



AGREEMENT

Between the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

LIUNA LOCAL 2097

And the

U.S. DEPARTMENT of TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

FLIGHT INSPECTION SERVICES

Effective September 18, 2014

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PREAMBLE

Pursuant to the finding of Congress in Chapter 71 of Title 5 of the U.S. Code that labor organizations and collective bargaining in the Civil Service are in the public interest, the following Articles constitute an agreement between the Flight Inspection Services, Aircraft Maintenance and Engineering Group (AJW-34), hereinafter referred to as the Employer or Agency, and the Laborer's International Union of North America (LIUNA), Local 2097, hereinafter referred to as the Union. The Employer and the Union will be collectively referred to as the Parties.

Article 1

RECOGNITION AND COVERAGE

Section 1. The Agency recognizes the Union as the exclusive bargaining representative for all employees for whom it has been certified as the exclusive representative by the Federal Labor Relations Authority in Case number DA-RP-80019 (Appendix A).

Section 2. This Agreement shall cover all bargaining unit employees listed in Section 1. If the bargaining unit listed in Section 1 is amended to include other employees, those employees shall be covered by this Agreement.

Article 2

RIGHTS OF EMPLOYEES

Section 1. Each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the Civil Service Reform Act of 1978, the right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority and to engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees. The Agency shall take the action required to assure that employees in the bargaining unit are apprised of their rights under the Civil Service Reform Act of 1978 and that no interference, restraint, coercion, or discrimination is practiced within the Agency to encourage or discourage membership in the Union.

Section 2. An employee's off-duty misconduct shall not result in disciplinary action, unless a correlation can be shown between the employee's off-duty misconduct and the efficiency of the service or if the conduct could affect the public's confidence in the FAA. Any proposed action for off-duty misconduct will contain a statement of the correlation between the off-duty misconduct and the efficiency of the service.

Section 3. Employee participation in charitable drives and U.S. Savings Bond campaigns is voluntary. The Agency shall not schedule mandatory briefings/meetings to discuss charitable drives/U.S. Savings Bond participation. Employees will be voluntarily excused from any portion of a briefing/meeting which discusses these subjects. Solicitations may be made, but no pressure shall be brought to bear to require such participation. Flyers, bulletins, posters, etc., associated with charitable drives may be posted a reasonable amount of time prior to the opening date and shall be removed concurrent with the closing date established in accordance with 5 CFR 950.102(a). In addition, no distinctions shall be made or recorded between participants and non-participants.

Section 4. Employees covered by this Agreement shall have the protection of all rights to which they are entitled by the Constitution of the United States.

Section 5. Radios, television sets, appropriate magazines/publications, cell phones, and electronic devices will be permitted in designated non-work areas at all facilities for use at non-work times. The operation of weather radios shall be permitted in operational areas.

Section 6. In the performance of his/her official duties, or when acting within the scope of his/her employment, the employee is entitled to all protections of the Federal Employees Liability Reform and Tort Compensation Act of 1988 (P.L. 100-694) regarding personal liability for damages, loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of the employee.

Section 7. Any bargaining unit employee authorized by the Agency to attend any meetings scheduled by the Agency away from the facility shall be entitled to duty time, travel and per diem allowances, if applicable, in accordance with FAA Travel Policies.

Section 8. Employees covered by this Agreement shall not have their reassignment unreasonably denied or delayed pending employee records/files (medical, security, OPF/EPF, or other DOT/FAA files) review and/or transfer or for inter-service area budgetary constraints.

Section 9. An employee must be informed in advance of any meeting with the Employer if the meeting is for the purpose of discussing a disciplinary action. In addition, the Union shall be given the opportunity to participate at any formal discussion between the Employer and employees. During such meetings or discussions, the Union shall be authorized representatives equal in number to the Employer's representatives.

Section 10. Under the Patient Protection and Affordable Care Act, which took effect March 23, 2010, a nursing mother shall be provided an area for expressing milk. If the area is not dedicated to the nursing mother's use, it must be available when needed in order to meet the statutory requirement. Use of a bathroom, even if private, does not meet the requirements of this act. In addition, Employers are required to provide a reasonable amount of break time to express milk as frequently as needed by the nursing mother.

Article 3

MANAGEMENT RIGHTS

Section 1. Management Rights

- a. Subject to Subsection (b) of this Article, nothing in this agreement shall affect the authority of any management official of the FAA
 1. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
 2. In accordance with applicable laws
 - i. To hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in career level or pay, or take other disciplinary action against such employees;

- ii. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
 - iii. With respect to filling positions, to make selections for appointments from
 - 1) Among properly ranked and certified candidates for promotion; or
 - 2) Any other appropriate source; and
 - iv. To take whatever actions may be necessary to carry out the Agency's mission during emergencies.
- b. Nothing in this Article shall preclude any Agency and any labor organization from negotiating
- 1. At the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 - 2. Procedures which management officials of the Agency will observe in exercising any authority under this section; or
 - 3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 2. The Employer agrees to conform to the spirit and intent of merit system principles, avoiding any preferential or derogatory treatment of individual employees based on non-merit factors and will not exercise management rights in an arbitrary and capricious manner.

Article 4

COMMUNICATION AND LABOR-MANAGEMENT COOPERATION

Section 1. Upon request of either party, the Union President or designee(s) shall meet with the Manager of AJW-34, or designee(s), by arrangement and mutual agreement between the Parties. The President of Local 2097 will normally be the point of contact for communication. Either party will designate in writing to the other, within ten (10) working days, when there is a change in the name of the person who will serve as its point of contact for the scheduling of meetings to discuss matters of mutual interest.

- a. It shall be the responsibility of the party requesting the meeting to identify, at the time of request, major items it wishes to discuss. Such contact may be made in writing (email or otherwise) or by telephone, whichever method is agreeable, and scheduled at convenient times and places agreed to by the Parties.
- b. Meetings between the Parties will be conducted during the basic tour of duty of AJW-34 management and Union representatives. The number of Union representatives who will be granted official time, if otherwise in a duty status, to participate in such meetings shall be up to the number of AJW Supervisors or Managers participating; but in no event shall such number be less than two.

Section 2. Meetings between Union representatives and management officials below AJW-34 Management level may be scheduled on an informal basis at agreed-to times and places.

If a written request is submitted to the AJW-34 Manager, Aircraft Maintenance and Engineering Group, the Manager or designee will meet with the Union on a monthly basis for up to one hour to discuss issues of concern to the organization. However, such discussions will not be made part of an official record nor will those discussions constitute bargaining proposals.

Any written request as identified above will be submitted no later than the 15th of each month and meetings will be scheduled based upon the availability of the AJW-34 Manager or their designee.

Section 3. The Employer will, upon request of the President of Local 2097 or a designee, furnish the Union with a current list of the names, position titles, career levels, and organizations, of bargaining unit employees in AJW-34. These requests may be made on a quarterly basis but no more than five times a year.

The Employer will, upon request of the President of Local 2097 or a designee, furnish the Union with a current list of organization, series, pay plan, occupational series, grade, step, position, title, salary, basic pay, and organization description of bargaining unit employees in AJW-34. These requests may be made bi-annually.

Section 4. The Employer and the Union recognize that local and national health, welfare, and emergency relief organizations depend upon voluntary contributions for successfully achieving their objectives. The Parties agree that employees should be encouraged to participate in authorized charity drives. However, in no case, shall the Employer or the Union coerce any employee to contribute unwillingly to any charity.

Section 5. The Employer will inform each unit employee that LIUNA Local 2097 is the exclusive representative. The Employer shall notify the Union via email of any new employees entering the bargaining unit. The Union representative will be provided up to thirty (30) minutes during orientations for new unit employees to explain the role and responsibilities of the Union. This time may be extended upon mutual agreement. The Management representative will leave during the Union orientation phase. The Union representative shall be allowed official time for this presentation and will be notified in advance of orientation times and places. The President of Local 2097 or a designee will be the person notified who will name the Union representative to attend the orientation meeting.

Section 6. The Employer shall print and distribute copies of the negotiated agreement in booklet form to insure every employee in the bargaining unit will receive a copy. A sufficient number of copies shall be printed to include distribution to new employees as hired, and to supply the Union with no less than 210 copies. The cost of printing and distribution shall be borne by the Employer. The Employer shall make an electronic copy of the collective bargaining agreement available on the Aircraft Maintenance and Engineering (AME) Technical Library or replacement system.

Section 7. The Union will attempt to promote faithful and efficient work performance by employees within the bargaining unit. The Employer agrees to treat all employees in the bargaining unit in a fair and equitable manner, avoid discrimination, and conduct operations in a manner which will show proper regard for the dignity of these employees.

Section 8. The Parties agree that communication and cooperation are inherent to good labor-management relations and to that end will strive to maintain this spirit. The Parties also recognize the importance of building a constructive bilateral relationship that will aid in the achievement of the mission of the FAA. The Parties are committed to a positive problem-solving approach and the use of the negotiation process to achieve the effective conduct of public business and the well-being of employees.

Section 9. Upon request by the President of Local 2097, or designee, on a quarterly basis the Aircraft Maintenance and Engineering Group will provide the data submitted to AMC-1 or AMC-2, and/or the Franchise Council which includes a comparison of planned to actual revenue, operating expense, retained earnings spending, and operating results.

Article 5

GRIEVANCE PROCEDURE

Section 1. 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 any unit employee; or
- c. by a unit employee, the Union, or the Employer concerning:
 1. the effect or interpretation, or claim of breach of this collective bargaining Agreement; or
 2. any claimed violation, misinterpretation, or misapplication of any law, rule, policy, or regulation affecting conditions of employment as provided in the Civil Service Reform Act of 1978 or this Agreement; or
 3. any claimed violation of a past practice.

Section 2. This Article provides the procedures for the timely consideration of grievances. Except as limited or modified by this Agreement, it shall be the exclusive procedure available to the Parties and the employees in the unit for resolving grievances.

Any employee, group of employees or the Parties may file a grievance under this procedure. The Parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest possible management level.

If either party chooses to use the Dispute Resolution Process identified in this Agreement, Article 33, the time limits in this grievance process will start at the conclusion of the Dispute Resolution Process.

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

- a. any claimed violation of subchapter III of Chapter 73, Title 5, U.S.C. (relating to prohibited political activities), Title 5, U.S.C. 7121(c)(1);
- b. retirement, life insurance, health insurance, Title 5, U.S.C. 7121(c)(2);
- c. a suspension or removal under Section 7532, Title 5, U.S.C. (relating to national security matters), Title 5, U.S.C. 7121(c)(3);
- d. any examination, certification, or appointment, Title 5, U.S.C. 7121(c)(4);

- e. the classification of any position which does not result in the reduction in grade or pay of an employee, Title 5, U.S.C. 7121(c)(5);
- f. the removal or separation of probationary employees.

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

Section 5. In matters involving a removal or reduction in pay for unacceptable performance, or a removal, suspension for more than fourteen (14) days, a reduction in pay or a furlough of thirty (30) days or less an aggrieved employee shall have the option of utilizing this procedure or any other statutory appeals procedure, but not both.

Section 6. Any employee requiring representation, who wishes to contact a Union representative, shall be authorized to do so when staffing and workload permit. Contact may be in person or by official, unmonitored, government telephone.

Section 7. Grievance Process

Grievance(s) shall be submitted in writing or an electronic equivalent and shall include the date of the alleged violation and date submitted, the name of the grievant(s), the name of his/her Union Representative, the issue(s)/subject of the grievance, a statement of facts and description of dispute, the alleged contractual provision(s) violated (this is not meant to be all inclusive), if any, whether or not an oral presentation is desired, and the corrective action desired.

In the case of any grievance filed by the Union against the Agency, or by the Union on behalf of employee(s), the moving party shall initiate the grievance beginning with the Step corresponding with the lowest level of management/representation with the authority to resolve the grievance. When an alleged violation involves more than one employee, the Union is encouraged to file one grievance on behalf of all affected employees. Grievances concerning disciplinary actions shall be submitted in writing beginning with Step 2, rather than Step 1, of this procedure.

Step 1. A grievance shall be submitted, in writing, to the appropriate Front Line Manager (FLM) within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the employee/Union may have been reasonably expected to have learned of the event. If the appropriate FLM is not available, the employee/Union may submit the grievance to any management official who is available. The Union shall send a courtesy copy of the grievance to the Labor Relations office (electronic is acceptable). If requested, the official shall sign for receipt of the grievance.

If requested by the employee or the Union, the Step 1 Agency official will arrange for an oral presentation meeting at a mutually agreeable time. The Step 1 official will answer the grievance, in writing, within 20 calendar days from date of receipt of the grievance or from the date of the oral presentation, whichever is later. If the grievance is denied, the reasons for denial will be in the written response. The decision shall be delivered to the Union Representative, with a courtesy copy to the LIUNA 2097 Business Manager, and the employee, if applicable, using an appropriate method of delivery where receipt is verifiable.

Step 2. If the employee or the Union is not satisfied with the Step 1 decision, the grievance may be submitted to the appropriate Step 2 Agency official within twenty (20) calendar days following the receipt of the decision or, if no decision is rendered, the date the decision was due. The Union shall send a courtesy copy of the grievance to the Labor Relations office (electronic is acceptable).

Grievances initiated at this Step shall be filed within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the Union may have been reasonably expected to have learned of the event.

If requested by the employee or the Union, the Step 2 Agency official will arrange for an oral presentation meeting at a mutually agreeable time. The Step 2 official will answer the grievance, in writing, within 20 calendar days from date of receipt of the grievance or from the date of the oral presentation, whichever is later. If the grievance is denied, the reasons for denial will be in the written response. The decision shall be delivered to the Union Representative, with a courtesy copy to the LIUNA 2097 Business Manager, and the employee, if applicable, using an appropriate method of delivery where receipt is verifiable.

Grievances addressing disciplinary actions shall be submitted within twenty (20) calendar days following the date of action. In the case of a written reprimand, the date of the action shall be the date on which the employee receives the final decision notice on the reprimand. In the event the employee does not respond to the written reprimand and thus receives no decision notice, the grievance must be filed within 20 calendar days after the end of the employee's 15-day reply period. For all other disciplinary actions, the date of the action shall be the date on which an employee receives a final decision.

Step 3. If the employee or the Union is not satisfied with the Step 2 decision, the grievance may be submitted to the appropriate Step 3 Agency official within twenty (20) calendar days following the receipt of the decision or, if no decision is rendered, the date the decision was due. The Union shall send a courtesy copy of the grievance to the Labor Relations office (electronic is acceptable).

Grievances initiated at this Step shall be filed within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the Union may have been reasonably expected to have learned of the event. Normally, grievances initiated at this step will be submitted to the Director of Maintenance (DOM). In no case will grievances be filed beyond the level of the Flight Inspection Services Director, unless agreed to by both Parties.

If requested by the employee or the Union, the Step 3 Agency official will arrange for an oral presentation meeting at a mutually agreeable time. The Step 3 official will answer the grievance, in writing, within 30 calendar days from date of receipt of the grievance or from the date of the oral presentation, whichever is later. If the grievance is denied, the reasons for denial will be in the written response. The decision shall be delivered to the Union Representative and the employee, with a courtesy copy to the appropriate LIUNA 2097 Business Manager and President, if applicable, using an appropriate method of delivery where receipt is verifiable. Otherwise, another appropriate method of delivery where receipt is verifiable shall be used.

Section 8. Grievances filed by the Agency shall be submitted, in writing, to the LIUNA 2097 Business Manager or President within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the Agency may have been reasonably expected to have learned of the event. The Union shall answer the grievance in writing within thirty (30) calendar days following the submission of the grievance. If the grievance is denied, the reasons for denial will be in the written response. The Agency may, within thirty (30) calendar days following receipt of the decision notify the LIUNA 2097 Business Manager or President that it desires the matter be submitted to arbitration.

Section 9. Policy of settlement and protection from reprisal. The Employer and the Union agree that every effort will be made by management and the aggrieved 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 10. If a unit employee presents a grievance directly to the Employer without Union representation, Local 2097 shall be given the opportunity to be represented at any discussion of the grievance. The Union representative shall be granted official time if otherwise in a duty status. The Employer shall provide a copy of the grievance to the Union.

If, for the purposes of grievance investigation, the Employer determines to interview bargaining unit employee(s), the Union shall be notified and afforded the opportunity to be present during such interview, regardless whether the employee(s) interviewed request representation.

Section 11. In the absence of unusual mitigating circumstances, 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 in writing. Failure of management to render a decision within any of the time limits specified in this Article shall entitle the grievant to advance the grievance to the next step without a decision. Reasonable filing extension requests may be granted.

Section 12. In the handling of grievances under this Article, and where law and OPM regulations permit, the Union shall have access to official records directly related to the grievance.

Section 13. The Parties retain their rights under 5 U.S.C. 7122 and 7123.

Section 14. At the request of either party, settlement agreements regarding grievances filed under this Article shall be promptly reduced to writing and signed by both Parties.

Section 15. The Parties acknowledge that under the FAA's Personnel Reform authority the arbitrator has remedial authority to require the Agency to pay back pay consistent with the standards and requirements generally applicable to the full range of remedies available in the federal sector.

Article 6

ARBITRATION

Section 1. Selection of Arbitrator.

- a. If the Union is not satisfied with the decision at Step 3 of the negotiated grievance procedure, the Union President or designee may, within thirty (30) calendar days following receipt of the decision at Step 3 or in the absence of a Step 3 decision, within thirty (30) calendar days of the day the answer was due, advise the Step 3 Manager or designee in writing through the MMAC Labor Relations Office that the Union desires the matter be submitted to an impartial arbitrator.
- b. Within five (5) days after the request for arbitration is served, the Union and the Employer shall meet to determine the services to be requested from the Federal Mediation and Conciliation Service (FMCS). Upon reaching agreement concerning the services to be requested from the FMCS, the Parties will prepare a joint request for those services and share the associated fees (29 CFR Part 1404) equally. Each party will provide advance payment of their respective portion of the FMCS fees to accompany the request for services. Any unilateral request for services from the FMCS will be the sole responsibility of the party making the request. Each joint request for services will include a request to submit a list of seven arbitrators.
- c. Within twenty-one (21) calendar days after receipt of the list, representatives of the Union and the Employer shall meet to select an arbitrator from the list. The Parties shall alternately strike names from the list until only one name remains. A toss of a coin shall determine which party strikes first.
- d. If, for any reason, either party refuses to participate in the selection of an arbitrator, the other party will select an arbitrator from the list of FMCS arbitrators.

Section 2. Date and Site of Arbitration. Upon notification through FMCS to the arbitrator of his selection, representatives of the Employer and the Union shall meet to make arrangements for the hearing on a mutually acceptable date. The Parties will schedule the hearing within ten (10) calendar days from the receipt of the selected arbitrator's availability. The hearing will be held on FAA premises in a room appropriate for a hearing. The hearing will be held during normal working hours unless otherwise mutually agreed.

Section 3. Proceedings-Arbitrator's Authority Award.

- a. The arbitrator will confine the hearing to the specific issues in dispute. The arbitrator's authority is limited to deciding only the issue or issues considered in the grievance. If the Parties fail to agree on a joint stipulation of the issue for arbitration, then each shall submit a separate stipulation and the arbitrator shall determine the issue or issues to be heard. The arbitrator is empowered to devise an appropriate remedy consistent with the terms of the Agreement and in accordance with applicable law, rule, or regulation. Either side reserves the right to argue to the arbitrator what the appropriate remedy should be.
- b. The arbitrator will determine the order of proceedings.

- c. The arbitrator will be requested to render a decision as quickly as possible, but not later than thirty (30) days after the conclusion of the hearing unless the Parties mutually agree to extend this time limit. The arbitrator shall submit his decision to the Union and the Step 3 Manager or designee through the MMAC Labor Relations Office.
- d. The arbitrator's award shall be binding on the Parties and implemented upon receipt, unless appealed or stayed. Either party may file exception to an award to the FLRA pursuant to 5 USC 7122.
- e. Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, shall be returned to the arbitrator for settlement.
- f. The arbitrator's fees and expenses of arbitration incurred under this Article shall be borne equally by the Parties.
- g. The cost of the court reporter or transcript, where it is mutually agreed by the Parties or where required by the arbitrator, shall be shared equally by the Parties. Absent mutual agreement, either party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation. Any party subsequently requesting and receiving a copy of a transcript of an arbitration hearing must pay 50 percent of all costs incurred in the preparation of such transcript.
- h. If a cancellation fee is incurred, the party withdrawing from arbitration shall be responsible for the full cost of such cancellation fee unless the withdrawal is by virtue of a written settlement. In the case of a settlement where a cancellation fee is charged, the Parties share the fee equally.

Section 4. Expedited Arbitration. The process for expedited arbitration is identical to regular arbitration, except that no transcripts are taken and no post-hearing briefs allowed. The arbitrator will issue a bench decision or abbreviated written award no later than seven (7) calendar days from the date of the hearing. This procedure may be invoked by mutual agreement of the Parties on a case by case basis.

Section 5. Official Time for Grievant and Representative: Duty Time for Witnesses: Questioning of Witnesses.

- a. The grievant and the Union representative, if an employee of the FAA, shall be given a reasonable amount of official time to present the grievance, if otherwise in a duty status.
- b. The Employer agrees that a reasonable number of relevant witnesses shall be excused from duty to provide testimony in arbitration hearings. The reasonable number of witnesses will be determined on a case-by-case basis. The Employer agrees to adjust the schedules of witnesses, to allow them to appear in a duty status. Witnesses shall not suffer loss of pay or charge to leave in order to testify. No overtime compensation will be paid to witnesses appearing under this Article.
- c. The Parties must exchange written witness lists no later than fourteen (14) calendar days prior to the scheduled date of the hearing. Upon notification either party may have new witnesses to provide new information.

Article 7

USE OF OFFICIAL FACILITIES

Section 1. Upon request, the Employer shall provide suitable space, when available, for the Union to conduct periodic meetings within the appropriate organization served, during non-duty time.

Section 2. The Employer shall furnish the Union with office space within Aircraft Maintenance and Engineering Group (AMEG) in Oklahoma City, which can be locked for security purposes, and which will provide sufficient privacy for discussions with employees and the conduct of Union functions. If sufficient space is available, the office shall be a minimum of 147 square feet.

If circumstances require a change in existing office space or location, the Employer agrees to the following:

- a. Notify the Union in writing of its reasons for the proposed change or move.
- b. Allow sufficient time to prepare for the move.
- c. Provide movers to relocate Union property.
- d. In the event new office space is not yet available, provide an interim office space suitable to conduct Union business. Such temporary accommodations will last no longer than three (3) months, under normal circumstances.

The Employer shall provide the Union with the use of the following items:

- a. Furniture and miscellaneous: One locking file cabinet, a desk, chairs, a conference table, a five shelf book case, and a 3X5 dry erase board.
- b. Communications equipment: a speaker phone with internal capabilities, outside line and FTS access, a computer with internet access, monitor, keyboard, mouse, printer and appropriate ink cartridges, and a fax machine with a dedicated phone line.
- c. Regulations: Federal Aviation Regulations; TI 4100.24, General Maintenance Manual and TI 4100.27, Repair Station Manual and appropriate revisions through electronic media.

Union representatives shall have reasonable access to other Government telephones when necessary in conducting labor-management affairs. The Union agrees to use telephone facilities judiciously and in the public interest. The Employer agrees to allow Union representatives the use of and access to available copy machines, personal computers, and associated hardware for representational purposes. Use of Government equipment must be on official time or non-duty time.

Section 3. Bargaining unit employees in areas separated from Oklahoma City shall have access to FTS lines to contact Union representatives in Oklahoma City.

Section 4. If feasible and proper, it is agreed the telephone and fax number of the Union office(s) will be added to the FAA online directory.

Section 5. The Employer shall provide glass enclosed and lockable bulletin boards of not less than 36" x 36" in the following areas:

- a. In Oklahoma City, OK: The bay area of Hangars 8 and 9 in a high visibility area.
- b. In Atlantic City, NJ: The line maintenance shop area in Building 301.
- c. Other locations as appropriate.
- d. These bulletin boards are provided for the posting of suitable Union material. It is agreed these bulletin board privileges are the exclusive right of the Union and their use shall not be extended to any other organization without permission of the exclusive representative.

Section 6. Union literature and other notices may be placed in employee mailboxes, lunchrooms, and break areas where bargaining unit employees work.

Section 7. The Employer shall allow the use of the internal mail system (to include electronic mail, where available) for communications between properly designated Union officers/representatives, bargaining unit employees and between the Union and the Employer. Such use shall be for appropriate labor relations subjects.

Section 8. Eating Facilities for Employees. The Employer agrees to continue to provide eating facilities for its employees. However, if it is determined that existing eating facilities are to be closed, reduced, or relocated; the Union will be notified in advance of implementation. As soon as possible, upon Union request, designated officials of the Employer and the Union shall meet and confer on implementation and procedures used in order to minimize the impact of such action on affected bargaining unit employees. The Parties also agree to jointly consider ways to improve quality, service, and costs of food at eating facilities which are under the control of the Employer.

Section 9. The Employer will provide adequate unpaid parking for bargaining unit employees. The Employer will provide the President of LIUNA Local 2097 a reserved parking space in front of Hangar 9.

Section 10. Once annually, provided funding restrictions and operational considerations allow, upon written request from President of Local 2097 or their designee to the Manager, AMEG, the Employer will grant official time, travel and per diem for Union officials to meet with Bargaining Unit Employees at represented facilities as identified in Article 1 of this Agreement.

Official time, travel and per diem will be provided as follows: No more than two (2) Union representatives will be authorized up to one (1) day for travel to represented facilities except travel to Atlantic City. For travel to Atlantic City, no more than two (2) representatives will be allowed up to three (3) days.

The Parties agree that this language is not intended to result in an overtime situation obligating the Agency to pay overtime or excessive travel compensatory time. Therefore, it is incumbent on the representatives traveling to schedule travel in such a way, to the extent practicable, to avoid unnecessary overtime or travel comp time costs to the Agency.

Article 8

UNION REPRESENTATION AND OFFICIAL TIME

Section 1. The Union President will provide the Employer with written designation of Union representatives. The representatives will be designated to serve at large to provide expertise in particular and specialized areas of labor-management functions and to provide representation to employees. The Union will designate representatives for specific negotiation issues, as required.

Section 2. The Union will be given the opportunity to be represented at formal discussions between management/supervisor(s) and employee(s) concerning employee grievances and personnel policies and practices, procedures, or other conditions of employment.

Section 3. Reasonable amounts of official time will be granted to Union representatives to perform the following functions:

- a. Receive and investigate employee complaints.
- b. Prepare and present grievances, statutory appeals, and arbitrations.
- c. Prepare and present replies to proposed disciplinary/adverse actions.
- d. Respond to grievances against the Union.
- e. Attend formal discussions and/or investigatory meetings.
- f. Review and respond to management initiated actions.
- g. Prepare proposals for negotiations conducted under Article 10 of this agreement.
- h. Accompany inspectors on safety and health inspections in accordance with Article 21, Environmental, Occupational Safety and Health.
- i. Preparation of reports required by Title 5 USC 7120(c).
- j. Perform other appropriate representational duties.

Section 4. Official Time for Union Sponsored Training

- a. Parties agree that training in labor-management relations is beneficial both to the Union and the Employer. When such training in contract administration, grievance handling, Federal labor laws, Federal personnel laws, regulations and procedures and conditions of employment is received by Local Union officials, said training reduces the number of labor-management actions and complaints initiated due to incorrect understanding of law, rule, and regulation and promotes the public interest.
- b. The Employer agrees to grant official time to Union officers and stewards, if otherwise in a duty status, to attend Union sponsored training determined to be of mutual benefit to the Parties. A block of time up to six hundred and seventy-two (672) hours may be granted annually for such training not to exceed seven (7) workdays per officer/steward during the calendar year. Determination whether an individual can be spared from duty shall be made by the Employer based on operational requirements.
- c. The Union shall submit requests for official time to the Aircraft Maintenance and Engineering Group, AJW-34, Manager, at least fourteen (14) calendar days prior to proposed release for such training. The request will include the agenda and schedule of the requested training and the names and duty locations of the employees whose attendance is desired.

Section 5. Subject to workload requirements, employees will be granted a reasonable amount of official time to prepare and present complaints/grievances, including meetings with Union representatives. Union representatives will make appropriate arrangements with the represented employee's supervisor before engaging in representational activities on duty time.

Section 6. An officer or representative of the Union shall notify his/her immediate supervisor and obtain approval prior to leaving his/her work area or work assignment.

Section 7. An officer or representative of the Union, in requesting approval to perform representational activities on official time, shall provide his/her immediate supervisor, in writing, the following information:

- a. Nature of business for which time is requested.
- b. General area(s) to be visited.

- c. Approximate amount of time required.
- d. When the time is to be utilized.

The supervisor will indicate approval or modification on the document, and return it to the Union representative. Additional time may be approved when justified. If the time is modified, the supervisor will state the specific reason(s) on the document. A record of all official time used under this Agreement shall be maintained by the first level supervisor. The necessary information listed above shall be provided to the supervisor by the Union representative at the time of each request of use of official time.

Section 8. The Employer shall grant, consistent with operational requirements, a reasonable amount of official time for Union representatives. In the event that operational requirements preclude the usage of official time, an alternative time shall be provided as soon as practicable thereafter.

Section 9. Normally, official time authorized under this agreement shall be spent at the representative's duty location unless otherwise authorized. An officer or representative of the Union, who leaves his/her work area in accordance with Sections 6 and 7 above, shall advise the appropriate official of his/her return to the work area.

Section 10. The Employer will provide an area for the Union's use to privately discuss an employee grievance, to prepare a reply to a notice of an adverse action, grievance, and/or any other matter relating to the conditions of employment involving representation.

Section 11. The Employer will exercise no restraint, interference, coercion, omissions of normally granted employee rights or privileges, or discrimination against a Union representative because of his/her Union duties.

Section 12. The Union President or designee shall be provided a total of ten (10) hours of official time per week excluding meetings under Sections 1 and 2, Article 4, to perform appropriate labor-relations functions. Additional time may be requested and approved on a case-by-case basis.

Section 13. When a Union officer or representative is detailed or temporarily promoted to a position outside the bargaining unit, the Union shall be notified. During the term of any such assignment, the individual may not act as a Union representative.

Section 14. Leave without pay (LWOP). Leave without pay (LWOP) may be granted to a member of the Union to serve with LIUNA for up to one (1) year. Extensions will be granted by the Aircraft Maintenance and Engineering Division, AJW-34, Manager or designee 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 LIUNA of the affected employee.

Article 9

DUES WITHHOLDING

Section 1. This Article constitutes a mutual understanding between the Parties of their respective responsibilities, procedures, requirements, and conditions concerning the withholding and remitting

of dues of certain employees who are members of LIUNA, Local 2097 who authorize allotments from their pay for this purpose pursuant to Title 5 USC 7115(a).

Section 2. Any employee who is a member of the unit of exclusive recognition may assign an allotment of pay for the payment of dues to LIUNA, Local 2097. Such assignment will be honored provided the employee receives sufficient pay to cover the full amount designated by the authorization.

- a. Employees are responsible for ensuring that their dues withholding is accurately reflected on their payroll statements. Employees shall notify the payroll-processing center promptly, but in any case no later than thirty (30) days, after the effective date of a personnel action that affects their dues withholding status. Failure of an employee to notify the FAA releases the FAA and the Union from any obligation to reimburse the employee for any dues withheld beyond two (2) pay periods.
- b. All deductions of dues provided for in this Agreement shall be automatically terminated upon separation of an employee from the bargaining unit. The Agency shall be responsible for notifying the appropriate servicing payroll processing center when one of these actions occurs.

Section 3. The procedural responsibilities of the Parties in processing the authorization shall be as follows:

- a. The Union agrees to inform members in the unit of the voluntary nature of assigning an allotment of pay for dues and will instruct employees in the procedure for requesting authorization of the assignment.
- b. The Union agrees to acquire and distribute to unit members Standard Form 1187 (SF-1187) and to receive completed forms from employees who request allotments. A Standard Form 1187 is the only form that may be used for this purpose.
- c. The Union President will designate in writing to the Servicing Payroll Liaison Office the individuals who are authorized to complete Section A of the SF-1187, and will determine that the forms are properly completed. Certified SF-1187's may be submitted by mail or directly to the Servicing Payroll Liaison Office.
- d. A properly completed and certified form will be effective at the beginning of the first full pay period following receipt of the form by the Servicing Payroll Liaison Office.
- e. A SF-1187 which has not been properly completed or properly certified, may not be accepted and will be returned to LIUNA, Local 2097 at its current email or mailing address within ten (10) workdays after receipt by the Servicing Payroll Liaison Office along with notice of the reason why it has not been processed.
- f. With the exception of Item 3, items marked with an "X" on the SF-1187 and Section A and B, will be completed with the required information.

Section 4. The frequency of withholding and changes in the amount of dues shall be administered as follows:

- a. Allotted dues will be withheld from the biweekly payrolls. The amount to be withheld shall be the amount of the regular dues of the member as specified on the SF-1187 and governed by Section 4(b).
- b. If the amount of regular dues is changed by the Union, the President of Local 2097 will notify the Lead of the Servicing Payroll Liaison Office, in writing, that the amount of regular

dues has changed and will certify the new rate and the effective date of the change. The amended amount will be withheld effective the beginning of the first full pay period following receipt of the instructions from the Union to the Servicing Payroll Liaison Office. New authorization forms are not required. Only two such changes may be made in any period of twelve (12) consecutive months. However, one additional change may be made to reflect a change in the national assessment.

Section 5. An allotment may be terminated effective the first full pay period following the date:

- a. When this agreement is terminated under conditions prescribed by Chapter 71, Title 5, USC by appropriate authority outside of the Department of Transportation.
- b. When the Union gives notification that the employee is no longer a member of the Union.
- c. When the Employer correctly determines that the employee is no longer a member of the bargaining unit, e.g., separated from the FAA, promoted, transferred, or reassigned from the unit for which recognition was granted.
- d. A timely request for revocation occurs when an employee requests and submits a properly completed SF-1188 that is received no later than the anniversary date. If a timely request for revocation is not submitted, the authorization will recycle for additional one (1) year periods on each anniversary date. The anniversary date is the starting date of the first full pay period for which dues were deducted from the employee's pay. Upon receipt of a SF-1188, the Servicing Payroll Liaison Office shall refer to the remittance listing and determine the anniversary date of the allotment. The beginning date of the first full pay period after the anniversary date occurs will be entered in Item 6 on the SF-1188. Copy 2 of the SF-1188 will be promptly provided to the Union for confirmation of the anniversary date entered by the Servicing Payroll Liaison Office. All such notifications, including Copy 2 of the SF-1188, will be forwarded to LI UNA, Local 2097 at its current email or mailing address. In the event the anniversary date is in dispute, the Union will promptly notify the Lead of the Servicing Payroll Liaison Office, in writing of the error.
- e. The Agency shall not refer former bargaining unit employees to the Union to obtain refunds for erroneously held dues.

Section 6. Processing of Allotments.

- a. A dues withholding allotment made pursuant to Title 5 USC 7115(a) shall be at no cost to the Union or the employee.
- b. The remittance check will be payable to the allottee designated by the President of Local 2097 and mailed to the current address designated.
- c. At the time of each remittance, the allottee will be sent a statement giving the following information:
 1. Identification of the office or facility.
 2. Identification of the Union Local.
 3. The name of each unit employee, in alphabetical order, for whom a deduction was made during each pay period and the amount of each deduction.
 4. Identification of unit employee(s) whose allotments have been temporarily or permanently stopped and the reasons for non-deduction.
 5. Total number of members for whom dues were withheld.

6. Total amount withheld on this payroll. The Employer will provide a copy of Union dues withholdings from BUE's payroll, by electronic means on a monthly basis pertinent to LIUNA, Local 2097.
- d. The Union agrees to keep the Office of Financial Services Manager informed of the current name, title, and address of the allottee to whom the remittance will be sent and the mailing address of the Treasurer of Local 2097.
- e. In the event there is an underpayment to the Union in remittance checks, such error will be corrected in the next remittance check issued to the Union. If there is an alleged overpayment in the remittance, the Union will be notified and will refund the amount of overpayment when the allegation is verified and a waiver is not appropriate. The Employer's claim of overpayment will be made to the Union in writing in advance of any set-off against dues allotments of present unit members before attempting to recoup an alleged overpayment.

Section 7. Termination of Dues Withholding

- a. When a bargaining unit employee is temporarily assigned to a position outside of the bargaining unit by way of an official personnel action, the employee and the appropriate Union representative will be notified in writing of the termination of dues withholding. The Agency shall provide the employee with a SF-1188 prior to the assignment.

Article 10

BARGAINING DURING THE TERM OF THE AGREEMENT

Section 1. The Employer agrees that personnel policies, practices, and matters affecting conditions of employment, including all potential substantive reorganizations, of bargaining unit employees that are within the jurisdiction of the Employer and that are not covered by this Agreement will not be changed or implemented without prior notification to and negotiated when requested by the Union. The number of negotiators authorized for the Union on official time, if otherwise in a duty status, shall be equal to the number for management.

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

Section 3. Should the Agency propose a change described in Section 1, thirty calendar (30) days written notice of the proposed change shall be provided to the Union President or designee, except where specifically authorized by this Agreement or otherwise agreed to by the Parties. It is agreed longer notice periods are in the best interest of the Parties and should be provided whenever feasible. The notice will include a reference to this Article and must be sufficiently specific and definitive to adequately provide the Union with a reasonable opportunity to request bargaining. For proposed changes, a copy of the notice will be provided to the Union President or designee. The Union shall have up to fifteen (15) calendar days from receipt of the notice to request a meeting regarding the change. If the Union requests a meeting, the meeting will be held within ten (10) calendar days of the Union's request and the Parties will review the proposed changes. The Union may submit written

proposals within thirty (30) calendar days of receipt of the original notice of the change(s). If the Union requests a meeting or submits written proposals, the Parties shall meet at a mutually agreeable time and place to conduct negotiations. The Parties agree that every effort shall be made to reach agreement as expeditiously as possible. If the Union does not request a meeting or submit written proposals within the prescribed time period, the Agency may implement the change as proposed.

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

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

Section 6. In the event impasse is reached during negotiations, the Parties agree to the following. Providing the Union notifies the Employer within seven (7) calendar days at the end of mediation efforts that it has submitted the issue to the Federal Services Impasses Panel, the Employer agrees not to unilaterally implement changes except for emergencies or when the effective date is mandated by Federal law or any Government-wide rule or regulation.

Section 7. Disputes as to negotiability under this Article may be submitted to the Federal Labor Relations Authority for resolution as provided by Chapter 71 of Title 5, USC.

Section 8. In the event legislation or government-wide rules or regulations are enacted which affect any provision of this agreement, either party may reopen that provision and renegotiate.

Section 9. Any implementing regulations of the Federal Labor Relations Authority affecting a provision of this agreement or the relationship of the Parties shall serve as the basis for reopening of the agreement to renegotiate the affected provisions.

Section 10. All bargaining unit employees of any group participating in a reorganization study will be named by the Union, except for those employees whose assigned duties or subject matter expertise may be required.

Article 11

HOURS OF WORK

Section 1. General:

- a. The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic workweek normally shall be Monday through Friday, and the two (2) days outside the basic workweek shall be consecutive. The basic number of hours in the workweek shall

be forty (40) hours per week except for alternative work schedules. The occurrence of holidays shall not affect the designation of the basic workweek. The basic non-overtime day shall not exceed eight (8) hours unless worked under an alternate work schedule.

- b. Shift assignments where 50% of the workday is before or after the normal business hours or other than Monday through Friday are considered uncommon and are for definition purposes an adverse shift. Normal business hours are between the hours of 6:45 AM and 4:30 PM.
- c. Employees shall normally report to work dressed suitably for the work to be performed. In cases where a work assignment requires other attire, the Employer agrees to allow reasonable time for the employee to change clothes and also agrees to provide adequate facilities for such activities.
- d. Employees shall have access to adequate break areas. Breaks will be an assigned fifteen (15) minute period during each half of the scheduled workday. Meal breaks will normally begin between the 3rd and 5th hour of the workday.
- e. The Employer and the Union agree that employees should clean up the work area, store and protect Government property, equipment, and tools prior to the end of the work-shift.
- f. The hours may be temporarily changed for employees participating in;
 - 1. Court Leave – Employees serving on jury duty will revert to hours required by the court.
 - 2. Training – Employees attending training will revert to hours required by the training facility.
 - 3. Travel – Employees in travel status will, at the discretion of the immediate supervisor, either revert to normal business hours or remain on an alternate work schedule (AWS).
 - 4. Agency Sponsored Programs – The Employer agrees to provide an opportunity for bargaining unit employees to attend Agency sponsored career enhancement lectures/programs, when operational requirements permit.
- g. Union officers and stewards will not be arbitrarily moved from one shift to another or one work area to another.
- h. The Employer agrees to consider requests for shift adjustments for education, waiver of weekend duty and or rotating shift assignments on a case by case basis. Adjustments may be granted in valid instances where the employee will suffer undue hardship because of such assignment.

Section 2. Shift Assignments:

- a. Assignments to shifts or tours of duty shall be scheduled in advance normally for periods of not less than four (4) weeks unless mission requirements dictate otherwise.
- b. The Employer will notify affected employees of shift/tour assignments in writing at least two (2) weeks in advance.
- c. Where employees are offered the right of choice or to volunteer under this Article, it is understood that such volunteers will be solicited from among qualified employees with the requisite skills and abilities as determined by management.
- d. When a bargaining unit employee volunteers for an uncommon tour/shift, he/she cannot be bumped by a more senior employee.
- e. Bargaining unit employees volunteering for permanent assignment to an uncommon shift/tour will not be required to rotate. Non-rotating bargaining unit employee desiring to

return to rotation will normally give three (3) weeks written notice, to their immediate supervisor, prior to the next scheduled rotation.

Section 3. Uncommon Shifts/Tours: When assignment to an uncommon shift/tour is necessary, requests for volunteers shall be made from among qualified bargaining unit employees, and selections made from the list of volunteers by service computation date (SCD).

- a. A roster record of employees involved in changes of tour of duty or change in shift shall be maintained by the Employer and furnished to the Union upon request.
- b. If there is an insufficient number of volunteers for necessary coverage, employees will be assigned on a rotating basis according to seniority determined by reverse SCD.
- c. When volunteers staff an uncommon shift and a reduction in staffing is required, the least senior personnel shall be selected with consideration to requisite skills and abilities.
- d. Employee requests for transfer from shift to shift will be given serious consideration based on the merits of the request. It is agreed that management will not make or deny changes in shift assignments in order to reward or punish an employee.
- e. When the Employer desires to establish additional shifts or tours of duty the following procedures will be followed;
 1. The Union will be notified of the proposed shift or tour prior to informing bargaining unit employees. Upon the Union's request, the Employer will provide a briefing to the Union on the proposed shift and or tour of duty.
 2. Volunteers for the new shift or tour will be solicited initially in writing from among qualified bargaining unit employees with requisite skills and abilities at the lowest organizational level to which the shift or tour applies. Normally, employees will be given five (5) work days to respond to the request for volunteers.
 3. If there are fewer volunteers than necessary to staff the shift or tour, bargaining unit employees will be assigned to the shift or tour, on a rotational basis, in ascending SCD order from among qualified bargaining unit employees with the requisite skills and abilities.
 4. Bargaining unit employees will only have to rotate to an uncommon shift if the mission requirements of the organization for that shift require it. Upon request the Union will be provided with justification of shift staffing requirements and justification for the staffing needs.

Section 4. Alternate Work Schedules:

- a. The Parties agree that Alternate Work Schedules (AWS), subject to any limitations in accordance with "b", "c" or "d" below, may be worked in accordance with HRPM, LWS-8.15 (Alternate Work Schedules) and other applicable HRPM's, HROI's, HRPM Supplements, and HRPM reference materials.
- b. The Parties agree that the following AWS options may be available to bargaining unit employees;
 1. Flexitour Schedule
 2. Gliding Schedule
 3. Variable Day Schedule
 4. Variable Week Schedule
 5. Maxiflex Schedule

- 6. Four-day Workweek
- 7. 5-4/9 Plan

- c. Based on organizational needs and operational requirements not all options will be available to all employees. Upon request the Union will be provided in writing the reasons why a bargaining unit member or members are not allowed to participate in AWS.
- d. Management decisions as to the availability of options to an employee or group of employees will be neither arbitrary nor capricious.
- e. Once a particular AWS schedule has been approved, that approval may be rescinded by the Branch Manager or designee when participation in AWS by an employee or group of employees has or will result in an adverse impact on the operation. Except when mission or other operational requirements necessitate a shorter notice period, employees will be provided at least two (2) weeks advance written notice that participation in AWS is being rescinded. When possible, the Union shall be provided a two (2) week advance written notice of the decision to rescind participation in AWS and shall be given the opportunity to meet and discuss the reasons for the rescission of the AWS with the responsible management official. The joint meeting will be held during the advance notice period.
- f. Employees may have their AWS participation terminated for good cause shown. When practical, the employee will be provided no less than two (2) weeks advance written notice that participation will be terminated. The Union will be provided at least two (2) weeks advance written notice that the employee(s) participation in AWS is being terminated. The written notice will contain reasons for termination and will provide an expected duration before the employee may be returned to an AWS schedule.
- g. Four/Ten (4/10) or Five/Four/Nine (5/4/9) Compressed Work Schedule: The employee, with the supervisor's approval, will select the additional day off. This additional day off may not, in some cases, be contiguous with the employee's consecutive regular days off and will be determined based on staffing requirements. Disputes among equally qualified employees as to selection of the addition day off will be settled by service computation day (SCD).

Article 12

LEAVE ADMINISTRATION

Section 1. Annual Leave. The use of annual leave is the right of the employee subject to the approval of the supervisor. Employees earn and are granted annual leave in accordance with Agency guidelines and this article. Annual leave should be scheduled and approved in advance, but it is recognized by Labor and Management that the use of annual leave is beneficial to the individual's well-being and thus the organization. Because circumstances throughout the year are unpredictable, occasional unscheduled annual leave will not be held negatively against an employee and will be encouraged for the employee's well-being. The supervisor's decision to approve or disapprove requests for annual leave will involve consideration of employee's personal needs and current and anticipated workload.

- a. The period from June 1 to September 30 and December 15 to January 5 will be considered the prime vacation periods. Requests for annual leave for vacation purposes shall be submitted on appropriate forms to the supervisor before March 1 each year. Each employee will indicate a primary choice of time. If the primary choice is not approved, the employee will be allowed to request a secondary choice. This process will be accomplished before the

release of the leave schedules. Supervisors will establish annual leave schedules no later than March 15 of each year. Upon request, a copy of the leave schedule will be furnished to the Union by the immediate supervisor by April 1 of each year.

- b. The senior employee from the standpoint of service computation date will be entitled to the requested leave. Once selections have been finalized employees shall not be permitted to choose other times which disturb the choice of another employee. However, the supervisor may approve a change in selection provided another employee's choice is not disturbed, or such change is mutually agreed upon by both the affected employees and their supervisor(s) or the supervisor determines the workload requirements would allow both employees to be on leave simultaneously.
- c. If workload necessitates changes in scheduled leave, the supervisor will notify the affected employee(s) at such time as situations develop and will discuss the reason(s) for the change. Upon request of the Union, the supervisor/manager shall provide the reasons in writing to the appropriate Union representative. When changing scheduled leave, the supervisor will give consideration to seniority and requisite skills required for the work to be performed.
- d. It is agreed that employees will not be required to schedule all of their use or lose annual leave. However, the Parties recognize that management of annual leave to avoid forfeiture is a responsibility shared by employees and their supervisors. All use or lose annual leave must be requested and approved in writing before the start of the third biweekly pay period prior to the end of the leave year to be considered for restoration.
- e. All annual leave scheduled and forfeited because of exigencies of the public business, sickness, or administrative error may be restored under the conditions outlined in accordance with HRPM, LWS-8.3 (Leave and Work Schedules – Annual Leave) and HROI – Restoration of Annual Leave.
- f. When operational requirements permit and the employee has sufficient annual leave, requests for leave of thirty (30) consecutive days or more may be approved.
- g. An employee may request unscheduled leave in advance by submitting a SF-71, or equivalent, stating the dates and hours desired. If a request for unscheduled leave is denied, the requestor is entitled to a timely response. The supervisor will state the reasons for the denial in writing and return it to the employee as soon as practicable, but no later than one (1) workday after receipt by the supervisor.
- h. Annual leave for emergency reasons, except where circumstances prevent, will be requested by telephone normally within one (1) hour after the start of the shift to which assigned or by the beginning of core time if working under a flexible work schedule. Employees should request emergency annual leave by contacting their immediate supervisors, or other persons designated by management to receive such requests, as soon as possible after the start of their regular shift. If the supervisor and the designee are unavailable to accept the request, the employee must leave a message with the person accepting the call.

Section 2. Sick Leave. Employees earn and are granted sick leave in accordance with law, Agency guidelines and this article. Sick leave may be granted for the following reasons: an employee who is incapacitated for performance of his/her duties because of sickness, injury, pregnancy and confinement; for medical, dental or optical treatment or examination; when a member of the employee's immediate family is afflicted with a contagious disease and requires the care and attendance of the employee or when through exposure to contagious disease, the employee's presence on duty would endanger the health of other employees.

- a. Employees may use sick leave for family care or family bereavement purposes in accordance with HRPM, LWS-8.2 (Leave Options to care for a Family Member). Employees may use

sick leave within the same parameters that they are allowed to use sick leave for themselves. In accordance with LWS-8.2, employees may also use sick leave for purposes related to adoption of a child, such as travel, court appearances, and appointments with adoption agencies, social workers, and attorneys.

- b. An employee should request sick leave by contacting his/her immediate supervisor or designee, by telephone as soon as possible after the start of his/her regular shift. The employee will also give the anticipated date of return to duty. If the supervisor and the designee are unavailable to accept the phone call, the employee shall leave a message with the person accepting the call. Under normal circumstances, this request will be made by telephone within one (1) hour after the shift begins or before the beginning of core time, if the employee regularly works under a flexible work schedule. Approval of sick leave for prearranged medical appointments will normally be secured from the Employer in advance of the absence.
- c. 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 requirement in advance. In such cases, the supervisor will counsel the employee prior to placing any type of sick leave restriction upon the employee. Written notification of sick leave restriction will contain justification for the requirement. The requirement, once imposed, will be reviewed at least every six (6) months to determine if it should be continued. At the time of the review, the employee will be advised in writing if the requirement is to be continued or canceled (with the reasons, if continued).
- d. Employees may be requested to exit the facility through the Occupational Health Division. An employee who is released from duty on advice of the Occupational Health Division shall not be required to furnish a medical certificate to substantiate sick leave for the day he/she was released from duty.
- e. The Employer may require a medical certificate for sick leave of more than three (3) consecutive workdays. If a physician or practitioner was not consulted, a personal written statement from the employee describing the nature of the illness and that he/she was incapacitated for duty, may be accepted in lieu of a doctor's certificate or statement.
- f. Whenever an employee's request for sick leave is disapproved, the reason for disapproval will be given in writing.
- g. Advance sick leave up to thirty (30) days may be granted under the conditions outlined in HRPM, LWS-8.1 (Sick Leave for Personal Medical Needs).
- h. Records of sick leave balances will be restricted to those with a legitimate need to know and the Employer shall not publicly post individual sick leave records. Sick leave utilized for a qualifying condition and designated under the Family and Medical Leave Act (FMLA) will not be considered in assessing an employee's work record for the purpose of promotion and/or detail opportunities.
- i. Federal Employees Retirement System employees shall be eligible upon retirement for a sick leave Buy Back option as follows: An employee who attains the required number of years of service for retirement shall receive a lump sum payment for forty (40) percent of the value of their accumulated sick leave as of the effective date of their retirement; or current law, rule, or regulation, whichever the employee decides is most beneficial.

Section 3. Leave without pay (LWOP). The Parties agree that employee requests for LWOP will be considered in accordance with Agency policy contained in HRPM, LWS-8.10 (Unpaid Absences).

Section 4. Family and Medical Leave. The Parties agree that requests for leave under the Family and Medical Leave Act of 1993 (as amended), will be processed in accordance with the Act and governing rules and regulations and HPRM, LWS-8.20.

- a. The Family and Medical Leave Act (FMLA) of 1993, provides eligible employees an entitlement to 12 workweeks of unpaid leave (LWOP) during any 12-month period for one or more of the following reasons:
 - the birth and care of a son or daughter of the employee;
 - the placement of a son or daughter with employee for adoption or foster care;
 - to care for spouse, son, daughter, or parent with a serious health condition; or
 - for the serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position.
- b. An employee may choose to substitute annual or sick leave, or advance annual or sick leave, consistent with existing regulations, for any part of the above FMLA entitlements.

Section 5. Other Excused Absences or Leave. Employees may, under certain circumstances, be excused from duty without charge to leave or loss of pay. This type of absence results from an administrative determination that the circumstances surrounding the absence are such that employees should not lose pay or leave. Specific examples are provided below as well as in HPRM, LWS-8.8 (Excused Absence):

- a. Leave for Bone Marrow or Organ Donors. An employee may be granted up to seven workdays excused absence in a calendar year to serve as a bone-marrow donor. An employee also may be granted up to 30 workdays excused absence in a given calendar year to serve as an organ donor. This leave is in addition to any other type of regular leave the employee may need to use (e.g., sick, annual, family-medical leave). The length of absence will depend upon the specific medical circumstances of each case.
- b. Excused Absence for Blood Donations.
 1. Upon request, employees may be granted up to 4 hours of excused absence, without charge to annual or sick leave, in connection with each blood donation. Employees must request excused absence for this purpose and obtain approval. Such requests will be subject to the operational demands of the organization.
 2. 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.
 3. 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.
 4. Excused absence for this purpose is only authorized for employees who donate blood. Employees who sell their blood are not authorized excused absence, therefore any time off work must be charged to annual leave or leave without pay.
 5. Normally, employees who are unable to donate blood will return to their worksite immediately.

Article 13

PREMIUM PAY

Section 1. The Parties agree that premium pay authorized by Federal Statute shall be administered according to law, rule, regulation, and this Article, and that bargaining unit employees shall receive appropriate compensation for work performed.

Section 2. Overtime pay is premium pay and the opportunity to work overtime will be offered to employees with the requisite skills and abilities in a fair and equitable manner. The Employer agrees that, to the extent feasible, overtime work will be on a voluntary basis.

- a. Bargaining unit employees who work approved overtime will be compensated at true time and a half of the employee's current rate of pay.
- b. Overtime pay is paid in addition to any other premium pay and/or differentials, regardless of when the overtime was assigned to the employees.

Section 3. Overtime Procedures:

- a. Management will prepare a rotational roster in descending service computation date (SCD) order of qualified employees at the lowest supervisory level.
- b. When overtime is necessary, management will offer the opportunity to work on a rotational basis in descending SCD order to available employees with the requisite skills and abilities. Declination or non-availability will count as though the opportunity was accepted.
- c. The rotational roster will be maintained on a continuing basis and will indicate the date of the overtime and whether the employee accepted or declined, or was unavailable for the opportunity.
- d. If insufficient employees volunteer for an overtime opportunity, management may direct to work in ascending SCD order.
- e. These rosters will be kept for at least one (1) year after use. Such records may be reviewed by an employee upon request, or when requested, these records will be made available to the Union.
- f. Overtime work shall not be assigned as a reward or penalty.
- g. Section 3(a) through 3(f) will be waived when the Employer determines that it is operationally necessary to continue utilizing an employee to complete a work assignment he or she has already begun.

Section 4. Employees called back to work overtime, not continuous with their normal tour of duty, will be compensated for a minimum of two (2) hours overtime.

Section 5. The Employer agrees that, when it is known sufficiently in advance by the supervisor, employees will be notified of regularly scheduled overtime one (1) week in advance of overtime scheduled outside of the basic workweek, and two (2) weeks in advance of overtime scheduled on holidays. In the case of unscheduled or irregular overtime, the notice where practicable, will be at least four (4) hours in advance of overtime to be worked outside the basic workweek and at least twenty-four (24) hours in advance of overtime to be worked on a holiday.

Section 6. Employees participating in Alternate Work Schedules (AWS) will be compensated in accordance with those laws, rules, or regulations appropriate for their situations.

Section 7. Hazardous Duty Pay. The Parties agree that employees covered by this Agreement will receive hazardous duty pay for all work defined as such by law, rule, or regulation.

- a. Hazardous duty pay will be paid to bargaining unit employees in accordance with FAA Order 3550.10, Pay Administration.
- b. The Employer shall notify the Union whenever a hazard assessment is to be conducted. The Union shall be given the opportunity to comment and provide additional information that could be used in a hazard assessment.

Article 14

PROMOTIONS

Section 1. Promotions shall be made in accordance with applicable laws, the Federal Aviation Administration Personnel Management System, FAA Directives, and this Agreement.

Section 2. Promotions are defined as the movement of an employee to a position with a pay band higher than the employee's current pay band. Upon permanent promotion to a position with a higher pay band assignment, an employee's Base Pay will increase by eight percent (8%), unless a raise of eight percent (8%) would cause the employee's Base Pay to exceed the band maximum of the new pay band. If the employee's current Base Pay is already above the maximum of the new pay band, the employee's Base Pay will remain unchanged. If the increase of eight percent (8%) would cause the employee's Base Pay to be below the new pay band minimum, the employee's Base Pay will be set at the new pay band minimum.

Section 3. Explanation of internal competitive promotion procedures. When a bargaining unit position vacancy is announced, eligible employees may submit a bid package. This package is compared to the particular qualification standard for the position announced. Qualified candidates will be grouped according to qualified and well-qualified categories. As an alternative to grouping, the selecting official may request that all qualified candidates be referred for selection consideration. The method used to refer such candidates is left to the discretion of the selecting official. Selecting officials may select from among those candidates referred using merit principles.

Section 4. OPM's and FAA's prescribed qualification standards shall be used as minimum qualification standards. Changes in the basic qualification(s), special qualifications or requirements affecting bargaining unit positions will be documented in the Personnel Office. The Union Business Manager will be notified of the changes and they will be made available for his/her review.

Section 5. An employee may initiate with the appropriate management official a voluntary request for reassignment to bargaining unit positions outside of the announced vacancy process in accordance with Agency policy (HRPM, EMP-1.14 and other applicable policies).

Section 6. Internal competitive selection lists for bargaining unit positions shall be prepared by solicitation of applicants. If announced internally, vacancies will be open for a minimum of 21 calendar days, unless mutually agreed otherwise between the Union Business Manager and the selecting official. External vacancies will be open for a minimum of five (5) calendar days. The Manager, Aircraft Maintenance and Engineering Group (AMEG), will determine the positions for which Permanent-Change-of-Station (PCS) benefits will be offered. The decision to offer PCS

benefits will be based on the critical nature and/or operational need to fill the position. The vacancy announcement will state whether full or partial PCS benefits or a fixed relocation payment will be offered or if no PCS benefits will be offered.

Section 7. Qualified unit employees will be given appropriate consideration for jobs.

Section 8. The Employer shall be responsible for assuring current qualification standards for bargaining unit positions in AJW-34 are maintained and available to employees. If utilized, Job Based Questionnaires (JBQ's), or the essential knowledge, skills, abilities, and other characteristics (KSAO's) required to perform the major duties of the positions will be identified in the vacancy announcement.

Section 9. Evaluation Plans or special requirements shall not be altered for the purpose of tailoring a position to meet the qualifications of a particular individual. If a position is closed and/or not filled and re-opened as a new announcement or an announcement is modified with a change to the requirements, upon request, the Union will be provided written reason(s) for the modification/change by management.

Section 10. All well qualified Bargaining Unit candidates will be referred for Bargaining Unit position vacancies.

Section 11. If the Agency decides to interview any qualified employee on the selection list, then all on the list who are qualified must be interviewed. If the selection list is shortened to a best qualified list through a verifiable process, then the best qualified list shall be considered to be the selection list. The selecting official may choose to forego interviews for all candidates in those instances where a selection will be based on a records review only. When a candidate declines an interview, such declination shall be submitted in writing or electronically. Telephone interviews are permitted when distance or other factors, such as leave, preclude personal interviews.

Section 12. When a selection is made the selecting official will make the selection(s) within thirty (30) calendar days after receipt of the list of qualified candidates. Employees selected will normally be released not later than the beginning of the second full pay period after the losing organization is notified of the selection.

Section 13. Upon request the Employer will provide the following information to an employee:

- a. Name of Selectee.
- b. Subject to Privacy Act restrictions, the records used in considering that individual for promotion.
- c. In what areas, if any, the Employee should improve to increase his/her chances for future promotion to positions requiring the same KSAO's.
- d. The reason for selection of the person selected.

Section 14. Upon request the Union President or a designee will, consistent with provisions of law, rule, or regulation, be permitted to examine all records used as a basis for ranking bargaining unit employees for internal competitive promotions. Such information will include but is not limited to:

- a. Who was selected for promotion or to fill the position.
- b. The names of the candidates on the selection list.

- c. The rating scores of each candidate, if applicable.
- d. Any records used in addition to the required application and KSAO's/JBQ's required by the vacancy announcement.
- e. Unless validly determined to be a supervisor's personal notes, a copy of the spreadsheet used to evaluate candidates and the record of the interviews held.

The Union President or a designee may review unsanitized documents of the above and upon request receive sanitized copies of the documents.

Section 15. When an employee is notified to report for a job interview he/she will be given reasonable duty time up to two (2) hours, if the employee desires to clean-up, change clothes, and make himself/herself as presentable as possible. This will be necessary unless the employee is notified twenty-four (24) hours in advance of the interview time and date and can obtain permission in the case of uniformed employees to wear clothing suitable for the job interview.

Section 16. Grievances concerning the operation of the Merit Promotion Program must be filed at Step 3 of the negotiated grievance procedure.

Section 17. The use of official time will not be a factor in consideration for promotion.

Section 18. Should a developmental program for technical positions (e.g. 802 and 856 series) be implemented, management shall refer the proposed developmental program to the Labor-Management Partnership Council for mid-term negotiations 30 days prior to the proposed effective date of the program. Any proposed developmental program will be administered in accordance with current policy and Merit System Principles.

Article 15

TEMPORARY PROMOTIONS, DETAILS, LOANS, AND REASSIGNMENTS

Section 1. The Parties agree that the Employer retains the right to decide which positions, if any, will be filled by temporary promotion, detail, or reassignment pursuant to the following procedures.

Section 2. Definitions for the purpose of this Agreement.

- a. *Noncompetitive Temporary Promotions.* A time-limited promotion to a new non-managerial position that is in the same Job Category or to one that is in a different Job Category that has the same or lower pay potential; OR for less than 180 days to a new position that is in a different Job Category with higher pay potential or for an employee's initial move to a management position. The employee must meet OPM and FAA prescribed qualification standards to fill the position and the action is documented by a Standard Form 50 (SF-50).
- b. *Competitive Temporary Promotion.* A time-limited promotion for more than 180 days to a new position that is in a different Job Category with higher pay potential or for an employee's initial move to a management position. The employee must meet OPM and FAA prescribed qualification standards to fill the position and the action is documented by a Standard Form 50 (SF-50).

- c. *Detail.* When an employee is temporarily assigned duties that are a change to either title, series, career level, or basic duties of the regularly assigned position. All details in excess of thirty (30) consecutive days are documented by an SF-50.
- d. *Loan.* An assignment, not documented by an SF-50, which exists when an employee is temporarily assigned to another supervisor or organization where the affected employee retains the same title, series, career level, and performs the same basic duties as the regularly assigned position.
- e. *Reassignment.* A permanent or temporary change to another position in the same pay band. This action is documented by an SF-50.

Section 3. In Regard to Temporary Promotions.

- a. Employees detailed to a higher career level position for which they meet minimum qualifications for a duration of 15 calendar days or longer shall be temporarily promoted into and receive a base pay increase of 8% or to the minimum of the new pay band, whichever is greater, commencing on the first day of the next pay period. This temporary promotion shall be effected in accordance with applicable laws, Agency directives, 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 career level. Such promotions, if operationally feasible, will be rotated among equally qualified employees. Nothing in this article will prevent the Employer from effecting an immediate temporary promotion.
- b. It is agreed and understood that the one hundred eighty (180) day time limit on noncompetitive temporary promotions includes prior service as follows: Details and/or previous temporary promotions during the preceding year, to a new position that is in a different Job Category with higher pay potential or employee's initial assignment to a management position without use of competitive promotion procedures.
- c. When a noncompetitive temporary promotion, is made, employees with requisite skills and abilities in the lowest organizational level in which a vacancy exists who are otherwise qualified, shall be considered first for the temporary promotion.
- d. When there is more than one qualified candidate with requisite skills and abilities the candidates will be considered in seniority order. Seniority will be determined by service computation date (SCD).

Section 4. In Regard to Details.

- a. The Parties agree that details shall be used for the purpose of temporarily meeting operational needs.
- b. Volunteers with requisite skills ranked on the basis of seniority may be used to select bargaining unit employees for details to higher career level positions.
- c. In the event higher career level employees must be selected to fill lower career level positions, such selections will be made from volunteers. If a sufficient number of volunteers are not available then inverse seniority will be used.
- d. If an employee is intermittently detailed or performing the majority of duties of another job for a period of less than thirty (30) consecutive days, the employee may complete and submit appropriate documentation to the Personnel Operations Division when the accumulated period of the detail totals at least thirty (30) days.

Section 5. Loans.

- a. Loans shall normally be limited to one hundred and twenty (120) days per assignment.
- b. Loans shall be made in accordance with the procedures established in Section 4 of this Article.

Section 6. In Regard to Reassignments.

- a. Reassignments with promotion potential will be made in accordance with merit promotion regulations.
- b. Employee requests for reassignment from one section to another in AJW-34 will be considered if the employee is qualified for the position requested and a vacant position which is within the same pay band as the one presently held is available. Requests for reassignment from one section to another will be submitted to both section supervisors.
- c. Below section level the Employer agrees to give appropriate consideration to a unit Employee's written or verbal request for a change in work assignment. Written requests for reassignment will be retained by the supervisor to whom the request was addressed for a period of six (6) months unless withdrawn or renewed by the employee. When an internal reassignment is contemplated, the supervisor will consider these requests prior to assigning another unit employee into the position.
- d. The AJW-34 Division Manager will determine the positions for which Permanent Change of Station (PCS) benefits will be offered under the Internal Placement Plan (IPP) procedures. The decision to offer PCS benefits will be based on the critical nature of and/or operational need to fill the position. The selecting official will state on the offer letter under IPP procedures whether full or partial PCS benefits or a fixed relocation payment will be offered or if no PCS benefits will be offered.
- e. In accordance with HRP Volume 2, Compensation Systems and Classification COMP-2.8C, when an employee is permanently reassigned to a different position in the same band/pay grade as the employee's current position, and the reassignment is to a position that is of higher responsibility or accountability than the previously held position, a reassignment increase (base pay adjustment) of 5% will be granted.
- f. When an employee is temporarily reassigned to a different position in the same band/pay grade as the employee's current position, and the reassignment is to a position that is of higher responsibility or accountability than the previously held position, a reassignment increase (base pay adjustment) of 5% will be granted if the duration of the temporary reassignment is 15 calendar days or longer.
- g. To further the intent of Sections "e" and "f" above, upon request of either party, at least once annually, the first meeting no later than 60 days after ratification of the CBA, the Parties agree to meet and discuss those positions/circumstances that may qualify for a reassignment increase.

Article 16

PERFORMANCE APPRAISALS

Section 1. The Employer agrees to ensure:

- a. Expectations are established which will permit accurate evaluation on the basis of objective, observable, and measurable criteria in relationship to the specific outcome and the position.

- b. That supervisors inform and explain to employees the content and specific meaning of the expectations established for their positions.
- c. That employees are allowed and encouraged to participate in the development of performance plans.
- d. That outcomes and expectations are consistent with and directly related to the duties and responsibilities assigned each employee.
- e. That performance evaluations are conducted in a fair and equitable manner.

Section 2. The Employer agrees to ensure that the first level supervisor adheres to these requirements in regard to performance appraisals.

- a. Outcomes and expectations shall be stated in writing with a copy provided to the employee prior to the employee being appraised on these outcomes and expectations.
- b. At the beginning of the appraisal period, or shortly thereafter, the supervisor shall communicate to each employee the job outcomes and expectations he/she must successfully accomplish and describe what is required for a meets expectations rating.
- c. Performance plans shall be developed with employee/team input.
- d. Expectations shall be specific, objective, and clearly state factors such as quality, quantity, timeliness, or manner of performance.
- e. Supervisors shall conduct at least three (3) performance appraisal discussions during the appraisal period face-to-face or by telephone, or in writing due to geographic distance. These include the initial, mid-appraisal, and final discussions.
- f. The end of appraisal discussion and initial discussion for next appraisal period shall consist of two distinct discussion periods.
 - 1. The initial discussion shall be documented and a copy presented to the employee.
 - 2. The mid-appraisal period progress review shall be conducted and documented by the supervisor. A copy may be provided to the employee upon request.
 - 3. The end of appraisal period discussion shall occur as soon as possible after September 30th, or the end of the rating cycle but not later than January 14th. Performance accomplishments and/or deficiencies shall be discussed and documented and a copy presented to the employee.
- g. All performance appraisal discussions mentioned in Section 2(f) shall be scheduled and the employee informed of the purpose of the discussion. However, this does not prevent a supervisor from conducting informal performance counseling or feedback sessions with an employee at any time during the appraisal period.
- h. An individual employee will perform for a minimum of ninety (90) days under their performance plan (but not necessarily the same supervisor) before a final determination will be made.

Section 3. Performance that Does Not Meet Expectations.

- a. If the final rating results is “Does Not Meet Expectations”, the employee shall be informed of his/her right to agree or disagree with any part of the appraisal and his/her right to respond, and/or to grieve the appraisal under the negotiated grievance procedure.
- b. Both the first and second level supervisors must approve or disapprove all final ratings of Does Not Meet Expectations, including those recommended by teams. Supervisors will not assign this rating without first (1) contacting their servicing HRMD; (2) notifying their

managers of the proposed decisions, and (3) coordinating this action with the organization's administrative staff.

- c. The original or a copy of the performance appraisal will be maintained in the employee performance folder. The employee shall be allowed to view the performance appraisal and his/her official personnel folder and the employee performance folder upon request. Procedures for access to these folders will be in accordance with current rules and regulations.
- d. The employee shall be allowed the opportunity to respond orally or in writing or both to the first and second level supervisor's written comments. In the space for comments on the appraisal documents, the employee shall be allowed to enter or affix any written comments he/she wishes to make concerning the evaluation and will be given reasonable duty time to do so. If the employee requests the services of the Union in the preparation of these comments, the Union representative shall be allowed reasonable official time to assist the employee.
- e. The supervisor will notify an employee when his/her work performance falls below the meets expectations level. Prior to initiating an action to remove or reduce in pay or career level an employee, the employee must be given in writing:
 - 1. Notice that performance does not meet expectations in one or more core outcomes of the employee's performance plan and at least thirty (30) days to bring performance to meets expectations level. The supervisor will specifically identify the performance problem(s). During the improvement period, the employee will be given the opportunity to work on those portions of the job that are not meeting expectations, but not to the exclusion of other work assignments. A longer period may be warranted depending on the nature of the employee's position and the performance deficiency involved. The supervisor will ensure that the employee receives adequate work-time in order to improve the area that has been identified at the does not meet expectations level.
 - 2. Information as to what the employee must do to bring performance to the meets expectations level in that period.
- f. The supervisor will meet with the employee biweekly during the improvement period to discuss continued performance, provide feedback, and answer questions.
- g. Notice of Proposed Action. An employee whose reduction in pay or career level or removal is proposed is entitled to at least thirty (30) days advanced written notice which informs the employee:
 - 1. Of the nature of the proposed action.
 - 2. Of the specific instances of performance at the does not meet expectations level by the employee on which the proposed action is based.
 - 3. Of the core outcomes and expectations of the employee's performance plan involved in each instance of performance at the does not meet expectations level.
 - 4. The time to reply.
 - 5. The right to be represented by the Union or other representative.
 - 6. The right to make an oral and/or written reply and to receive a written decision with appeal rights.
- h. Decision. After full consideration of the case, where warranted, management will remove/demote or reassign the employee. The decision will be based on substantial evidence

and made by an official who is in a higher position than the official who proposed the action. The decision letter to an employee stating that removal or demotion action under this Article will be taken, will inform the employee that the action may be (1) grieved through the negotiated grievance procedure, (2) appealed under the Federal Aviation Administration (FAA) Guaranteed Fair Treatment (GFT) Appeal Procedure, or (3) appealed to the Merit Systems Protection Board (MSPB), but the election is limited to only one of these appeal procedures.

Section 4. It is understood and agreed that employees who are engaged in official activities as Union Representatives pursuant to this Agreement and Chapter 71, of Title 5 of the U.S. Code will not be penalized because of the time expended in such activities when evaluation of said employee's level of performance is determined by the employee's supervisor in the performance appraisal. (Title 5 USC 7102; 7131)

Article 17

TRAINING AND DEVELOPMENT

Section 1. The Employer and the Union agree that training and development of all employees within the bargaining unit will improve the effectiveness of AJW-34. To effectuate and further this policy, management will continue to provide training programs to further develop the skills of employees to keep abreast of workload changes.

Section 2. The Employer will advise eligible employees of all applicable training opportunities in those critical areas within AJW-34.

Section 3. The Employer, in accordance with the intent of PL 95-454 which indicates it is the policy of the Government to retrain employees to avoid separation during reductions in force to prevent loss of knowledge and experience agrees to make a sincere and reasonable effort to retrain a bargaining unit employee (who may possibly be removed due to reorganization, contracting out, or reduction-in-force) to qualify for a position which may be equal in pay to the position to be eliminated.

Section 4. When the Employer utilizes cross-training in order to achieve adequately trained employees, management's decision to select an employee for cross-training will not be based upon personal favoritism. Management will make every reasonable effort to comply with cross-training requests and assist employees in partaking in training necessary to improve individual performance, organizational efficiency and requirements.

Section 5. The Employer will make reasonable efforts to avoid requiring lower career level employees to train higher level employees unless circumstances warrant.

Section 6. When scheduling employees for training, the Employer will seriously consider the employee's personal reasons for not desiring training at that time and will give as much advance notice as practicable to employees who are being assigned to training courses.

Section 7. The Employer agrees that, when a Unit employee is issued a travel order to attend the FAA Academy for a period of fifteen (15) calendar days or more, the Employee shall be authorized to travel by privately owned vehicle (POV). Such travel shall be deemed to be advantageous to the Government. Privately owned vehicle travel expenses to and from the FAA Academy shall be paid

at the rate applicable to such travel as prescribed by Agency-wide directives. Payment for local mileage is not authorized.

Section 8. A Unit Employee, otherwise entitled to travel by POV under Section 7 of this Article, may elect to use common air carrier for travel to and from the FAA Academy and the use of a rental vehicle on a flat rate-rate basis while at the FAA Academy. No extra charge for miles driven will be paid. Reimbursement for common air carrier and rental vehicle shall not exceed the constructive cost of POV advantageous. Where practical, rental vehicles will be obtained from the GSA supply contract.

Section 9. The Veterans Readjustment Appointment Program will be administered in accordance with applicable laws and regulations.

Section 10. Upon request the Union shall be provided with lists of selectees in the bargaining unit for training and scheduled courses attended for the previous fiscal year and projections for the present fiscal year.

Section 11. The Employer will at all times be equitable and fair in determining candidates for non-job related training and will seriously consider employee's requests for such training and avoid favoritism in granting or refusing employee requests. If two (2) or more employees, reporting to one supervisor, request similar non-job required training, SCD will be used by the Employer to determine who will be the first candidate to attend. If an employee with an IDP addressing such training requested the training in writing prior to the higher SCD employee they will be selected first. The Employer will provide the affected employees with the list of selectees in order. Section 16(b) in this Article applies to this section.

Section 12. In accordance with budget limitations and mission requirements, job-related educational courses at local colleges and universities may be made available to employees at Government expense. Application and acceptance by the university will be the employee's responsibility. Although training or education will not be provided solely for the purpose of obtaining an academic degree, this prohibition does not limit authority to assign employees to training to develop skills, abilities, and knowledge for the performance of official duties.

Section 13. The Employer will provide training opportunities to employees of the bargaining unit without regard to race, color, age, religion, sex, national origin, physical disability, marital status, parental status, political, or Union affiliation. Employees may apply for training for which they qualify and are free to discuss training needs with their supervisors and with employee development specialists or staffing specialists servicing their organizations.

Section 14. The Employer agrees to continue the policy of providing on-the-job training for employees. Training will be recorded in the official training record of the employee.

Section 15. The Employer recognizes its continuing responsibility to have a well-trained work force. Management will identify training needs of employees and upon request will discuss expected needs of the organization with the Union.

Section 16. If the Employer decides to authorize an employee(s) to attend Aviation Safety Inspector (ASI) Indoctrination training, volunteers will be solicited from qualified bargaining unit employees

who have not previously attended the training. Selection will be made by service computation date (SCD).

- a. The names on the list shall reflect seniority and follow in descending order from highest seniority to the lowest.
- b. If the employee who is next to be selected is ill, on TDY, in other schooling, or otherwise unable to attend for valid reasons not controllable by the employee, the employee will be offered the next opportunity to attend.

Section 17. The Employer will establish a Tuition Assistance Program for all BUE's with an annual budget of \$7500. The program will be administered in accordance with the AJW-34 Tuition Assistance Program Plan (Appendix B).

Article 18

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Parties agree to work cooperatively to ensure all employees have equal employment opportunity and that no one is discriminated against because of race, color, national origin, sex, religion, age, or disability. Equal Employment Opportunity (EEO) shall be promoted through a positive continuing program pursuant to directives of the EEOC, Federal Law, and FAA Regulations and Policy.

Section 2. The Employer agrees to ensure that complaints of discrimination are promptly and fairly considered and that every effort will be made to provide for just and expeditious resolution of each complaint. The Employer further agrees that persons who allege discrimination or who participate in the presentation of such complaints are free from restraint, interference, coercion, discrimination, or reprisal.

Section 3. The Parties mutually agree that the Union may nominate individuals to serve as Equal Opportunity Counselors. No employee may serve as both an EEO Counselor and as a Union Official.

Section 4. Employees may be represented by the Union, at any stage of the processing of an EEO complaint, if the complainant requests Union involvement and the Union agrees to provide a representative.

Section 5. The Employer is responsible for managing all human resources effectively in carrying out the mission of the FAA and achieving program objectives. This responsibility requires that all supervisors must:

- a. Treat all employees fairly in all matters affecting or related to employment.
- b. Implement, by action and deeds, the Agency's commitment to and support of the EEO Program.

Section 6. When any changes to the FAA Affirmative Employment policy are made which affect working conditions, the Union will be provided notice and an opportunity to bargain pursuant to law and regulation.

Section 7. People with disabilities, as defined in FAA Order 1400.12, may request the Employer to take actions to reasonably accommodate the employee's condition. Such request must be in writing and state the claimed disability, as well as, the specific action requested of the Employer. The request will be submitted to the Second Level Manager through the immediate supervisor. A response to a request for reasonable accommodations will be provided within twenty (20) calendar days. The request must be accompanied by a duly licensed physician's statement which must contain at least a diagnosis, prognosis, and duration of disability. The response may suggest alternative methods to reasonably accommodate the employee. If a response cannot be provided within twenty (20) days the employee will be informed of the reason for the delay and the date when an answer can be expected. A decision to deny a request will be presented in writing and may be grieved at Step 2 of the negotiated grievance procedure.

Article 19

TRAVEL - TDY

Section 1.

- a. Unless otherwise specified in this Agreement, reimbursement for travel expenses will be in accordance with the Federal Aviation Administration Travel Policy (FAATP). The Employee will be entitled to whichever provides the greater benefit, this Agreement or the FAATP.
- b. When TDY is available, unit employees with requisite skills and abilities will be contacted and given equal opportunity for TDY. Employees will be placed on a roster in descending SCD order. TDY opportunities will be rotated in accordance with procedures developed at the lowest supervisory level. This roster is not used for TDY associated with training.

Section 2. Upon request, the Employer agrees to assist in making necessary arrangements for travel.

Section 3.

- a. The Parties agree bargaining unit employees who may be required to travel for the Agency will obtain and use the government travel charge card.
- b. Any dispute over billings will be between the employee and the company issuing the credit card.
- c. Disciplinary action against a unit employee which is contemplated or effected in connection with the travel charge card will be covered by disciplinary procedures negotiated in this Agreement.
- d. Duty time shall be appropriate for completing travel vouchers. The Employer agrees to assist employees, when requested, in preparation and mailing in order to meet the time requirements for submission of the travel claim.
- e. The Employer agrees to make every effort practicable to preclude an employee's use of personal funds for payment by facilitating and processing the employee's claim within the time limits required.
- f. In the event a unit employee becomes stranded on officially authorized travel without sufficient funds due to loss of the credit card, the employee may contact management with a request for assistance. The Employer will endeavor to promptly assist the employee to the maximum extent practicable.

- g. Employees that demonstrate mitigating circumstances that require the use of their personal funds, including personal credit cards as set forth in Section 10.4 of the DOT Travel Card Management Policy will be reimbursed. Mitigating circumstances include but are not limited to: the travel card was not accepted by the vendor, the travel card was rejected by the vendor, the travel card was lost or stolen and unavailable for use, the travel card could not be issued or reinstated in time for the travel, or the card is canceled or suspended.
- h. The Employee will make a reasonable attempt to contact their supervisor to receive approval prior to using their personal means of payment. The supervisor will acknowledge that attempt and state approval by email or other documented response.
- i. Employees that make cash withdrawals at their permanent assignment location within three calendar days of an approved official business trip will not be flagged by the FAA as high or medium risk cardholder. These withdrawals may total as much as the published M&IE rates multiplied by the number of days authorized for travel, in accordance with FAATP and DOT Travel Charge Card Policy.
- j. The Government contractor-issued travel card shall be used and administered in accordance with DOT Travel Card Management Policy and this agreement.

Section 4. When operational requirements permit a choice of mode of travel, i.e., Government owned aircraft, automobile, commercial aircraft or personally owned vehicle, employees may exercise this choice. The employee will be reimbursed on a cost comparison basis to be paid the lesser of the two amounts.

Section 5. If a temporary duty assignment requires a unit employee to be away from his/her official duty station for more than thirty (30) calendar days, the Employer will allow the employee to voluntarily return home during non-workdays. In accordance with applicable laws and regulations, the Employer will pay travel expenses not to exceed the amount of per diem an employee would have received while on TDY.

Section 6. The Parties agree to the provisions of DOT Order 1500.11, DOT Travel Guiding Principles and AC Order 1770.5H, Communication Services relative to telephone calls while in TDY status.

- a. Employees with a Government calling card or Government-issued cell phone are allowed to call their residence, not to exceed five minutes average per day. These employees will not be reimbursed on their voucher for calls to their residence or family.
- b. Employees who do not have a Government calling card are also limited to an average of five-minutes per day for calls to residence and may claim no more than \$5 average for each day in a travel status. Receipts are not required.
- c. In those instances where calls are made from outside the continental United States, a claim of no more than five documented minutes may be made for each day in a travel status. If a receipt is not available, \$10 is the maximum reimbursement allowed for calls from outside the continental United States.

Section 7. Applicable to technicians traveling to meet aircraft at locations away from home base. When travel is direct between duty points which are separated by several time zones, and at least one duty point is outside the forty-eight (48) contiguous states (CONUS), a rest period not in excess of twenty-four (24) hours may be authorized if the scheduled flight time (including stopovers of less than eight (8) hours) exceeds fourteen (14) hours by a direct or usually traveled route.

Section 8. Except as required by mission needs, an employee should not normally be required to work beyond fourteen (14) consecutive hours, including travel time. Unless mission or organizational requirements dictate otherwise, work beyond 14 consecutive hours will be at the discretion of the employee.

Section 9. Applicable to technicians traveling to perform emergency repairs to aircraft at locations away from home base. Upon arrival at the aircraft, if the technician feels too tired to safely perform the task, they shall contact their supervisor and self-declare they are too tired to continue. In that event, they shall not be coerced into performing work. If the technician feels they may still effectively perform the task, they shall contact their supervisor and complete the current AMEG Fatigue Risk Management worksheet. Based on the outcome of that worksheet, management may or may not allow the technician to continue.

Article 20

CONTRACTING OUT

Section 1. The Parties recognize the Employer's right to make determinations with respect to contracting out and the Union's right to negotiate pursuant to Article 3 and Article 10 of this Agreement and 5 USC 7106 and 5 USC 7114.

Section 2. The Employer agrees to comply with all appropriate provisions of OMB Circular A-76, as revised, this Agreement, and other applicable laws, rules, and regulations concerning contracting out.

Section 3. The Employer agrees to, as early as practical, inform the Union in writing regarding any OMB Circular A-76 studies relating to contracting out actions that directly affect a function within the bargaining unit. Should any A-76 review include on-site inspection, review, etc., the Union will be provided the opportunity to be present and provide input.

Section 4. The Employer agrees to meet with the Union on a regular basis during the development and preparation of the Performance Work Statement (PWS) and to consider the views of the Unit employees performing the task subject to a contracting out action. The purpose of these meetings is to insure that management has complete and accurate information for the PWS.

Section 5. The Employer agrees to meet with the Union on a regular basis during the development and preparation of the Most Efficient Organization (MEO) and to consider the views of the bargaining unit employees performing the task subject to a contracting out action. The purpose of these meetings is to insure that management has complete and accurate information for the MEO.

Section 6. The Employer agrees to provide the Union such data and documentation as would be available to bidders, offerers, or the general public, and as provided by the Federal Labor Management Relations Statute, during the course of the contracting out action. When the initial decision to award or cancel the contract is announced, all documentation supporting the decision to contract-out or to perform in-house that is releasable under appropriate laws, rules, or regulations will be provided upon request of the Union. The Employer agrees to timely and directly notify the Union of any such decision(s).

Section 7. The Union will be informed by the Employer of pre-bid and bid opening conferences that are open to the general public, bidders, or offerers.

Section 8. The Employer will inform the Union of scheduled "walk through" by bidders or offerers of the function undergoing consideration for contracting out and offer the Union the opportunity to have a representative present.

Section 9. The Employer will permit only those offers recognized under the appropriate law, rule, or regulation to be submitted by contractors for use in the cost comparison with in-house costs.

Section 10. The Employer recognizes the "right of first refusal" contained in OMB Circular A-76 and will inform Bargaining Unit Employees of this right. The refusal of an offer made by a successful bidder will in no way affect any rights a bargaining Unit employee has under applicable RIF procedures.

Section 11. The Employer agrees that, in the interest of minimizing the adverse impact of a contracting out action on bargaining Unit employees, when such impact is anticipated, the Employer will give consideration to restricting new hires and to giving employees who would otherwise be demoted or terminated first consideration for vacant positions for which qualified at the same or lower career level. The Employer will give consideration to waiving qualifications in accordance with Article 26 of this Agreement. The Employer will adhere to the appropriate pay retention regulations.

Section 12. The Employer agrees to brief all affected bargaining unit employees regarding their statutory rights, including information on job offers, severance pay, retirement, and the "right of first refusal" with the successful bidder or offerer. Prior to finalizing/implementing any decision resulting from the review in Section 3 above, the Employer will, upon request, negotiate with the Union procedures for implementation and appropriate arrangement(s) for employees adversely affected by the decision to the full extent required by 5 U.S.C., Chapter 71 and this agreement.

Section 13. The Union will be given a copy of any training material used to train officials of AJW-34 in any phase of the contracting out action.

Section 14. When the Employer establishes teams for the purpose of the development of a PWS or MEO, the Union may have a member on such team(s). The Union President or designee shall serve as the Union's representative.

Article 21

ENVIRONMENTAL, OCCUPATIONAL SAFETY AND HEALTH

Section 1. The Parties agree that Environmental, Occupational Safety and Health Programs will be administered in accordance with applicable law, rule, regulation, organizational policy, and the AJW-34 Environmental and Safety Operations Manual, TI 4100.26.

- a. The Employer will provide a safe and healthful work environment and working conditions in compliance with rules and regulations of the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA).

- b. The Union shall cooperate with the Employer and encourage employees to work in a manner which promotes safety in the work place.
- c. It is recognized that each employee is responsible for personal safety and utilization of safety equipment furnished by the Employer and shall promptly apprise the immediate supervisor of any unsafe working conditions observed in the work area. In the event the employee believes corrective action has not been taken, he/she may refer the issue to the Union representative who in turn will present the matter to the Employer.

Section 2. Protective clothing and equipment required by applicable law, Agency regulation, and organizational policy shall be furnished by the Employer to employees as required in performance of their assigned duties.

Section 3. The Employer shall offer first aid/CPR training for all unit employees and provide for prompt emergency transportation and treatment in the event of an on-duty injury or illness.

Section 4. The Employer shall not assign an employee to work alone in a known potentially dangerous operational area, unless provisions have been made for prompt assistance to the employee in the event of an accident.

Section 5. The Employer agrees to provide workplace safety and health training for employees as required by applicable law, rule, regulation and organizational policy.

Section 6. The Employer shall administer a hearing conservation program that meets requirements of all applicable law, rules, regulation, and organizational policy.

Section 7. The Employer will make every reasonable effort to accommodate unit employees who are subject to extreme combinations of heat, humidity, or extreme cold, in the performance of their duties. Such accommodation may include provision of extra protective clothing during extreme cold temperatures and portable cooling devices during extreme heat. Such accommodation may be given by allowing longer breaks away from the extreme conditions and/or moving aircraft from the flight line to the maintenance hangars when feasible. The Employer will make every reasonable effort to maintain indoor building temperatures within parameters established by law, rule, or regulation.

Section 8. When an employee, during the performance of their official duties, believes he or she is exposed to a health or safety hazard which presents an imminent danger which may cause death, injury, occupational illness/loss of a facility, or major property damage, the employee shall cease the activity in order to immediately contact the nearest available supervisor. The supervisor shall make an evaluation and after discussion with the Safety Office and the Union representative, if available, will make a decision whether work may proceed.

Section 9. The Employer agrees to post notice of hazardous conditions discovered in a work-place. The notice shall be posted at or near the location of the hazard and shall remain posted at least three (3) days or until the condition has been corrected, whichever is greater.

Section 10. The Employer agrees to provide physical examinations for those employees who have been exposed to occupational health hazards in excess of established OSHA standards.

Section 11. The Employer will assist employees who are injured on the job, in completing injury compensation forms in a timely manner and informing employees of proper medical information needed.

Section 12. Accident records will be maintained by the Employer as required by applicable law and Agency regulations; and where permitted by regulation or directive will be made available for review by the Union upon request.

Section 13. The Employer will promptly notify the Union in the event of a serious on-the-job injury or death with the name of the employee(s) involved after contact has been made with the employee's emergency addressee.

Section 14. The Environmental and Safety Compliance Committee for the Flight Inspection Maintenance Division (AJW-34) and the MMAC Safety Committee shall have the opportunity to have appropriate Union Representation on these committees. When a survey or study by the committee(s) is conducted, the Union Representative who has been designated by the President of Local 2097 to be a member of the committee(s) will participate fully in such survey(s) or study.

Section 15. The Union shall be notified when a formal work-site inspection is conducted by the Employer's safety and environmental personnel or OSHA inspector(s). The Union will be given the opportunity to provide a representative(s) to accompany the Employer's representatives or OSHA inspector(s) on all such safety and health inspections. When an unsafe or unhealthful condition is identified, the Manager of AJW-34 or designee will inform the Union President or designee.

Section 16. The Employer agrees to provide, to the extent required by the applicable law, rule, or directive, instructional guidance to Union representatives in the area of occupational health and safety as operational requirements permit. The Employer agrees to consult with the Union in determining the introductory or specialized courses needed and the scheduling of such courses which would enable the Union to effectively assist in conducting work place safety and health inspections.

Section 17. The Employer agrees to supply and maintain on a regular basis an adequate number of operable fire extinguishers and advise employees of their proper use.

Section 18. The participation of Union representative(s) under this Article shall be on official time if representative(s) are otherwise in a duty status.

Article 22

EMPLOYEES RIGHT TO PRIVACY

Section 1. The Employer agrees to collect, maintain, use, or disseminate records of identifiable personal information concerning unit employees only for necessary and lawful purposes, and ensure that such information is timely and accurate for its intended use and adequately safeguarded to prevent misuse and unauthorized disclosure.

Section 2. In accordance with Chapter 4 of FAA Order 1280.1B, Protecting Personally Identifiable Information (PII), dated December 17, 2008, individual employees will have access to their own

official personnel files with the capacity to review and print documents from his/her own folder. The electronic version is the “official” personnel file. The original paper OPFs are no longer maintained and are forwarded to the National Archives and Records Administration (NARA). Upon separation from the Federal service, electronic files will be forwarded to the NARA for appropriate disposition according to OPM’s rules and regulations.

Article 23

DRUG AND ALCOHOLFEE DEPARTMENTAL WORKPLACE

Section 1. The Parties agree that a Drug and Alcohol-Free Departmental Workplace program will be administered in accordance with applicable law, rule, or regulation and this Article.

Section 2. The Employer agrees to administer the Drug and Alcohol testing program in accordance with Department of Transportation (DOT) Order 3910.1D, The Drug and Alcohol – Free Departmental Workplace.

Section 3. Drug and Alcohol awareness training will be made available for those Union representatives as named by the President of Local 2097. Training will be provided to those individuals on official time, if otherwise in a duty status. The Employer will ensure that educational materials in the form of applicable handbooks, workbooks, or videos are available for employees which explain the requirements of the drug and alcohol program and applicable DOT policies and procedures.

Section 4. Employees shall be allowed to have a Union representative present, upon request, during their testing consistent with the provisions of this article, and provided the representative is readily available and the test is not delayed. The employee shall notify the supervisor of their wish to obtain Union representation upon notification to be tested. The Union representative, if requested, will be permitted to observe all actions of the collection site monitor, but will not interfere with the testing or deal directly with the specimen collector. Any Union concerns or disputes concerning a test will immediately be brought to the attention of the site coordinator.

Section 5. Employees’ shall be informed of their right for Union representation at any meeting as a result of a confirmed positive test drug and/or alcohol test.

Section 6. Employees will have the opportunity to provide documentation supporting legitimate usage upon a positive test result. The employee shall be allowed to list all nonprescription and medical documentation of prescription medications currently being used or that have been used in the past six (6) months.

Section 7. If drug or alcohol testing is to be conducted off-site, the Employer shall provide transportation to the site. Travel to and from the laboratory or test site will be on duty time.

Section 8. Disciplinary or adverse actions, resulting from positive drug and/or alcohol tests, proposed by the Employer shall be taken in accordance with applicable law, rule, regulation, and DOT Order 3910.1D. A decision letter of removal, issued by the Employer in connection with the

drug and alcohol testing program, may be (1) grieved at Step 3 of the negotiated grievance procedure, (2) appealed under the Federal Aviation Administration (FAA) Guaranteed Fair Treatment (GFT) Appeal Procedure, or (3) appealed to the Merit Systems Protection Board (MSPB), but the election is limited to only one of these appeal procedures.

Section 9. The Employer is committed to providing the opportunity for treatment of employees who are in need of assistance in resolving problems with the use of drugs and/or alcohol. The Agency rehabilitation program shall be managed by the Employee Assistance Program (EAP).

- a. When it has been determined, for the first time, that an employee has violated a prohibition of off-duty illegal drug use or off-duty alcohol misuse, covered by DOT Order 3910.1D or 49 CFR Part 382, it is the Employer's responsibility to direct the employee to the EAP.
- b. The employee shall be given an opportunity, following initial counseling, to enter a substance abuse rehabilitation program as may be deemed appropriate, by the EAP manager or coordinator with agreement of the Medical Review Officer (MRO), Field Medical Review Officer (FMRO), or Substance Abuse Professional (SAP). Failure to enter into a rehabilitation program may result in disciplinary action up to and including removal from the Federal service.
- c. Upon successful completion of the initial phase of the rehabilitation program, the employee shall be subject to a scheduled return-to-duty test and unannounced follow-up testing in accordance with requirements of DOT Order 3910.1D.
- d. Supervisors who refer employees to the EAP in connection with a drug and/or alcohol test, must identify the voluntary nature of the program.

Article 24

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Definition and Methods of Discipline. For the purpose of this Agreement, discipline shall be defined as oral and written admonishments, letters of reprimand, suspensions, reductions in career level or pay, and removals based on conduct. All disciplinary actions are administered in accordance with this Article and applicable law, rule, and regulation.

Section 2. Employer's Responsibilities. Discipline will be corrective and progressive in nature and appropriate to the severity of the offense. All actions will be taken for just cause and to promote the efficiency of the service. Just cause must be found in a violation of law, rule, regulation or other authoritative instruction. Supervisors are responsible for determining if corrective disciplinary action is warranted. The penalty selection principles, outlined in applicable Agency guidance, shall be observed in determining whether discipline, formal or informal is warranted and if so, the severity of the discipline. Not all factors apply in every case. All factors must be considered and a responsible balance reached. The Parties agree that the most effective discipline is prompt, fair, consistent, and progressive.

Section 3. Exclusions. This article does not apply to:

- a. reductions in career level and/or pay and removals based on unacceptable performance;
- b. termination of an employee on a probationary/trial period;

- c. termination or furlough of an employee whose appointment is temporary because of reduction in force or end of appointment;
- d. placement in a non-pay status as the result of a lapse of appropriations or action by Congress;
- e. placement in a non-duty pay status;
- f. termination of temporary promotions;
- g. actions involving reduction in force procedures; or
- h. termination of re-employed annuitants.

Section 4. Investigations.

- a. Prior to a proposal to formally discipline a bargaining unit employee, an investigation must be conducted by the management official concerned. Such investigation of an employee's actions or conduct will be fair, objective, and designed to ascertain all pertinent facts both for and against the employee and may or may not include a discussion with the employee concerned. However, the management official will sincerely consider interviewing the employee during the investigatory phase.
- b. When an employee is questioned by one or more representatives of the Agency during an investigation, that employee has the right to request a Union representative be present, if the employee believes answering the question or questions could result in his/her being disciplined. No further questioning will take place until the Union has been notified of the request and the Union has been given a reasonable amount of time to be present. NOTE: The right to representation in such investigatory questioning arises only when an employee specifically requests representation by the Union; this right is waived if no request is made. If the request is made, the interview may be canceled by the Agency representative, who may proceed with the investigation using the information already obtained or available from other sources or he/she may continue the questioning when the Union representative is present.
- c. When the request for representation is made, either participant in the meeting may be the one who officially notifies the Union of the request. If the employee chooses to be the one to notify the Union, he/she will be given a reasonable amount of time to contact the Union requesting representation.
- d. The Employer shall annually inform bargaining unit employees of the right to representation, which is expressed in Section 4(b) of this Article in accordance with the requirement of 5 USC 7114(a)(3).

Section 5. Counseling Sessions. A counseling session is a private meeting between a supervisor and an employee. It is a non-disciplinary event initiated by a supervisor during which an individual employee may be advised or instructed concerning conduct or performance deficiencies or other matters of concern to the supervisor which relate to conduct or performance. Prior to its beginning, the employee will be informed that it is a counseling session and given the reason for the meeting.

Section 6. Disciplinary Procedures.

- a. Oral and written admonishments. The oral admonishment is a face-to-face admonishment of an employee by a supervisor. It will be a private meeting and the employee will be informed specifically that he/she is receiving an oral admonishment. If the employee requests Union representation, a Union representative will be invited to attend the meeting. The employee shall be advised of the specific infraction of law, rule or regulation, or breach of conduct and allowed to explain or offer any comment. The supervisor will record the basic facts of the

discussion, including the reason for the admonishment and any corrective steps necessary. The written admonishment is a memorandum to an employee describing the improper actions of the employee and the positive corrective steps the employee must take to preclude a recurrence. In the case of an oral or written admonishment, the employee may utilize the negotiated grievance procedure to refute the accuracy of the allegations and/or documentation at Step 1 of the negotiated grievance procedure.

- b. Letters of Reprimand. No advance written notice of proposed disciplinary action is required. The proposing and deciding official for a reprimand is normally the employee's immediate supervisor. The employee may file an oral and/or written reply within 15 days from receipt of the reprimand. If the reprimand is sustained after consideration of the reply, it will be placed in the official personnel folder (OPF) along with the employee's response. If no reply is made within these time limits, the reprimand will be placed in the employee's OPF for a period not to exceed 2 years. Upon Union request, the reprimand may be reviewed for retention in the OPF no more often than once every six months during the two year period.
- c. Suspensions. The notice of proposed action will be in writing and signed by the proposing official, normally the employee's immediate supervisor. The employee will be given 15 days to reply either orally and/or in writing after receipt of the proposal letter. The deciding official, normally the employee's second level supervisor, will issue a final decision within 10 days after receipt and consideration of the employee's reply. If no reply is made within the time limit, the deciding official will issue the final written decision.
- d. Indefinite Suspensions. When there is reasonable cause to believe an employee has committed a crime for which a sentence of imprisonment may be imposed, or when, by the employee's conduct, continued presence in the work place poses an imminent threat to employees and/or Agency property, an employee may be placed in an indefinite suspension status. In those instances of indefinite suspensions, employees will be provided not less than ten (10) calendar days advance notice of the proposal to indefinitely suspend without pay. The notice of proposed indefinite suspension will be in writing and signed by the proposing official, normally the employee's immediate supervisor. Within the ten (10) calendar-day period, the employee will have the opportunity to reply orally and/or in writing. The deciding official, normally the employee's second level supervisor, will issue the final decision, normally within ten (10) calendar days after receipt and consideration of the employee's reply. If no reply is made within the notice period, the deciding official will issue a final written decision.
- e. Reductions in Career Level and/or Pay. The notice of proposed action will be in writing and signed by the proposing official, normally the employee's immediate supervisor, and received by the employee at least 30 days in advance of proposed effective date. The employee will have 15 days to respond orally and/or in writing after receipt of the proposal letter. The deciding official, normally the employee's second level supervisor, will issue the final decision within 10 days after receipt and consideration of the employee's reply. If no reply is made within the time limit, the deciding official will issue the final written decision.
- f. Removals. The notice of proposed action will be in writing and signed by the proposing official, normally the employee's immediate supervisor, and received by the employee at least 30 days prior to the proposed effective date. The employee will have 15 days to make an oral and/or written reply after receipt of the proposal letter. The deciding official, normally the employee's second level supervisor, will issue the final decision within 10 days after receipt and consideration of the employee's reply. If no reply is made within these time limits, the deciding official will issue the final written decision.
- g. General Notice Requirements. Where written notices of proposed action are required, they must contain the specific reason(s) for the action in sufficient detail for the employee to make

a reply. It must include the employee's right to make an oral and/or written reply, the time limits to do so, and to whom the reply should be made; the employee's right to Union representation; and the employee's right to review all of the material relied upon to support the proposed action unless otherwise prohibited by law. The Employer will provide the employee with two copies of any proposed or final notice of disciplinary action so that the employee may provide his/her Union representative with a copy.

- h. Time to Reply. The employee will be given an opportunity to make an oral and/or written reply within the time limits specified above and to furnish affidavits and other documentation in support of his/her replies. The employee may designate his/her representative to make the reply, on his/her behalf, to the deciding official. An employee who is otherwise in a paid duty status will be given an excused absence for a reasonable amount of time to review the material relied upon and to prepare any reply to a proposed suspension, reduction in career level or pay, or removal. The timing of the grant of excused absence shall, to the maximum extent possible (but consistent with operational needs), be scheduled at the employee's convenience.
- i. Final Decision Letter. A final decision shall be issued after the employee has made his/her reply. If no reply is made, the decision shall be issued after the expiration of the designated reply period. The written decision will contain the final decision on the proposed action and the effective date of the action, if appropriate. It will include the employee's right to (1) file a grievance at Step 2 (in accordance with Article 5 of this agreement), the time limits to file such grievance, and to whom it must be filed, (2) appeal under the Federal Aviation Administration (FAA) Guaranteed Fair Treatment (GFT) Appeal Procedure, or (3) appeal to the Merit Systems Protection Board (MSPB), but the election is limited to only one of these appeal procedures

Section 7. Records. All records will be maintained in accordance with applicable law, rule and regulation (i.e., Privacy Act). When an employee is given advance notice, the supervisor who proposed the action will establish a disciplinary file. The file shall contain the advance notice or letter of reprimand, material relied on to support the action, any written reply from the employee and/or the written summary of an oral response, or relevant correspondence, and a copy of the final decision.

Section 8. Extensions of Time. All timeframes may be extended with mutual agreement of the Parties. Agreements shall be in writing.

Article 25

REDUCTION IN FORCE (RIF)

Section 1. The Parties agree that Reduction in Force (RIF) causes disruption and adversely affects the Employer and the employees involved. Therefore, RIF will be implemented only after other actions such as attrition and restricting recruitment have been considered.

Section 2. Notification to Union.

- a. The Employer will notify the Union as early as possible of any anticipated reductions in force and will provide the following information as soon as it is available:

1. The reason for the RIF;
 2. The numbers, types, and career levels of employees involved;
 3. The anticipated effective date of the action; and
 4. Other information requested by the Union when available unless otherwise prohibited by law.
- b. The Union may request negotiations on the impact of the RIF on bargaining unit employees within twenty (20) days of notification.

Section 3. Reductions in force shall be administered in accordance with this Article and applicable law, rule and regulation.

Section 4. Retention Registers. The Union will be provided access to the retention registers applicable to bargaining unit employees simultaneously with the issuance of reduction-in-force notices to affected unit employees.

Section 5. Specific RIF Notices. The Employer shall provide a written notice to each employee to be displaced to a different position or separated in a reduction in force at least sixty (60) calendar days prior to the effective date. The notice shall state what action is being taken, the effective date of the action, and information pertaining to the employee's retention standing (e.g., the employee's service computation date, competitive area and competitive level, etc.). Information concerning the grievance rights and time limits on such rights will be contained in the notice. Amendments to a specific notice may be made without extending the original notice period.

Section 6. Reduction of Impact During RIF.

- a. The Employer agrees to use existing vacancies to the maximum extent possible to place employees in continuing positions unaffected by the RIF.
- b. The Employer shall request authority to offer voluntary early retirements to eligible employees, when appropriate.
- c. Upon request, the Employer shall provide individual counseling to employees eligible for optional or discontinued service retirement in order to explain the benefits and/or penalties for such action.

Section 7. Placement of Affected Employees.

- a. The Employer shall, to maximum extent possible waive qualification requirements for employee reassignments to vacant positions.
- b. Employees placed in a position with different duties, because of waiver of qualifications, will receive job-related training formally or on-the-job as determined necessary by the Employer.

Section 8. Access to Information.

- a. An employee affected by RIF shall be allowed to exercise the right to inspect RIF records and retention registers pertaining to the employee's individual action.
- b. An employee who has received a specific notice of reduction in force may be assisted by a Union representative in reviewing the retention registers applicable to his or her situation and in obtaining other information from the Employer pertaining to the reduction in force.

- c. The Union may designate a representative or alternates on an individual basis in individual cases as a principal representative for matters relating to a RIF. Such representative(s) shall be permitted a reasonable amount of official time to perform such representational functions.

Section 9. Salary Retention. Salary retention for affected employees will be allowed as provided by appropriate law, rule, or regulation.

Section 10. Career Transition Assistance and Selection Priority

- a. The Employer will refer the employees separated by RIF to the State Employment Service to determine whether the employee may be eligible for training at Government expense. When resources permit, the Employer will assist affected employees with out-placement to other Federal agencies and Employers (i.e., private sector, etc.).
- b. All employees who receive a RIF separation notice will be provided with career transition assistance and allowed a reasonable amount of duty time, up to 32 hours per pay period, to pursue transition activities. In addition, all employees who are likely to face displacement through reorganization/realignment to a different position will be allowed a reasonable amount of duty time, up to 16 hours per pay period, to pursue transition activities.
- c. Career transition assistance, as defined by HRPM, EMP-1.22, consists of such services as career counseling, job information, networking, employee assistance program services, financial planning, etc. This assistance will be made available on a space-available basis for former FAA employees separated through RIF and to spouses of FAA employees requesting relocation to another geographic area.
- d. A permanent employee who has received a reduction in force notice is eligible for selection priority in accordance with HRPM, EMP-1.9. Such employees shall receive consideration for vacancies for which they apply and are determined well-qualified, and if among the well-qualified applicants, they shall be selected prior to a non-FAA candidate. Priority selection is limited to the employee's local commuting area (or substitute location chosen by the employee if he/she agrees to pay relocation expenses). It is understood that the acceptance of temporary employment will not modify an employee's right to be considered for permanent employment.
- e. Entitlement to priority selection begins when the RIF notice is issued and continues for two years from the date of the separation or until acceptance or declination of a position at the same pay as that held prior to the RIF. The position may be with any other Employer, Federal or non-Federal.

Section 11. Grievances. An employee may file a written grievance within fifteen (15) calendar days after the effective date of RIF action at Step 2 of the negotiated grievance procedure.

Section 12. Information Update to Union.

- a. The Employer will update the Union, upon request, on the status of the reduction in force.
- b. The Union will be provided, at the conclusion of the reduction in force, a list of all vacancies filled during the RIF. The list shall include the career level, position title, and the name of the bargaining unit employee who filled the vacancy.

Article 26

FURLOUGHS FOR THIRTY (30) DAYS OR LESS

Section 1. Furloughs of bargaining unit employees for thirty (30) days or less shall be administered in accordance with applicable law, rule, regulation, and this Article.

Section 2. The Employer agrees to notify the Union as early as possible before issuing notices of proposed furlough to bargaining unit employees. The Union will be informed of the reason for, the length of, the approximate effective date of the proposed furlough, and the number, types, and career levels of employees affected; and which, if any, employees will be exempt from the furlough.

Section 3. Individual employees will be given a written notice of proposed furlough at least thirty (30) days before the proposed effective date. The notice will state the specific reasons for the furlough, the right to review the material, which is the basis for the action; where the material can be reviewed; the right to make an oral and/or written reply; and the right to Union representation.

Section 4. Upon request, the employee will be given a reasonable amount of time, if otherwise in a paid duty status, to review the material provided by the Employer and prepare a reply. If Union representation is requested by the employee, the representative shall be allowed a reasonable amount of official time to assist the employee.

Section 5. The employee shall be allowed fifteen (15) calendar days to answer the proposal orally and/or in writing. After receipt and consideration of the employee's timely reply, the deciding official will issue the final decision within ten (10) days. If no reply is made within these time limits, the deciding official will issue the final decision.

- a. The notice of decision to furlough shall be in writing and issued prior to the effective date of the furlough. It shall inform the employee of the right to (1) grieve the action under the negotiated grievance procedure, (2) appeal under the Federal Aviation Administration (FAA) Guaranteed Fair Treatment (GFT) Appeal Procedure, or (3) appeal to the Merit Systems Protection Board (MSPB), but the election is limited to only one of these appeal procedures.
- b. Such grievances shall be in writing and filed within fifteen (15) calendar days after the effective date of the furlough at step 3 of the negotiated grievance procedure.

Section 6. If the Employer determines that fewer furlough days are necessary due to changed circumstances, the Employer shall notify the employee and the Union prior to the effective date of the change without amending the original notice or extending the effective date of the furlough. If furlough days are to be increased either an amended or new notice will be issued to the affected employees.

Section 7. When budget-imposed furloughs are required, the Employer agrees to permit that affected employees to schedule furlough days according to personal desire and to choose either continuous or discontinuous days off, unless regulations or mission requirements dictate otherwise. Subject to regulations or mission requirements, furlough days may be scheduled in conjunction with annual leave or instead of previously approved annual leave. The procedure used shall be similar to that used in scheduling vacation leave pursuant to Article 12, Section 1 of this Agreement. Specifically, employees with the highest seniority based on service computation date (SCD) will be given first

choice and priority consideration in scheduling furlough days when there is a disagreement between employees.

Section 8. In the event furlough notifications (proposals or otherwise) are required, management may issue the notices to employees via electronic means.

Article 27

COMPENSATION SYSTEM

Section 1. This Section covers all bargaining unit employees covered by the Core Compensation pay system and covers the entirety of the Parties' agreement relative to pay. Those employees covered under pay systems other than Core Compensation will continue to receive pay applicable to those systems.

- a. Employees will continue to receive the locality pay adjustments recommended by OPM and approved by the President. The locality adjustment will be effective on the same date as that established for the rest of the Government. Base Pay is used to calculate pay actions and then applicable Locality Pay is applied on the Base Pay in effect.
- b. In 2015 through 2019, each employee will receive an annual increase to Base Pay equivalent to that provided to other Federal employees in the annual adjustment to pay under the statutory General Schedule (GS) increase, effective the first full pay period in January. If the annual increase will cause the employee's Base Pay to exceed the band maximum, or the employee's Base Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in January.
- c. In 2015 through 2019, each employee will receive an annual length of service adjustment of one-point-six percent (1.6%) to Base Pay, not to exceed the pay band maximum, effective the first full pay period in June. If the length of service adjustment will cause the employee's Base Pay to exceed the band maximum, or the employee's Base Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in June. The annual length of service adjustment to Base Pay shall not be granted in any year in which a prohibition of step increases in the General Schedule (GS) is enacted by Statute.
- d. The Parties agree there will be no Organizational Success Increase (OSI) and/or Superior Contribution Increase (SCI) paid for meeting Agency performance targets and individual performance objectives during fiscal years (FY) 2014 through FY 2019.
- e. Prior to the end of FY 2014, each employee covered by this Agreement on the date of the signing of the agreement, will receive an additional lump sum payment equal to one and one half percent (1.5%) of their Base Pay.
- f. In years 2015 through 2019, pay bands are to be adjusted annually in the first full pay period of January equivalent to the percentage that pay schedules are adjusted for employees under the General Schedule (GS).

Section 2. Employees in a Wage System pay plan covered by this Agreement on the date of the signing of the agreement will receive a one-time lump sum payment equal to one and one-half percent (1.5%) of their yearly pay. This payment will be made prior to the end of FY 2014. For the

purposes of calculating yearly pay, the Agency will use the employees' hourly rate in effect upon the signing of this Agreement and multiply that rate by 2087 hours.

Article 28

PARTNERSHIP PRINCIPLES

Section 1. The Parties agree that it is in the best interest of both the Employer and the Union to maintain a Labor-Management Partnership Council, hereinafter referred to as the Council, under the auspices of Executive Order 13522 (December 9, 2009). As partners they will pursue solutions that promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee empowerment, and organizational performance, while also considering the legitimate concerns of both Parties. A Partnership Council Charter will be maintained by the Council. The interaction of the Parties with respect to Council activities will be in accordance with the provisions of the Council Charter.

- a. The intent of this undertaking is to enhance the labor-management relationship; however, it is in no way intended to replace the collective bargaining process, including the grievance process as outlined in this Agreement.
- b. It is understood that participation in this process is voluntary and that either party may terminate participation at any time.
- c. Representation on the Partnership Council shall be in accordance with the Council Charter.

Section 2. It is recognized that this relationship will require:

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

Section 3. The partnership council will strive to:

- a. Provide skill learning and career development for all employees, provided budgetary and operational consideration permit.
- b. Recognize employees as valued assets and provide them with a quality work environment.
- c. Ensure open communication, mutual respect, and trust among employees and managers.
- d. Remove barriers to enhance productivity, promote flexible work processes, improve working conditions, and encourage continuous quality improvement.

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

Section 5. Participation in meetings necessary under this provision will be on official time if council members are otherwise in a duty status and will not count against the authorization of official time under Article 8, Section 12. The first meeting of the council will establish the operating ground rules on how consensus will be reached on issues and what issues are appropriate for council discussion; recognizing that not all issues may be appropriate. The Parties agree to attend partnership training together.

Article 29

CHILD CARE SUBSIDY

Section 1. The Parties recognize the desirability of reducing the expense borne by lower-income families to obtain child care for children age thirteen (13) or under or who are disabled and under the age of eighteen (18). The bargaining unit employees shall be eligible to participate in the Agency's child care Subsidy program in accordance with the provisions of HRPB, WLB-12.1, FAA HROI entitled "Process for applying for Child Care Subsidy Program," and Public Law 107-67, Sec. 630. To the extent authorized by law, the Agency shall provide a child care subsidy to eligible employees whose total family income does not exceed \$72,000. Total family income is defined as the income of the child's parent(s)/guardian(s) living in the same household as the child, and listed on their IRS tax forms as their Adjusted Gross Income.

Section 2. The subsidies will be provided in accordance with the following scales;

Family Income	Percentage of Total Child Care Costs Paid by the Agency
Over \$72,000	0%
\$60,001-\$72,000	30%
\$45,001-\$60,000	45%
\$45,000 or less	70%

Section 3. The family income ceilings for each subsidy level shall be annually adjusted by the size of the increase in the General Schedule in the applicable locality.

Section 4. The subsidy will be paid directly to the child care provider.

Section 5. The Employee shall be responsible for any tax liability.

Section 6. The employee and service provider shall provide the vendor administering the program all of the information necessary to process payments in accordance with FAA HROI entitled "Process for Applying for Child Care Subsidy Program," dated 06/01/2008.

Section 7. For the purpose of this Article child is defined as:

- a. A biological child who lives with the employee;
- b. An adopted child who lives with the employee;
- c. A stepchild who lives with the employee;
- d. A foster child who lives with the employee;

- e. A child for whom a judicial determination of support has been obtained; and/or
- f. A child whose support the employee who is a parent or legal guardian makes a regular and substantial contribution.

Article 30

DESCRIPTION OF DUTIES

Section 1. Each employee covered by this Agreement shall be provided a description of duties which accurately reflects their position, including career level definition. A description of duties shall be provided to employees normally within 30 days after the employee reports for duty in the position. If an employee believes that their description of duties is not accurate, they may request a review by the appropriate supervisor and be assisted by a Union representative. A dispute regarding the accuracy of an assessment of an employee's description of duties as it relates to the career level definition may be handled under Article 5 of this Agreement.

Section 2. The Employer shall periodically review positions under their jurisdiction to insure accuracy of the description of duties.

Section 3. Upon request, changes to the description of duties or career level definitions of bargaining unit positions shall be forwarded to the Union, before implementation.

Article 31

PERFORMANCE AWARDS AND RECOGNITION

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

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

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

Article 32

PERSONAL PROPERTY CLAIMS

Section 1. As specified in FAA Order 2700.14B, dated 12/19/1983, employees may make claims for damage to or loss of personal property resulting from incidents related to their performance of duties. The Agency agrees to assist a claimant in the proper filing of any such claim.

Article 33

PROBLEM SOLVING

Section 1. The Parties recognize that the traditional methods of dispute resolution (e.g. grievance/arbitration and unfair labor practice charges) are reactive and not always the most efficient means of problem resolution. The Parties also understand that an early and open exchange of information is essential to clearly address the concerns or reservations of each party. Therefore, the Parties are encouraged to use the provisions of this Article to seek resolution of problems through a proactive approach before resorting to other avenues of dispute resolution.

Section 2. The Parties to this Agreement support the following technique:

- a. When a complaint/problem/concern arises, the employee, Union, or Agency may notify the other affected Parties within ten (10) days of the event giving rise to the complaint/problem/concern. A meeting will be held within ten (10) days of the notification, which will include the bargaining unit employee(s), the appropriate local Union representative, and appropriate management representative.
- b. The purpose of the meeting is to allow the employee, the Union, and the Agency to freely present, receive, and/or exchange information and their views on the situation.
- c. The Parties shall try to find an opportunity for problem resolution and, if one arises, it will be, with mutual agreement, placed in writing, signed by representatives from management and the Union, and acted upon.
- d. If the matter relates to pending discipline, disciplinary action will not be issued during the meeting.
- e. If the Parties are unable to resolve the issue under this Article, the Agency shall render a decision within ten (10) days of the meeting. Once the decision has been rendered, and if appropriate, the employee or Union may proceed with grievance procedures outlined in Article 5 of this Agreement. The time limits for filing the grievance, as outlined in Article 5 Grievance Procedures Section 7, begin when the decision is rendered.
- f. This basic format may be modified with the written agreement of the Parties.
- g. This Article shall not diminish the Agency's right to discipline, where otherwise appropriate, nor shall the rights of the Union or the Employee be affected by this Article.

Section 3. The Parties shall continue their support of training on problem solving techniques and similar programs which the Parties mutually agree to pursue. The Union and the Agency shall mutually agree upon the scope, content, development, and arrangements for delivery of any joint problem solving training under this Article.

Article 34

SMOKING POLICY

Section 1. Smoking of any product, including cigarettes, cigars and pipes of any kind, will be strictly prohibited in all interior space that is owned, rented, or leased by or on behalf of the Employer or within 25 feet of any doorway or air intake ducts.

Section 2. The Parties agree that the designated smoking areas will have at least two receptacles for smoking materials which will be emptied on a regular basis. Employees using the smoking areas are responsible for placing smoking materials in the receptacle.

Section 3. Upon implementation, existing receptacles for smoking materials will not be removed, but will be relocated, whenever possible, not less than 25 feet from doorways and air intake ducts. These receptacles will be emptied on a regular basis.

Section 4. Agency management will communicate to Frontline Managers of their responsibility to enforce the DOT Smoking Policy.

Section 5. When the Employer determines corrective action is necessary to enforce this agreement, consideration may be given to non-disciplinary measures to correct the behavior. However, the Agency will retain the right to take discipline.

Section 6. When employees raise concerns to their manager regarding additional burdens placed on them by the smoking policy, consideration will be given to alternatives to minimize the impact.

Article 35

SURVEYS AND QUESTIONNAIRES

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

Section 2. Any survey, excluding course surveys, of bargaining unit employees shall be voluntary and done on duty time.

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

Section 4. Union officials shall be provided a copy of bargaining unit survey results at the same time they are distributed to the corresponding level of management.

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

Article 36

TELEWORK

Section 1. The Parties agree that bargaining unit employees are entitled to participate in the Agency's Telework Program, however employee participation is voluntary. Policies and procedures regarding telework that are not covered in this article shall be in accordance with HRPm, WLB-12.3, FAA Telework Program, dated September 7, 2010.

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

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

Section 3. FAA employees may participate in one or a combination of the following telework options based upon the manager's approval and as a condition of the telework agreement. Various telework options include:

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

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

Section 5. When a bargaining unit employee makes a request to telework, the Agency will consider the following criteria in exercising the authority to grant or deny the request:

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

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

Section 6. Denial and termination decisions must be based on business needs or performance, not personal reasons. The denial or termination shall be in writing and include information about the specific business needs or performance reasons as well as information about when the employee might reapply, and also if applicable, what actions the employee should take to improve his/her chance of approval.

Section 7. Employees may change their telework scheduled days, with prior approval of their supervisor.

Article 37

ASSIGNMENT OF TEMPORARILY DISABLED EMPLOYEES

Section 1. An employee recuperating from an illness or injury and temporarily unable to perform their regularly assigned duties may voluntarily submit a written request to his/her immediate supervisor for temporary assignment to other duties; to the extent such duties are available and necessary. If sufficient duties in the employee's facility/office are not available, the Agency may offer assignment of work at other facilities/offices within the commuting area for which the employee is otherwise qualified. Such assignments, if granted, shall not be for more than six (6) months in duration, unless mutually agreed to by the Agency and the employee.

Section 2. Employees temporarily assigned under this article shall continue to be considered for promotional opportunities for which they are otherwise qualified.

Section 3. Employees temporarily assigned under this article shall continue to be considered as bargaining unit employees and shall be entitled to all provisions of this agreement and those provided by law and regulation.

Section 4. Upon written request to his/her immediate supervisor, an employee who is temporarily prohibited from performing duties because of medications restricted by the Agency may be assigned other duties in accordance with this article.

Section 5. Medically restricted or partially incapacitated employees may be assigned part-time employment at their request, in accordance with this article, provided their medical condition does not inhibit their ability to perform available and necessary duties.

Section 6. When full-time work is not available or part-time work is necessary under this article, management agrees to make appropriate effort to allow the employee to use a combination of work hours and leave to account for a full-time work schedule. If no work is available under this article, management shall give the employee written notice of its intent to place the employee on enforced leave. The notice period shall be at least three (3) calendar days. At the employee's option, other accrued leave may be substituted for sick leave during periods when full-time work is not available or necessary. The employee may also request leave without pay (LWOP) and such request shall not be denied solely on the basis of the employee having compensatory time, annual leave or credit hour balances.

Section 7. Those employees able to work part-time under this article are entitled to a minimum of two (2) hours advance notice of the requirement to utilize leave for the remainder of the work day(s).

Section 8. To allow the Agency to make an informed decision, prior to assignment under this article, the employee shall provide a medical certificate attesting to the employee's temporary inability to perform regularly assigned duties, the length of time necessary for recuperation and any medical restrictions required. However, in lieu of a medical certificate, on a case by case basis dependent on the particular fact circumstances, management may accept an employee's verbal notification and reasons for temporary assignment under this Article.

Section 9. Unless there is a change in medical restrictions or as provided by law, or other legitimate basis, medical certification under this article will be required no more often than once every 60 days after the initial medical certification is provided.

Article 38

ANNUAL BUDGET DISCUSSIONS

Section 1. Once annually, upon written request from the President of Local 2097 or their designee to the Director of Flight Inspection Services (FIS), the Director or his/her designee shall meet for the purposes of discussion of FIS annual budget and budgetary considerations, as it applies to LIUNA represented bargaining unit employees. The Union may appoint up to three (3) representatives to participate in the meeting held under this article.

Section 2. Subject to legal or other appropriate restrictions on the release of information, the Union may, prior to its attendance at the meeting, request and receive information necessary to fulfill its representational duties.

Section 3. While participating in and traveling to and from meetings as identified in section 1 of this article, the Union participants shall be on official time and, if appropriate, shall be entitled to travel and per diem.

Article 39

LOBBY WEEK

Section 1. Once annually, absent an emergency or other special-circumstance, a block of forty (40) hours of official time shall be granted to the Union for its national legislative representative's (LIUNA officer and/or designated representative) participation in activities related to Lobby Week.

Section 2. The Union shall provide the Agency at least thirty (30) days written notice indicating the dates and names of those Union officials who will be utilizing this grant of time.

Section 3. The granting of this time shall take precedence over the approval of pending annual leave requests for the dates requested.

Article 40

AIRCRAFT TRAVEL SUPPORT

Section 1. The Parties agree to the following concerning aircraft travel support.

Section 2. Performance of frequent travel, to include international travel under arduous conditions, is a condition of employment in these positions.

Section 3. Selectees for the position will sign a memorandum of agreement (Appendix C) acknowledging their awareness that travel, as described in item 2, is a condition of employment in the position and that failure to perform such travel in accordance with the established standard will result in a reduction in grade.

- a. Failure to perform travel in accordance with the established standard will be treated as a voluntary request for demotion to the G level.
- b. Such demotion will be effected in accordance with established adverse action procedures.
- c. Upon demotion, pay will be set in accordance with the established policy. In applying the criteria applicable to a voluntary demotion at the employee's request, the Employer will set pay as follows:
 1. If the employee has held the H band position for less than two years, pay will be set within the G band at a level that incorporates a reduction in pay equivalent to the increase granted in connection with the initial promotion to the H band. (e.g. if the employee received an 8% increase in pay upon promotion to the H band, he/she would receive an 8% decrease in pay upon demotion to the G band position). Any annual adjustments, OS I, SCI, etc. will be calculated as if the promotion had never occurred.
 2. If the employee has held the H band position for two years or more, pay will be set at the current level if it falls within the G band. If current pay exceeds the maximum rate of pay for the G band, pay will be reduced to the G band maximum rate.
- d. Under this agreement, travel must be performed to the following standard:
 1. Not more than ONE "turn-down" trip for personal reasons is allowable per calendar year quarter.

Article 41

SECURITY CAMERAS

Section 1. The Parties agree that the intended purpose of the close circuit television (CCTV) cameras and Entry Control Video (ECV) shall be used for the surveillance of the building perimeter to prevent thefts and criminal activity.

Section 2. The Parties agree that the intended purpose of the CCTV cameras and ECV is not for the use and purposes of monitoring bargaining unit employees in work/operational areas, break room areas and other employee common areas, except as necessary under section 1 of this article.

Section 3. The Parties agree that the measures and devices, as referenced above, shall not be used as timekeeping devices to record arrivals and departures of employees for the purpose of tracking time and attendance.

Section 4. The Parties agree that the measures and devices, as referenced above, will not be used outside of their intended purpose if management has other existing evidence of misconduct. In these circumstances, the measures and devices identified above will not be utilized to determine whether misconduct has or has not occurred. They may be used only as supporting information and only if there is a dispute whether misconduct has occurred.

Section 5. The Parties agree that the measures and devices, as referenced above, shall coincide with the pertinent provisions of this agreement and that disciplinary action will not be taken without first conducting an investigation into the alleged event.

Section 6. Should the Agency use the data from the CCTV and ECV or any other such measures and devices as supporting evidence in the imposition of discipline, the employee who is alleged to have committed the offense shall have a right to a copy of all of the data that is obtained.

Section 7. AJW management will not have access to the CCTV and ECV or any other such measures and devices except as in accordance with this Article.

Section 8. Subject to security considerations, the Parties agree management will provide appropriate notification to the Union of any new CCTV and ECV or any other such measures and devices per article 10, section 3 of this agreement.

Section 9. Subject to privacy and security considerations, if new equipment is installed in a building with bargaining unit members, a reasonable number of Union officials will be provided one opportunity to view the monitoring station for the sole purpose of verifying the location and/or viewing area of the video systems.

Article 42

TEMPORARY EMPLOYEES

Section 1. The Memorandum of Agreement (MOA) concerning Employees hired to temporary appointments prior to November 26, 2012, as agreed to in the MOA referencing the Implementation of EMP-1.1 and EMP-1.14, dated August 2013, will stay in effect until the expiration previously agreed upon in the MOA. The referenced MOA can be located on the AME Technical Library.

Article 43

AVIATION SAFETY ACTION PROGRAM

Section 1. The most current Aviation Safety Action Program (ASAP) Memorandum of Understanding, which is re-negotiated approximately every 2 years, can be found on the AME Technical Library under the "ASAP Program."

Article 44

EFFECTIVE DATE AND DURATION

Section 1. Pursuant to 5 USC 7114(c), the FAA Administrator shall approve or disapprove this Agreement within thirty (30) days from the date the Agreement is signed by the respective Parties.

- a. If the FAA or LIUNA Local 2097 membership does not approve or disapprove the Agreement within thirty (30) days, the Agreement shall take effect and shall be binding, subject to the provisions of 5 USC Chapter 71.
- b. If the FAA or the LIUNA Local 2097 membership disapproves any provisions of the Agreement, the entire Agreement will be returned to the Parties for renegotiation of the disapproved portions and resubmitted for approval.
- c. If the FAA and the LIUNA Local 2097 membership approve the entire Agreement within the thirty (30) day period, then the Agreement shall become effective upon approval.
- d. The effective date shall be shown the cover page of the printed Agreement.

Section 2. This Agreement shall remain in full force and effect for five (5) years from its effective date and automatically renew itself from year to year thereafter. However, either party may give written notice to the other party not more than one hundred and five (105) nor less than sixty (60) days prior to the fifth anniversary date and each year thereafter, of its intention to reopen and amend, modify, or terminate the Agreement. When such notice is given, the Parties shall meet for the purpose of negotiating the amendments or modifications not later than thirty (30) days prior to the anniversary date. The conduct of such negotiations shall be determined at that time by a Memorandum of Understanding. If negotiations are not concluded prior to the expiration date, the Agreement will continue until agreement is reached or all issues are resolved.

APPENDIX A



UNITED STATES OF AMERICA BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

Federal Aviation Administration
Aviation Systems Standards
Oklahoma City, Oklahoma

- Activity

and

National Federation of Federal Employees
Local 2097

Case No. DA-RP-80019

- Petitioner/Labor Organization

and

Laborer's International Union of North America, AFL-CIO

- Labor Organization

AMENDMENT OF CERTIFICATION

Pursuant to Section 2422.1 of the Regulations of the Federal Labor Relations Authority, a petition was filed seeking to amend the certification granted to the National Federation of Federal Employees, Local 2097 on November 7, 1998, as the exclusive representative of certain employees of the Federal Aviation Administration, Aviation Systems Standards, Oklahoma City, Oklahoma by changing the designation of the exclusive representative for the existing bargaining unit, from the National Federation of Federal Employees, Local 2097 to the Laborer's International Union of North America, AFL-CIO.

On March 10, 1999, Regional Director, [REDACTED], issued a Decision and Order finding that the certification may be amended as requested.

No timely application for review was filed with the Authority. Pursuant to the authority vested in me as Acting Regional Director, I ORDER that the certification granted to the National Federation of Federal Employees, Local 2097 as the exclusive representative of the following unit of employees:

INCLUDED: All non-professional employees of the AVN Aircraft Maintenance and engineering Division, AVN-300, located at the Mike Monroney Aeronautical Center in Oklahoma City, Oklahoma, and the FAA Technical Center located in Atlantic City.

EXCLUDED: All professional employees, management officials, supervisors and employees described in 5 U.S.C. Section 71112(b)(2), (3), (4), (6) and (7).

is amended by changing the designation of the exclusive representative from the National Federation of Federal Employees, Local 2097 to the Laborer's International Union of North America, AFL-CIO.


Acting Regional Director
Dallas Region

Dated: June 15, 1999

Attachment: Service Sheet

APPENDIX B

LIUNA TUITION ASSISTANCE PROGRAM

The Aircraft Maintenance and Engineering (AME) Group encourages employees to continue their development of skills, knowledge, and abilities in order to further their career development and to meet the skill needs of the organization. Investment in training is an important factor in determining organizational efficiency. There are many methods that can be used to meet the educational needs of employees and the organization and tuition assistance programs are one such method. AJW-34 will provide \$7500.00 per fiscal year for the tuition assistance program.

The following criteria must be met for consideration into the LIUNA Tuition Assistance Program for employees covered by this agreement:

1. All courses must meet identified needs for knowledge, skills and abilities bearing directly upon the performance of official duties.
2. Course schedules should not conflict with normal working hours. Any request for a change to work schedule will be accomplished in accordance with appropriate shift schedule change guidelines.
3. All current BUE's must submit the attached request form, along with an official course description to participate in the tuition assistance program. (Appendix B, Attachment 1)
4. Each request for tuition assistance must have Aircraft Maintenance and Engineering Office approval prior to commitment for qualification in the Tuition Assistance Program.
 - a. Requests for tuition assistance forms will be submitted to the Branch Manager or designee for approval.
 - b. In the event of a denial by the Branch Manager, the employee will have 30 calendar days from the date of denial to appeal to the AJW-34 Division Manager. The Division Manager's decision is final.
5. Tuition assistance will cover tuition and books, electronic books that require downloading, and materials only, and require successful course completion (C or above).
6. Reimbursements are limited up to \$750.00 per person, per request.
7. One request per semester or every four months. This limit will not apply if there are sufficient funds in the program after the initial requests have been funded.
8. Tuition assistance forms will be submitted for payment by the AME Budget Team three times a year, January, May, and September. In September, if funds are available, the AMEG Budget Team will review the remaining unpaid, completed requests and will pay as many as allowed on a first come, first serve basis.
9. In order to receive reimbursement, the employee must submit an SF Form 1164; Claim for Reimbursement for Expenditures on Official Business, accompanied by a detailed receipt for tuition and books as applicable and proof of satisfactory course completion of a C or better.
10. Participation in the Tuition Assistance Program is subject to the conditions of the program guidance only, and that any other financial assistance the individual may receive, is not relevant.

REQUEST FOR TUITION ASSISTANCE

EMPLOYEE NAME _____

ORG/ROUTING CODE _____

DATE REQUESTED _____

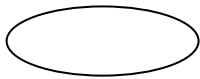
COURSE DATES _____

AMOUNT REQUESTED _____ NOTE: \$750 limit per request

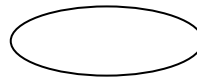
COURSE TITLE _____

EMPLOYEE SIGNATURE

DATE



APPROVED



DISAPPROVED

BRANCH MANAGER SIGNATURE

DATE

NOTE: Signature of approval certifies that this course meets the identified need for knowledge, skills and abilities bearing directly upon the performance of official duties.

Once Manager Approves, forward form and official course description to the Operations Services Team, AJW-346.

DATE RECEIVED FOR PROCESSING _____

APPENDIX C

AIRCRAFT TRAVEL SUPPORT

1. In consideration of receipt of promotion to the position of FV-802-H OR FV-856-H, I, _____, agree to provide mission support for FAA Flight Inspection Aircraft to include frequent international travel which may be performed under arduous conditions. I fully understand that performance of such travel is a condition of employment in the position. Further, I fully understand and agree that failure on my part to perform such travel or otherwise fully support the mission in accordance with the standard established below, will be treated as a voluntary request for demotion back to a FV-0802-G or FV-856-G, position from which I was promoted.
2. The travel/mission support standard that must be met as a condition of employment in the FV-0802-H or FV-856-H position is as follows:
 - a. Not more than ONE 'turn-down" trip for personal reasons is allowable per calendar year quarter.
3. I understand that upon demotion under this agreement, my pay will be set in accordance with the following guidelines:
 - a. If the employee has held the H band position for less than two years, pay will be set within the G band at a level that incorporates a reduction in pay equivalent to the increase granted in connection with the initial promotion to the H band. (e.g. if the employee received an 8% increase in pay upon promotion to the H band, he/she would receive an 8% decrease in pay upon demotion to the G band position.) Any annual adjustments, OSI, SCI, etc will be calculated as if the promotion had never occurred.

I fully understand and agree to the conditions described above:

Employee signature

Date

Supervisor signature

Date