the percentage of the increase, the Employer shall take into consideration what the employee's salary would have been absent conversion and set the new salary as close to that salary as possible within the limits of the FAA Core Compensation System. In no event will an employee be paid less than the minimum of the payband.

Awards

Cash awards and non-monetary awards continue to be available to recognize individual contributions and accomplishments.

If You Have Further Questions

Please review this web site and its links carefully and take full advantage of the content. If you have further questions, please visit the Core Compensation section of the AHR website at

employees.faa.gov/org/staffoffices/ahr/policy_guidance/hr_policies/hrpm/hrpmtoc/#com

p. You may also contact your servicing Human Resources Management Office, or talk with your manager or your organization's administrative staff.

APPENDIX II

Human Resources Policy Manual (HRPM) Policy Bulletins 50 and 51

Human Resources Policy Manual (HRPM) Policy Bulletin #50

Compensatory Time Off for Fair Labor Standards Act (FLSA) Exempt Employees

This policy bulletin applies to: Both non-bargaining unit employees/positions and bargaining unit employees/positions.

Policy bulletin effective date: 02/17/2008. This policy bulletin will remain in effect until cancelled by the Office of Human Resources.

This policy bulletin supersedes conflicting information found in the following policies:

FAA Order 3550.10, Pay Administration: Chapter 2, Section 2
DPM 550-7, Subchapter 1, paragraph D, April 12, 1985

Use this Policy Bulletin in conjunction with: Questions and Answers on Use of Compensatory Time Off for FLSA Exempt Employees (MS Word).

Background Information: Due to consolidation of payroll processing systems and the high cost of differing systems, the Office of Personnel Management (OPM) issued new regulations that provide a Government-wide standardized time limit of 26 pay periods for using earned compensatory time before specific action is required by the agency. The OPM regulations were effective on May 14, 2007. FAA is implementing this policy to accommodate the payroll processing systems and lower unnecessary costs associated with compensatory time off. The new policy and specific operating instructions will be included in HRPM Chapters on Pay Administration that are currently under development.

-
1. **Purpose:** This policy bulletin implements a time limit of 26 pay periods for FLSA exempt employees for using earned compensatory time earned on or after February 17, 2008. Managers must ensure that compensatory time is used as soon as possible after it is earned, not later than 26 pay periods. Normally, accrued compensatory time should be used before annual leave is approved, unless the use of accrued compensatory time would result in the forfeiture of use-or-lose annual leave.
 2. **Policy:** The new FAA policy effective February 17, 2008, is as follows:
 - FLSA exempt employees must use accrued compensatory time off by the end of the 26th pay period after the pay period during which it was earned.

- FLSA exempt employees will forfeit any unused compensatory time off after the 26th pay period during which it was earned unless the failure to use was due to an exigency of service beyond the employees' control.
 - FLSA exempt employees will forfeit any unused compensatory time off earned on or after February 17, 2008, when they transfer or separate from Federal service except when:
separated or placed in a LWOP status to perform military service or due to an on-the-job injury with entitlement to injury compensation. Under these circumstances, employees will be paid overtime at the rate it was earned for any unused compensatory time off balance.
 - Unused compensatory time earned prior to February 17, 2008, has been grandfathered for purposes of this policy. Any grandfathered compensatory time that remains unused at the time of retirement, transfer to another agency, or departure from the Federal service will be paid at the overtime rate at which it was earned.
3. **Point of Contact:** Questions about this guidance should be directed to the servicing Human Resources Office.

**Human Resources Policy Manual (HRPM)
Policy Bulletin #51**

Compensatory Time Off for Fair Labor Standards Act (FLSA) Nonexempt

This policy bulletin applies to: Both non-bargaining unit employees/positions and bargaining unit employees/positions.

Policy bulletin effective date: 05/14/2007. This policy bulletin will remain in effect until cancelled by the Office of Human Resources.

This policy bulletin supersedes conflicting information found in the following policies:

FAA Order 3550.10, Pay Administration: Chapter 2, Section 2
DPM 550-7, Subchapter 1, paragraph D, April 12, 1985

Use this Policy Bulletin in conjunction with: Questions and Answers on Use of Compensatory Time Off for FLSA Non-Exempt Employees (MS Word).

Background information: Due to consolidation of payroll processing systems and the high cost of differing systems, the Office of Personnel Management (OPM) issued new regulations that provide a Government-wide standardized time limit of 26 pay periods for using earned compensatory time before payment to FLSA nonexempt employees is required. The OPM regulations were effective on May 14, 2007. This policy bulletin implements the regulations for nonexempt employees. The new policy and specific

operating instructions will be included in HRPM Chapters on Pay Administration that are currently under development.

1. **Purpose:** This policy bulletin implements a time limit of 26 pay periods for FLSA nonexempt employees for using earned compensatory time. Managers must ensure that compensatory time is used as soon as possible after it is earned, not later than 26 pay periods. Normally, accrued compensatory time should be used before annual leave is approved, unless the use of accrued compensatory time would result in the forfeiture of use-or-lose annual leave.
2. **Policy:** FLSA nonexempt employees have a statutory entitlement to receive payment for unused compensatory time off. The new FAA policy is as follows:
 - Effective May 14, 2007, FLSA nonexempt employees are required to use accrued compensatory time off by the end of the 26th pay period after the pay period during which it was earned.
 - If an FLSA nonexempt employee is unable to use the compensatory time balance within the required time limit, it must be liquidated, and will be paid at the overtime rate in effect when the compensatory time was earned.
 - If an FLSA nonexempt employee is on extended leave without pay to perform military service or as a result of an on-the-job injury with entitlement to injury compensation, unused compensatory time will be liquidated and paid at the overtime rate in effect when the compensatory time was earned.
 - A grandfather clause is included in implementation of this policy. Employees have three years from the date of implementation of this policy, May 14, 2007, to use their compensatory time balance. Effective the beginning of the first pay period after May 14, 2010, employees will be paid for all unused accrued compensatory time earned before May 14, 2007.
3. **Point of Contact:** Questions about this guidance should be directed to the servicing Human Resources Office.

APPENDIX III

GLOSSARY OF TERMS AND ACRONYMS

AFGE: American Federation of Government Employees. An AFL/CIO affiliated National Union of which Local 2282 represents employees in the Center-Wide bargaining unit.

AWS: Alternative Work Schedules. Work schedules that deviate from a standard 8 hours a day, five days a week fixed schedule.

CAMI: Civil Aerospace Medical Institute

CSRA: Civil Service Reform Act. Public Law 95-454 passed in 1978.

EAP: Employee Assistance Program. A program that, through the use of contract counselors, provides confidential counseling to FAA employee and their immediate families on personal problems.

EEOC: Equal Employment Opportunity Commission. A Federal commission established by Congress to provide oversight and direction for Equal Employment Opportunity. Discrimination may be based on one or more of the following factors: race, color, religion, sex, national origin, age, or handicapping condition.

FAA: Federal Aviation Administration. The parent Agency for the Mike Monroney Aeronautical Center.

FLRA: Federal Labor Relations Authority. An organization established by the Civil Service Reform Act to oversee and direct Federal labor relations activity.

FLSA: Fair Labor Standards Act (Pay). A Public Law regulating the pay of certain federal employees.

FMLA: Family and Medical Leave Act. A Public Law requiring an employer to grant Leave Without Pay in certain circumstances.

FSIP: Federal Services Impasse Panel. An organization with the power to resolve disputes over contract negotiations and language through a binding decree.

LWOP: Leave Without Pay. An approved leave status for which the employee does not receive pay.

MMAC: Mike Monroney Aeronautical Center. The Employer.

MSPB: Merit System Protection Board. An organization created by the Civil Service Reform Act to hear and adjudicate employee appeals of certain adverse actions.

OMB: Office of Management and Budget.

OPM: Office of Personnel Management. The organization that provides guidance and regulations concerning federal personnel actions.

or equivalent: The designation that recognizes that not all organizations are the same. This also allows the use of appropriate/designated management official, etc., to perform functions under this agreement.

probationary employee: An employee in their first 12 months of regular full-time federal employment. A probationary employee may be “summarily dismissed” according to the U.S. Supreme Court.

RIF: Reduction-in-Force: A procedure under which an employee may be reassigned, demoted, or terminated because of changes within the Agency, workload decrease, reorganization, skills imbalance, decrease in funding, etc.

SCD: Service Computation Date. The service computation date used for the purpose of determining leave accrual. This is the date found on the employee’s pay detail.

TDY: Temporary Duty. The status of an employee when in official duty status at other than the employee’s regular duty location.

threshold issue: An issue presented to a third party that requires resolution prior to the presentation of the primary issue.

Union member: A member of the Unit who elects to join the union.

Unit: Bargaining Unit. Those employees eligible for representation by the Union.

APPENDIX IV
ALPHABETICAL LISTING

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