

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE 412TH TEST WING, EDWARDS AIR FORCE BASE  
CALIFORNIA

AND

SPORT AIR TRAFFIC CONTROLLERS ORGANIZATION  
(SATCO)

EXECUTED 1 MAY 2017

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1- PARTIES TO THE AGREEMENT.....	
2- UNION OFFICIAL TIME.....	
3- CHANGES TO CONDITIONS OF EMPLOYMENT.....	
4- UNION FACILITIES.....	
5- DUES WITHHOLDING.....	
6- CONTROLLER PERFORMANCE.....	
7- TRAINING AND EMPLOYEE DEVELOPMENT.....	
8- PERFORMANCE EVALUATION.....	
9- MEDICAL CERTIFICATION.....	
10- WORK HOURS.....	
11- ANNUAL LEAVE.....	
12- SICK LEAVE.....	
13- POSITION DESCRIPTION AND CLASSIFICATION.....	
14- OVERTIME.....	
15- REDUCTION-IN-FORCE.....	
16- DISCIPLINARY AND ADVERSE ACTIONS.....	
17- NEGOTIATED GRIEVANCE PROCEDURES.....	
18- ARBITRATION.....	
19- REOPENER.....	
20- DURATION.....	

ARTICLE 1  
PARTIES TO THE AGREEMENT

Section 1. This Agreement is reached pursuant to 5 U.S.C. 71 between the SPORT Air Traffic Controllers Organization (SATCO) hereafter referred to as the Union, and the 412th Test Wing, Edwards AFB CA, hereafter referred to as the Employer. Collectively, the Union and the Employer shall be referred to as the Parties. This Agreement covers non-supervisory, non-management civilian GS-2152-12 Air Traffic Control (ATC) Specialists currently employed by the 412th Test Wing, and non-supervisory, non-management civilian GS-0856 Electronic Technicians currently employed by the 412th Test Wing in direct support of the ATC Specialists.

ARTICLE 2  
UNION OFFICIAL TIME

Section 1. The Union President shall normally be the principal Union representative. The Union Vice President shall normally be the alternate Union representative. Only the Union President or the Vice President, if designated in writing by the Union President, may conduct official Labor-Management business on official time, pursuant to 5 U.S.C. 7131. Only one designated SATCO representative will be permitted to attend authorized functions on official time unless an exception is granted on a case-by-case basis by the Employer, or unless more than one representative is authorized by specific provisions of this or other mutual agreement.

Section 2. SATCO representatives retain their official assigned job title, grade, classification, and pay/benefits, are employees of the organization to which assigned, and bound by rules applicable to all Federal civilian employees.

Section 3. Official time for authorized functions will be requested to and approved by the Chief, SPORT Military Radar Unit Operations or designee, subject to mission/manning. The Parties will use the AFMC Form 949 (Appendix 1) for all official time requests. On occasions when a request for official time is denied, official time will be approved as soon thereafter as practicable.

a. When work conditions are such that a SATCO representative may be authorized official time, a reasonable amount of time will be granted. The representative will provide the designated approving authority sufficient information on the AFMC Form 949 to ensure understanding of the complexity of issue(s) for which the official time is requested, for the purpose of determining if the amount of official time requested is reasonable, necessary, and in the public interest pursuant to 5 U.S.C. 7131(d). Official time is authorized for the following activities:

1. Prepare and present grievances at any step in the negotiated grievance procedures
2. Prepare for and participate in arbitration hearings
3. Attend meetings scheduled by the Employer
4. Meet and confer with the Employer
5. Represent Unit employees in appeal hearings covered by statutory procedures

6. Represent the Union on approved committees authorized by this Agreement and/or other agreement(s) and/or the Employer
7. Represent the Union in formal discussions
8. Represent Unit employees in investigatory "Weingarten" meetings
9. Participate in Partnership Council meetings as authorized by the 412th Test Wing Partnership Council Agreement or, sans agreement, as authorized by the Employer
10. Assist Unit employees, when designated in writing, to prepare responses to proposed discipline and adverse actions

b. Upon completion of official time, the SATCO representative and the designated approving authority will complete and sign the AFMC Form 949 to verify its accuracy. The original will be retained by the Employer for accounting purposes; the SATCO representative will be provided a copy.

Section 4. Official time is not authorized for telework.

### ARTICLE 3 CHANGES TO CONDITIONS OF EMPLOYMENT

Section 1. Prior to implementing changes to BUEs' conditions of employment that are more than *de minimis* and/or not covered by an existing agreement, the Employer will notify the Union in writing via E-mail. The Parties agree that the date the notification is E-mailed ("sent") constitutes the date of receipt.

Section 2. If the Union wishes to bargain a change pursuant to 5 U.S.C. 7106 (b)(2) and/or (3), it will request to bargain by submitting impact and implementation (I&I) proposals in writing via E-mail to the Labor Relations Officer within fifteen (15) calendar days of receipt of notification. Impact and implementation bargaining proposals are defined as 1) procedures that management will follow in implementing its decision and 2) appropriate arrangements for employees adversely affected by the decision(s). I&I proposals which do not meet the criteria below will be considered the Union's waiver to bargain.

a. In order to constitute an "appropriate arrangement," a proposal must mitigate the adverse effects flowing from the exercise of a management right, but not "excessively interfere" with its exercise.

b. In order to constitute an "appropriate arrangement" a proposal must be "tailored" to benefit employees suffering from a reasonably foreseeable adverse effect flowing from the exercise of a management right.

c. Proposals intended as arrangements for employees affected by the exercise of management rights must address the reasonably foreseeable adverse effects on employees.

Section 3. Substantive topics of bargaining will be notified to the Union pursuant to the procedures in Section 1. If the Union wishes to bargain, it will request to bargain by submitting proposals in writing via E-mail to the Labor Relations Officer within fifteen (15) calendar days of receipt of notification.

Section 4. The Parties shall exchange ground rules proposals via E-mail no later than fifteen (15) calendar days from receipt of the Union's submission of its request to bargain and proposals. Ground

rules negotiations shall commence no later than fifteen (15) calendar days after the Parties' exchange of ground rules proposals. Pursuant to 5 U.S.C. 7131(a), the number of Union representatives for whom official time is authorized for negotiations including preparation shall not exceed the number of individuals designated as representing the Employer for such purposes unless mutually agreed by the Parties.

Section 5. The Union's failure to actively engage in good faith bargaining and/or its inaction and/or non-responsiveness shall constitute its waiver to bargain.

Section 6. Nothing in this Article prevents the Employer from notifying the Union to change employees' conditions of employment as the result of change(s) to government-wide law, rule or regulations, pursuant to Article 19.

Section 7. The Employer does not elect to bargain permissive topics under 5 U.S.C. 7106(b)(1). If the Employer elects to bargain permissive topics, the Union shall be notified.

#### ARTICLE 4 UNION FACILITIES

Section 1. Currently, the Union bulletin board is approximately 4 feet by 3 feet, located in the SPORT breakroom.

Section 2. Maintenance of the SATCO bulletin board constitutes internal union business pursuant to 5 U.S.C. 7131(b) and is not authorized for duty and/or official time.

Section 3. The Parties agree that defamatory, inappropriate, or abusive material shall not be not be posted on the SATCO bulletin board. If such material is identified by the Employer it shall be removed.

Section 4. The Employer agrees to provide meeting space for periodic Union meetings, provided space is available and the meeting does not interfere with operational requirements. Union meetings constitute internal union business and are not authorized for duty and/or official time pursuant to 5 U.S.C. 7131(b).

Section 5. Currently, Building 1440, Room 280 in the Ridley Mission Control Facility is the designated location for the Union office. The Employer reserves the right to change the Union office location at any time. Prior to change(s) to the Union office location, the Employer will provide notification to satisfy any bargaining obligation pursuant to Article 3.

#### ARTICLE 5 DUES WITHHOLDING

Section 1. The Employer agrees to permit eligible Unit employees to pay Union dues through authorization of voluntary allotments from their earnings, provided that the employee who so requests:

a. is a member in good standing in the Union so certified to the appropriate Financial Management/Civilian Pay Section, by the Union;

b. has voluntarily completed the appropriate form, currently the Standard Form (SF) 1187; and

c. receives compensation sufficient to cover the total amount of the allotment after all other legal deductions have been made.

Section 2. The Union agrees to assume responsibility for:

a. Informing and educating its members on the voluntary nature of the system for the allotment of union dues, including the conditions under which the allotment may be revoked. These activities are prohibited for official and/or duty time as they constitute internal union business pursuant to 5 U.S.C. 7131(b):

b. purchasing and distributing the SF 1187 to SATCO BUEs;

c. notifying appropriate Financial Management/Civilian Pay Section, in writing of:

1) the titles of officials authorized to make the necessary certification, currently the SF 1187, in accordance with this Article;

2) the name of any employee who has been expelled or ceases to be a member in good standing in the Union within three (3) calendar days of the date of such final determination.

d. promptly forwarding employees' revocation SF 1188 to the Civilian Pay Section when such revocation is submitted by the employee to the Union.

Section 3. The amount of the dues to be deducted as an allotment will be in accordance with the schedule provided to the Employer by an authorized Union official. This amount will not be changed more than once each 12 months from the effective date of this Agreement.

Section 4. A Unit employee may voluntarily revoke his/her allotment for the payment of dues at any time by completing an SF 1188, or equivalent written notice, and submitting it directly to the appropriate Financial Management/Civilian Pay Section. Revocation will not become effective prior to the employee's completing one full year of dues deductions. Civilian payroll shall notify the Union prior to honoring any revocation. Under no circumstances shall the Employer or employee be responsible for loss of dues due to lack of notification.

Section 5. Other reasons for non-deduction of dues: No dues will be withheld if net salary is not sufficient to cover the amount of dues after other required deductions. If deductions are stopped temporarily because of insufficient salary, back dues will not be deducted from future earnings.

Section 6. Nothing in this Article shall preclude the Employer from maintaining and providing individual employees with information concerning the voluntary revocation of authorization of voluntary allotments, including the SF 1188.

## ARTICLE 6 CONTROLLER PERFORMANCE

Section 1. In the event of a difference in professional opinion between a Unit employee and a supervisor official concerning operational matters, the employee shall comply with the instructions of the supervisor and the supervisor shall assume responsibility for the decision.

Section 2. Under no circumstances does Section 1 limit management's right to assign work pursuant to

5 U.S.C. 7106(a)(2)(B). The Employer reserves the right to advise Unit employees of the “Obey now, grieve later” Labor-Management doctrine.

## ARTICLE 7 TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. Unit employees will be required to complete training that is related to their current position description, i.e., job-related training. The Employer will assign job-related training.

Section 2. Job-related training required by the Employer will occur on duty time, and be recorded in the employees’ training binder.

Section 3. Unit employees will be required to complete ancillary training as determined by the Employer, and documented in applicable training systems. Ancillary training shall occur on duty time.

Section 4. Unit employees may request to discuss any training requirements with supervision.

## ARTICLE 8 PERFORMANCE EVALUATION

Section 1. The performance management program will be administered in accordance with government-wide laws, rules, and regulations.

Section 2. Unit employees shall be provided with a performance plan that is current; employees shall sign for receipt/acknowledgement their performance plans.

Section 3. The Parties agree that at least three performance reviews will be accomplished with each Unit employee. These reviews will be documented in accordance with applicable performance guideline/requirements.

Section 4. At any time, the employee may request supervisory feedback concerning the employee’s performance and what the employee needs to do to improve performance.

Section 5. Performance Recognition

a. An employee who is rated “Outstanding” on all critical performance elements shall be given a cash performance award and/or time-off award provided award funds are available.

b. An employee with an overall rating of “Outstanding” or “Fully Successful” and is rated “Outstanding” on one half or more of all critical performance elements should receive a cash performance award and/or time-off award provided award funds are available. Any award at this level must be less than the lowest percentage cash award presented at the higher level in the same organization.

c. An employee who is rated “Fully Successful” on all critical performance elements may be given a cash performance award and/or time-off award provided award funds are available. Any award at this level must be less than the lowest percentage cash award presented at the next higher level described above in the same organization.

## ARTICLE 9 MEDICAL CERTIFICATION

Section 1. The annual medical examination required by the Employer to obtain and maintain a Medical Certificate Second Class shall be scheduled on duty time. Pursuant to 5 C.F.R. 339.304, Unit employees will be reimbursed for the cost incurred for this annual examination. Employees will be afforded up to five (5) hours duty time for annual examinations that occur off base. Agency reimbursement does not include costs associated with additional medical testing/examinations/information requested by the Federal Aviation Authority (FAA) Aviation Medical Examiner (AME) for the purpose of obtaining and maintaining the Medical Certificate Second Class. The employee will bear all costs associated with additional medical testing/examination; additional testing/examinations will occur in off-duty status. The Parties agree that obtaining and maintaining a Medical Certificate Second Class is a benefit to the employee to meet a condition of employment.

Section 2. Currently, the annual examination required by the Employer to obtain and maintain a Medical Certificate Second Class for SATCO ATCs is not conducted at Edwards AFB; therefore, employees may choose their own FAA AME and be reimbursed for the cost incurred for the annual examination. If the annual medical examination becomes available to be conducted at Edwards AFB for SATCO ATCs, employees may still elect to be examined by an off-base FAA AME; however, the Employer will not reimburse the costs associated with the annual medical examination for employees who elect to be examined off-base.

## ARTICLE 10 WORK HOURS

Section 1. The Employer retains the right to assign work, to include modifications to existing work schedules/shifts and/or adding or terminating new work schedules/shifts.

Section 2. Currently, Unit employees work a 4/10 Compressed Work Schedule (CWS) with a rotating Regular Day Off (RDO). This schedule may change at any time subject to mission/manning needs as determined by the Employer, pursuant to Section 1 of this Article.

Section 3. When work schedule/shift changes occur, affected Unit employees will normally be provided at least seven (7) calendar days written notice of the change.

## ARTICLE 11 ANNUAL LEAVE

Section 1. Annual leave shall be earned and used in compliance with applicable laws, rules and regulations. The Employer will establish forecasted annual leave schedules for the leave year no later than 15 February of each year. Every reasonable attempt consistent with mission/manning requirements will be made to approve Unit employee requests.

Section 2. In instances where two or more Unit employees have requested the same period of leave and only one can be granted the leave, seniority as determined by Entry on Duty (EOD) date in SPORT shall



be used to determine who will be approved the leave. In the event of a tie, leave Service Computation Date (SCD) will be used to break the tie.

Section 3. After 15 February, leave requests will be considered on a “first-come first-served” basis.

Section 4. The Employer may cancel approved leave for business-based reasons; cancellations should be rare. When cancellations occur, the Employer will work with the employee to determine alternate leave period(s).

Section 5. Unit employees are encouraged to manage their leave throughout the year to avoid end-of-year loss of annual leave. Reinstatement of use-or-lose leave will be for business exigencies and/or employee illness only, consistent with government-wide law, rules and regulations.

## ARTICLE 12 SICK LEAVE

Section 1. Sick leave shall be earned and used in compliance with applicable laws, rules, and regulations.

Section 2. Determinations of sick leave abuse shall not be based solely on number of sick leave hours used. If relevant factor(s) indicate the employee is abusing sick leave, the employee shall be advised in writing of the Employer’s concerns. If, after discussion with the employee, the Employer’s concerns for sick leave abuse are not resolved, the employee may be issued a sick leave abuse letter. Employees on a sick leave abuse letter will be required to provide administratively sufficient medical documentation, signed by the treating physician, for every period of absence requested for sick leave.

## ARTICLE 13 POSITION DESCRIPTION AND CLASSIFICATION

Section 1. Position Descriptions (PDs) will be based on the major duties and responsibilities of the position, with a copy provided to Unit employees. Employees shall sign for acknowledgement of receipt of the PD.

Section 2. Any employee who believes his/her position is improperly classified may consult with his/her supervisor for information and guidance as to the basis for the classification of the position.

Section 3. In the event the employee’s concerns cannot be informally resolved, s/he will be informed by the Employer concerning procedures for a classification appeal.

## ARTICLE 14 OVERTIME

Section 1. Overtime assignments will be distributed pursuant to current SPORT Operating Instruction and will comply with current laws, rules, and regulations.

## ARTICLE 15 REDUCTION-IN-FORCE

Section 1. A Reduction-in-Force occurs when the Employer releases an employee from his/her competitive level by separation, demotion, furlough for more than 30 calendar days, or reassignment requiring displacement, when lack of work or funds, reorganization, reclassification due to a change in duties, or the need to make a place for a person exercising reemployment or restoration rights requires the Agency to release the employee.

Section 2. Reductions-in-Force will be administered in accordance with all current laws, rules, and regulations.

Section 3. The Employer agrees to notify the Union in writing when it is determined that Reduction-in-Force actions will be necessary within the Bargaining Unit. The notification will include the number of positions to be reduced and the vacant positions that management has authorized for staffing.

Section 4. All employees affected by a Reduction-in-Force are entitled to proper and timely notice. A general notice may be issued in advance of a specific notice. The Employer shall provide a specific written notice to each employee affected by a Reduction-in-Force action. The Union will be provided, upon request, relevant documents or information which the Employer has available, for bargaining unit employees only.

Section 5. In the event of a Reduction-in-Force, existing vacancies may be utilized at the Employer's discretion to place employees in positions who would otherwise be separated from Federal Service. The Employer will make good faith effort to provide offers of reassignment to affected Unit employees, if such reassignments are available. The employee's response to an offer of reassignment is required within 24 hours of receipt of written offer; failure to respond shall be considered a rejection of the reassignment offer.

## ARTICLE 16 DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Actions under this Article shall be processed as expeditiously as possible. Proposed discipline/adverse actions shall be issued as soon as feasible 1) from the date of the conduct giving rise to the action, 2) the date of management's awareness of the conduct giving rise to the action, or 3) the date a formal or informal investigation is concluded.

## ARTICLE 17 NEGOTIATED GRIEVANCE PROCEDURES

Section 1. The procedures in this Article are established for the resolution of grievances. The Parties shall strive to settle grievances quickly at the lowest possible level of supervision.

a. Normally the SATCO President and the Chief, SPORT Military Radar Unit Operations, will represent the Parties for Employee Step 2 or Union grievances. However, either Party may designate this authority at any time with written E-mail notification to the other Party.

b. If the Parties' designees meet to discuss grievances, they shall have the authority to negotiate and enter into binding settlement agreements at the time of any such meeting; all settlement agreements shall be in writing.

Section 2. Grievance means:

- a. any complaint by any Unit employee concerning any matter relating to the employee's employment;
- b. a complaint by the Union concerning any matter relating to any Unit employee's employment;
- c. a complaint by any Unit employee, the Union, or the Employer concerning the effect, interpretation, or claim of breach of this Agreement or;
- d. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulations affecting BUEs' conditions of employment.
- e. any claimed violation by the Employer concerning any matter related to the Labor-Management relationship.

Section 3. The negotiated grievance procedure shall be the exclusive procedure available to the Union and Unit employees, except as provided by Section 5 of this Article.

Section 4. The Union has an independent right to be present at any formal discussions concerning grievances. Therefore, the Employer will notify the Union of any grievances submitted without Union representation, and invite the Union to any discussions the Employer has with the Unit employee concerning the grievance, to allow the Union to present its views.

Section 5. The Negotiated Grievance Procedures are not available to resolve a grievance concerning:

- a. any claimed violation of rules on prohibited political activities;
- b. retirement, health insurance, or life insurance;
- c. a suspension or removal under 5 U.S.C. 7532;
- d. any examination, certification or appointment;
- e. Equal Opportunity (EO) complaints;
- f. the classification of any position which does not result in a Reduction-in-Force in grade or basic pay of an employee;
- g. the removal of an employee serving a probationary or trial period required by law or government-wide rule or regulation;
- h. the removal of an employee on a time-limited appointment;
- i. non-selection for promotion
- j. the Fair Labor Standards Act (FLSA)

Section 6.

Employee Step 1. Employee Step 1 grievances shall be submitted in writing to the Deciding Management Official (DMO), normally the first level supervisor or designee, within fifteen (15) calendar days after the

date the employee became aware or should have been aware of the incident giving rise to the grievance. Untimely grievances will be returned without action. If the employee designates a representative, the designation must be in writing, include the name and contact number of the representative, and submitted to the DMO, normally when the grievance is submitted.

a. The grievance shall include:

- 1) the employee's name
- 2) the basis for the grievance, with specificity
- 3) the date of the incident giving rise to the grievance
- 4) requested remedy[ies]

b. Grievances lacking these elements shall be returned without action.

c. The Deciding Management Official (DMO) shall submit his response in writing to the employee within fifteen (15) calendar days of receipt of the Step 1 grievance.

Employee Step 2. If the employee is not satisfied with the Step 1 decision, a Step 2 grievance may be submitted in writing to the Step 2 DMO, normally the Chief, SPORT Military Radar Unit Operations or his/her designee, within fifteen (15) calendar days of receipt of the Step 1 decision. The Step 2 grievance shall be limited to the issues raised in the Step 1 grievance. The DMO will issue the Step 2 decision fifteen (15) calendar days from receipt of the Step 2 grievance.

a. If the grievance is not resolved at Step 2, the Union may, within fifteen (15) calendar days of receipt of the Step 2 decision, invoke arbitration.

Section 7. Union grievances which have Unit-wide impact or involve multiple Unit employees must be submitted in writing to the DMO, normally the Chief, SPORT Military Radar Unit Operations or designee, within fifteen (15) calendar days after the date the Union became aware or should have been aware of the incident giving rise to the grievance. The DMO and the Union representative will meet within fifteen (15) calendar days following receipt of the grievance to discuss and attempt to resolve. If the grievance is not resolved in the meeting, the DMO will provide the Union a written decision within fifteen (15) calendar days following the grievance meeting.

a. If the Union is not satisfied with the decision, it may invoke arbitration in accordance with the time limit in Step 3.

Section 8. An Employer-initiated grievance will be submitted in writing to the Union within fifteen (15) calendar days after the date the Employer became aware or should have been aware of the incident giving rise to the grievance. The designated Employer and Union representatives shall meet within fifteen (15) calendar days following receipt of the grievance to discuss and attempt to resolve. If the grievance remains unresolved, the Union shall provide the Employer a written decision within fifteen (15) calendar days following the grievance meeting. If the Employer is not satisfied with the Union's decision, it may invoke arbitration in accordance with the time limit in Step 3.

## ARTICLE 18 ARBITRATION

Section 1. In the event the Parties cannot resolve grievances processed under the Negotiated Grievance Procedures contained herein, the grieving Party may, within fifteen (15) calendar days of receipt of the

final grievance decision, submit written notice of invocation of arbitration to the non-grieving Party's designated representative.

Section 2. Within fifteen (15) calendar days of invocation of arbitration, the grieving Party shall contact the non-grieving Party to mutually select an arbitrator from an established panel of seven (7) arbitrators. The Parties may mutually agree to an arbitrator; if not, the Parties will alternate striking arbitrators from the panel until the last arbitrator remains to be the duly selected arbitrator. In the event two arbitrators remain, the selection will be made by coin toss.

Section 3. If the grieving Party does not comply with the procedures and timelines contained in this Article, the arbitration opportunity will be considered waived and the grievance decision will become final.

Section 4. The Parties will create a joint letter of agreement to those facts which are not in dispute as well as the issues to be arbitrated. If the Parties fail to agree on this joint submission, each shall submit a separate submission, provide a copy to the other party, and the arbitrator shall determine the issue(s) to be arbitrated.

Section 5. Question(s) of arbitrability shall be submitted to an arbitrator and decided on written briefs prior to hearing. In the event the arbitrator determines the issue(s) to be nonarbitrable, the fee for this determination will be borne by the grieving Party.

Section 6. The arbitrator's hearing fees and expenses shall be borne equally between the Parties. If a Party refuses to pay its portion of the arbitrator's fees and expenses, the refusing Party will be responsible for all of the arbitrator's fees and expenses. Refusal to pay fees and expenses constitutes an express repudiation of this provision.

Section 7. Arbitrators' scope shall be limited to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue. Arbitrators shall be bound by the provisions in this Agreement and applicable Federal law and government-wide rules/regulations. An arbitrator's decision may not add to, modify, or delete any provisions in this Agreement.

Section 8. Arbitration decisions are not effective until the Federal Labor Relations Authority issues its binding decision on timely filed exceptions or, in the event exceptions are not filed, not later than thirty (30) calendar days from the date of the grievance decision.

Section 9. The Parties agree to maintain a permanent panel of seven (7) arbitrators selected from the Federal Mediation and Conciliation Service (FMCS). Every twelve (12) months either Party may strike an arbitrator from the permanent panel. When an arbitrator is struck from the panel, the striking Party will notify the non-striking Party, and contact the FMCS for a list of five (5) arbitrators. In its request to the FMCS, the striking Party will include a list of excluded arbitrators which are already on the existing permanent panel and any arbitrators who have been struck by either Party. The striking Party will copy the other Party on all correspondence with the FMCS. Upon receipt of the list from the FMCS, the Parties may mutually agree to the arbitrator(s) to be added to the permanent panel; or, without agreement, alternately strike an arbitrator from the list of five (5) arbitrators until the required number of arbitrators remain to be added to the permanent list.

Section 10. Arbitrators unavailable to arbitrate three (3) times in a row will be struck from the permanent panel; the Parties will replace the struck arbitrator in accordance with Section 9 of this Article. At any time the Parties may mutually agree to strike an arbitrator(s) from the permanent panel. In the event of a mutual strike, the Parties will jointly contact the FMCS to replace the struck arbitrator.

ARTICLE 19  
REOPENER

Section 1. Changes to government-wide law, rules or regulations shall be the basis for re-opening the applicable Articles of this Agreement, pursuant to Article 3 of this Agreement and 5 U.S.C. 71. In the event of re-open due to change to government-wide law, rules or regulations, the Employer shall notify the Union to reopen the applicable Article(s). If the Union elects to bargain the change(s), it will submit its request to bargain and proposals within fifteen (15) calendar days of receipt of notification. The Parties shall exchange ground rules proposals via E-mail no later than fifteen (15) calendar days from receipt of the Union's request to bargain and proposals. Ground rules negotiations shall commence no later than fifteen (15) calendar days after exchange of ground rules proposals.

Section 2. At any time the Parties may mutually agree to re-open any Article(s) of this Agreement.

Section 3. The Parties do not intend to renegotiate articles and provisions which are covered by this Agreement. The articles and provisions of this Agreement may not be supplemented, modified, added to or changed except as specifically authorized in this Agreement or if mutually agreed by the Parties.

ARTICLE 20  
DURATION

Section 1. This Agreement is effective for a period of three (3) years from the date of execution by the Parties. It shall automatically renew for one (1)-year periods, subject to applicable law and regulation, unless either Party gives written notice to the other of its intention to renegotiate this Agreement. Such notice shall be given not more than 120 calendar days nor less than 90 calendar days prior to the expiration date of this Agreement.

Section 2. The Parties shall exchange ground rules proposals via E-mail no later than fifteen (15) calendar days from receipt of notification of reopen. Ground rules negotiations shall commence no later than thirty (30) calendar days after notification of reopen.

Section 3. If negotiations fail to reach agreement by the expiration date of the current Agreement, the Agreement will remain in full force and effect until the new agreement becomes effective.

Date of Execution: 1 May 2017

