



**Federal Aviation  
Administration**

# **AGREEMENT**

between

**American Federation of Government  
Employees Local 2282**

and

**Federal Aviation Administration  
Mike Monroney Aeronautical Center**

**Oklahoma City, Oklahoma  
September 1999**



# **A G R E E M E N T**

**between**

**AMERICAN FEDERATION  
of GOVERNMENT EMPLOYEES  
LOCAL 2282**

**and**

**FEDERAL AVIATION  
ADMINISTRATION  
MIKE MONRONEY AERONAUTICAL  
CENTER**

**Oklahoma City, Oklahoma**



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## **PREAMBLE**

This Agreement is made between the Mike Monroney Aeronautical Center, Federal Aviation Administration, Oklahoma City, Oklahoma, and the American Federation of Government Employees Local 2282.

Both agree that a constructive and cooperative working relationship between labor and management is essential to achieving the agency's mission and to ensuring a safe and secure work environment for all employees. The parties recognize that this relationship must be built on a solid foundation of trust, mutual respect, and a shared responsibility for organizational success.

Therefore, the parties agree to work together in partnership and through this Agreement to identify problems and craft solutions, enhance productivity, and deliver the best quality and value of service to the nation's flying public.





## **ARTICLE 1**

### **PARTIES**

**SECTION 1.** In accordance with the provisions of 5 USC, Chapter 71, the following agreement is entered into between the Mike Monroney Aeronautical Center, Federal Aviation Administration, Oklahoma City, Oklahoma, hereinafter referred to as the Employer, and the American Federation of Government Employees, Local 2282, hereinafter referred to as the Union. The Employer and the Union will be collectively referred to as the Parties.

## **ARTICLE 2**

### **RECOGNITION**

**SECTION 1.** The Employer recognizes the Union as the exclusive representative of all temporary and permanent employees located at the Mike Monroney Aeronautical Center and assigned to the: Office of Financial and Budget Services (AMZ), Office of Facility Management (AMP), Office of Information Services (AMI), and FAA Logistics Center (AML).

**SECTION 2.** Excluded from the Unit defined in Section 1 of this Article are the FG employees assigned to the Office of Facility Management (AMP) and employees described in 5 USC 7112 (b)(1)(2)(3)(4)(5)(6)(7) viz. all; professional employees, confidential employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors and employees engaged in intelligence, security, and audit functions.

## **ARTICLE 3**

### **EMPLOYEE RIGHTS**

**SECTION 1.** Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under provisions of 5 USC, Chapter 71, such rights include the right:

**a.** To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and

**b.** To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 USC, Chapter 71.

**SECTION 2.** The Parties recognize that 5 USC, Chapter 71 does not authorize participation in the management of a labor organization by a management official, a supervisor, or a confidential employee, except as specifically provided in 5 USC, Chapter 71, or by an employee if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

**SECTION 1.** Nothing in this agreement shall affect the authority of any management official of the FAA:

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

**SECTION 2.** Nothing in this agreement shall preclude the FAA and AFGE Local 2282 from negotiating:

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

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

## **ARTICLE 5**

### **UNION REPRESENTATION AND OFFICIAL TIME**

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

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

**SECTION 3.** When a Union officer or representative is detailed or temporarily promoted to a supervisory position, he/she will cease to serve as a Union officer or representative during the period of the detail or temporary promotion.

**SECTION 4a.** Union officials (elected and designated) shall be granted the amount of official time which is reasonable and necessary to perform representational functions.

**b.** The immediate supervisor of any officer or representative of the Union who seeks release on official time under the terms of this Article shall, if operational requirements permit, approve a reasonable amount of official time.

**SECTION 5.** An officer or representative of the Union shall seek release from his/her supervisor or equivalent prior to leaving his/her work area and/or assigned task. Likewise, if the Representative wants to meet with another employee in another work area, release of that employee will be obtained from that employee's supervisor. An officer or representative of the Union who leaves his/her work area shall advise his/her immediate supervisor or equivalent upon return to the work area.

**SECTION 6.** An officer or representative of the Union in seeking release to perform representational activities on official time shall provide his/her immediate supervisor or equivalent in writing the following information:

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

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

**SECTION 8.** If the Employer has reason to believe an officer or representative of the Union is abusing his/her use of official time, the Union President shall be advised of the situation and requested to take appropriate corrective action.

**SECTION 9.** The Union President shall be provided a reasonable amount of official time to perform official representational functions. The President may arrive at an arrangement with his/her supervisor or equivalent for a specific block of official time. In the absence of the Union President, the Acting President shall be authorized a reasonable amount of official time for representational functions assumed as Acting President.

**SECTION 10.** Designated Union representatives may be granted official time not to exceed a Union total of 400 hours per year to receive information, briefings, or orientation by the Union or the Employer relative to the Federal Labor Relations Program.

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

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

## **ARTICLE 6**

### **DISCIPLINARY/ADVERSE ACTIONS**

**SECTION 1.** In accordance with 5 USC 7114(a)(2)(B), any time a bargaining unit employee is questioned in connection with an investigation by a representative/official of the FAA or by representatives of an outside agency on behalf of the FAA concerning matters within the scope of collective bargaining, and the employee reasonably believes that disciplinary action against him/her may result from that questioning, the employee has a right to request the presence of a Union representative. If representation is requested, no further questioning will take place until the Union has been notified of the request and has been provided a reasonable amount of time to be present. In no event shall the non-availability of Union representation be permitted to unreasonably delay further questioning. Nothing in this Section shall prevent the FAA representative/official from canceling the interview.

The Employer shall annually inform bargaining unit employees of such right to representation in accordance with the requirements of 5 USC 7114(a)(3).

**SECTION 2.** The Employer agrees to furnish the employee with the original and one copy of all proposed suspensions or adverse actions and decisions on adverse actions. The copy is for Union use if the employee elects Union representation. If the employee elects Union representation, the Union representative will automatically be provided copies of any subsequent correspondence to the employee.

**SECTION 3.** If an employee is to be served with a subpoena/court order, it will be done in private.

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

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

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

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

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

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

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

**SECTION 9.** For purposes of this Article:

**a.** A disciplinary action is defined as an oral reprimand, written reprimand, or a suspension of fourteen (14) days or less.

**b.** An adverse action is defined as a removal, or reduction in grade, a suspension of more than fourteen (14) days, a reduction in pay, or a furlough of thirty (30) days or less.

**c.** Actions against employees based on performance that does not meet expectations will be taken in accordance with Agency regulations.

**d.** Employees will normally be allowed at least fifteen (15) days to respond to such proposed actions.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

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

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

- a. By a Unit employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of a Unit employee;
- c. By a Unit employee, the Union, or the Employer concerning:

(1) The effect or interpretation, or a claim of breach of this agreement;

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment as defined in 5 USC, Chapter 71.

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

- a. Any claimed violation relating to political activities prohibited by law;
- b. Retirement, life insurance, or health insurance;
- c. Suspension or removal in the interests of national security;
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. Disputes involving the FLSA; and
- g. Discharge of a probationary employee.

**SECTION 4.** Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Under no circumstance will a grievance arising under this procedure progress to a management level beyond the Aeronautical Center Director. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

#### **SECTION 5. EMPLOYEE GRIEVANCES**

**(STEP 1) INFORMAL PROCEDURE.** An employee of the bargaining unit desiring to file a grievance must file an informal grievance with his/her immediate supervisor within 20 calendar days of the date of the event giving rise to the grievance or within 20 calendar days of the time the employee may have reasonably been expected to have learned of the event. The grievance shall be submitted, in

writing, on the standard grievance form and shall contain all the required information noted thereon. The standard grievance form will be supplied by the supervisor or the Union representative. If requested, the supervisor shall arrange for a meeting at a mutually agreeable time to discuss the matter. The supervisor will answer the grievance in writing within 15 calendar days from receipt of the grievance.

**(STEP 2) FORMAL PROCEDURE.** If the employee is not satisfied with the answer given in Step 1 or in the case of grievances that arise as a result of disciplinary actions, the employee or his/her Union representative may submit the grievance through the immediate supervisor, who will acknowledge receipt and expedite it through channels to the next appropriate level of management. The formal grievance must be submitted on the standard grievance form within 10 calendar days from receipt of the Step 1 answer or within 20 calendar days from the effective date of the disciplinary action in dispute.

If requested, the appropriate management official shall arrange for a meeting within 10 calendar days to afford the employee and/or his/her Union representative an opportunity to present the grievance orally. The decision shall be delivered to the employee and the Union representative within 10 calendar days following the meeting, or within 15 calendar days of receipt of the grievance, if no meeting is requested.

**(STEP 3) FORMAL PROCEDURE.** If the employee or Union is not satisfied with the answer given in Step 2, the employee or his/her Union representative may submit the grievance on the standard form. The grievance file will be submitted to the next appropriate level of management within 10 calendar days from receipt of the Step 2 answer. If requested, the management official shall arrange for a meeting to afford the employee and/or his/her Union representative an opportunity to present the grievance orally. The decision shall be in writing and delivered to the employee and the Union representative within 20 calendar days of receipt of the grievance.

**(STEP 4) ARBITRATION.** If the Union is not satisfied with the decision at Step 3, the Union may, within 30 calendar days following receipt of the decision at Step 3 or the day the answer was due, advise the Director, Aeronautical Center, in writing through the Labor Relations Office, that the Union desires that the matter be submitted to an impartial arbitrator.

**a.** Within 7 days after the request for arbitration is delivered, the Employer shall request the Federal Mediation and Conciliation Service to submit a list of seven arbitrators. The parties agree to equally split all costs associated with FMCS fees for requests for lists, panels, and other major services. Within 10 days after receipt of the list, representatives of the Union and the Employer shall meet to select an arbitrator from the list by mutual agreement or by alternately striking names. A toss of a coin shall determine who strikes first.

**b.** If, for any reason, either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service will be empowered to make a direct designation of an arbitrator to hear the case.

**c.** The grievance shall be heard by the arbitrator as promptly as practicable on a date mutually agreeable to the Parties. The arbitrator will confine the hearing to the specific issues contained within the grievance. The grievant and/or the Union representative, if an employee of the FAA, shall be given official time to present the grievance if otherwise in an active duty status.

**d.** FAA employees who are called as witnesses shall be in a duty status if otherwise in a duty status. Each party shall bear the expense of its own witnesses who are not employed by the FAA, and/or who are not at that duty location. The number of witnesses summoned at any one time shall be limited to the number who can be spared from their duties without interference to the mission of the facility.

**e.** The arbitrator will render a decision as quickly as possible, but in no event later than 30 days following the closing of the record. The arbitrator's decision shall be final and binding; however, an exception to the arbitrator's award may be filed in accordance with applicable law (5 USC 7122) and regulations. Any dispute over the interpretation of the award shall be returned to the arbitrator for resolution, if requested by either party.

**f.** The Parties will attempt to agree on the issue before the arbitrator. If the Parties fail to agree on the issue, each shall make a separate submission and the arbitrator will frame the issue from these submissions. The arbitrator shall not in any manner or form whatsoever directly or indirectly add to, detract from, or in any way alter the provisions of this Agreement.

**g.** The arbitrator has authority to award, if supported by competent and substantive evidence in the record, appropriate remedies, including reasonable attorney fees, pursuant to the provisions of 5 USC 5596.

**h.** In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance. Declaration of nongrievability will be made promptly.

**i.** The arbitrator's fees and all arbitration expenses shall be borne by the losing party. Where there is no clear winner, the arbitrator is empowered to prorate the cost among the Parties based on percentage.

## **SECTION 6. UNION OR EMPLOYER GRIEVANCES**

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

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

If no settlement is reached by the Parties, a written decision will be provided within 15 days from the submission of the grievance. The grievance may be submitted to arbitration by the aggrieved party in accordance with Section 5, Step 4 or the Parties may mutually agree to mediation in accordance with



Section 7. If mediation fails to resolve/settle the grievance, the aggrieved party may submit the grievance to arbitration in accordance with Section 5, Step 4.

**SECTION 7. MEDIATION (OPTIONAL)** The parties may mutually agree to request the assistance of a mediator at any formal step of the negotiated grievance procedure provided the management official involved has the authority to make a binding decision to resolve the grievance. Such mediation will be conducted once in accordance with the provisions of the Mike Monroney Aeronautical Center Mediation Handbook.

Upon mutual agreement of the parties to participate in mediation, an extension of the applicable negotiated time limits for up to 45 days is applied to allow for the completion of the mediation process. The outcome of the mediation process, either a written settlement agreement or a statement from the mediator that mediation was attempted but was unsuccessful, will be reflected in the grievance decision. That decision must be issued within 10 days of the completion of the mediation process. Mediated settlement agreements are subject to review for legal sufficiency prior to implementation. If the matter is unresolved or if the settlement is found to be legally deficient, the grievance may proceed to the next appropriate step in accordance with the applicable time limits of the negotiated grievance procedure.

The parties agree that in the event a bargaining unit employee seeks to participate in mediation without Union representation, the Union will be notified and provided the opportunity to be represented at any such mediation sessions that are conducted.

**SECTION 8.** Failure of a grievant to proceed with a grievance within any of the time limits specified in this Article shall render the grievance settled on the basis of the last decision given unless an extension of time limits has been agreed upon. Failure of management to render a decision within any of the time limits specified in this Article shall entitle the grievant to progress the grievance to the next step without a decision.

## **ARTICLE 8**

### **DUES WITHHOLDING**

**SECTION 1.** This Article constitutes a mutual understanding between the Parties of their respective responsibilities and of procedures, conditions, and requirements for withholding and remitting the dues of certain employees who are members in good standing of Local 2282, and who voluntarily authorize allotments from their compensation for this purpose.

**SECTION 2.** Any employee who is a member of the Unit of exclusive recognition and who is a member in good standing of the Union may authorize an allotment of pay for the payment of his/her dues for such membership, provided he/she regularly receives sufficient pay on the regularly scheduled pay days to cover the full amount of the allotment.

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

**a.** The Union agrees to inform each of its members in the Unit of the voluntary nature of the authorizing allotment of pay to cover dues and the prescribed procedure for authorizing the allotment.

**b.** The Union agrees to acquire and distribute to its members in the Unit the prescribed authorization form and to receive completed forms from members who request allotments. Standard Form 1187 (SF 1187) is the only form which may be used for this purpose.

**c.** The President, First Vice-President, or the Treasurer of the Union are designated to process completed authorization forms by completing Section "A" thereof and are responsible for ascertaining that the forms are properly completed and that the employees are members in good standing of the Union. Certified authorization forms will be submitted to the Payroll Operations Division, AMZ-400, FAA Aeronautical Center, Post Office Box 25082, Oklahoma City, OK 73125. Documentation of receipt of SF 1187 forms will be provided the Union by the payroll office.

**d.** A properly completed and certified SF 1187 will be effective at the beginning of the first pay period following receipt of the form by the Payroll Operations Division, and will continue in effect until the allotment is changed or terminated in accordance with the provisions of Sections 4 and 5.

**e.** An SF 1187 which has not been properly completed or properly certified will not be accepted and will be returned by the Manager, Payroll Operations Division, within 10 workdays after receipt by the authorizing official with notice of the reasons why it has not been processed.

**SECTION 4a.** Allotted dues will be withheld from the regular biweekly payrolls. The amount to be withheld shall be the amount of the regular dues of the member, as specified on the SF 1187, or as governed by Section 4 (b), exclusive of initiation fees, assessments, fines, and similar charges and fees.

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

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

**a.** For employees of the Unit, if the Union loses exclusive recognition for the Unit, or if this agreement is suspended or terminated by appropriate authority outside the FAA. The termination will be effective the beginning of the first pay period following the effective date of the loss of recognition or termination or suspension of this Article.

**b.** When the employee is separated from the FAA, promoted, transferred, or reassigned from the Unit for which recognition has been granted, the allotment will be terminated at the end of the payroll period in which the employee last served in a position covered by the Unit of recognition or at the end of the payroll period in which the need for the termination is known by the Program Director, Office of Financial and Budget Services.

**c.** When an employee is detailed or temporarily promoted out of the bargaining unit, dues withholding will terminate at the beginning of the first pay period following the effective date of the

action. Dues withholding will be restarted by the Payroll Operations Division when the employee returns to the bargaining unit. A new SF 1187 is not required to restart Union dues withholding. The Payroll Operations Division will promptly process Union dues termination/restart actions following receipt of the SF 50, Notification of Personnel Action, documenting the action. The Union President will be promptly notified by the Payroll Operations Division when Union dues are terminated. The affected employee is responsible for advising the Payroll Operations Division if the temporary assignment is extended or terminated early.

**d.** Upon receipt of notice from the Union that the employee is no longer a member in good standing. The allotment will be terminated at the beginning of the first pay period after receipt by the Manager, Payroll Operations Division, of notification by an authorized representative of the Union.

**e.** An employee who has authorized the withholding of Union dues may request revocation of such authorization by completion and submission of Standard Form 1188 (SF 1188) to the Payroll Operations Division, AMZ-400, provided the employee has been on dues withholding for one year. Upon receipt of a revocation form which has been properly completed and signed by the employee, the payroll office shall discontinue the withholding of dues from the employee's pay effective with the first full pay period beginning after the particular employee's anniversary date, provided the SF 1188 is received in the Payroll Operations Division no later than the last work day of the pay period that includes the employee's anniversary date. The anniversary date is the starting date of the first pay period for which dues were deducted from the employee's pay. The payroll office shall notify the Union in writing of all revocations and provide a copy of the SF 1188 at the time the revocation is made effective.

**SECTION 6a.** After completion of each pay period, the Program Director, Office of Financial and Budget Services, will remit the amount due. The remittance will be payable to AFGE Local 2282 and transmitted to the address furnished by the Union.

**b.** At the time of each remittance AFGE Local 2282 will be sent a statement giving the following information:

- (1) Identification of office or facility;
- (2) Identification of the Union Local;
- (3) Names of members for whom deductions were made, in alphabetical order, and amount of each deduction;
- (4) Names of members for whom deductions previously authorized were not made, with coding to show the reason for nondeduction;
- (5) Total number of members for whom dues were withheld; and
- (6) Amount remitted;

**c.** The Union agrees to keep the Program Director, Office of Financial and Budget Services, informed as to the current/correct business addresses of AFGE Local 2282.

**SECTION 7.** The Parties to this Agreement agree that:

**a.** Any transaction made under the provisions of this Article shall be at no cost to the Union or the employee.

**b.** Administrative errors in remittance payments will be corrected and adjusted pursuant to mutual agreement of the Parties on a case by case basis. Such adjustments will be made by the Parties in a timely manner.

**c.** The Union will notify the Program Director, Office of Financial and Budget Services, within 5 workdays when an employee with a current allotment authorization ceases to be a member in good standing.

## **ARTICLE 9**

### **PERFORMANCE APPRAISAL**

**SECTION 1.** Agency performance appraisal systems shall be developed in accordance with the purpose and intent of the FAA Performance Planning and Recognition System and regulations prescribed by the Office of Human Resource Management. Each performance appraisal system shall provide for:

**a.** Establishing performance plans which will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the job in question for each employee or position under the system.

**b.** At the beginning of each appraisal period, communicating to each employee the performance expectations and the critical outcomes of the employee's position.

**c.** Evaluating each employee during the appraisal period on such expectations.

**d.** Recognizing and rewarding employees whose performance so warrants.

**e.** Assisting employees in improving performance that does not meet expectations.

**f.** The full range of progressive disciplinary actions is available to supervisors and managers in their efforts to correct employees who continue to have performance that is below expectations. It is understood that an Opportunity to Demonstrate Performance (ODP) may be provided at any time during the corrective process, and is required prior to removal.

## **ARTICLE 10**

### **LABOR-MANAGEMENT COOPERATION**

**SECTION 1.** The Employer will upon request of the President of the Union furnish the Union a list of the names, position titles, grades, and organization of all employees within a specified Aeronautical Center area.

**SECTION 2.** The Union President and First or Second Vice Presidents may meet with the Director, Aeronautical Center and Deputy Director, Aeronautical Center, or their designees on a quarterly basis. For the meeting, to be held as scheduled, the Union will be required to present an agenda to the Director's secretary no less than 14 calendar days prior to the scheduled date of the meeting. The purpose of these meetings is to discuss matters of mutual interest and to exchange information. Such meetings may be held more often if necessary. Matters more appropriate for discussion at lower levels of management or organizations shall not be discussed at the quarterly meetings.

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

**SECTION 4.** The Employer will inform each new Unit employee that AFGE Local 2282 is the exclusive representative. The Employer will provide the Union President, or designee, a list of new Unit employees for the purpose of allowing the Union to schedule an orientation session in which the role and responsibilities of the Union are explained. The management representative will not be present during the Union orientation. Copies of the negotiated agreement will be provided to new bargaining unit members by the Union at this time. This orientation will be conducted on official time and will not exceed 1 hour in length.

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

**SECTION 6.** The Parties recognize that pursuant to 5 USC, Chapter 71 any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a nonduty status. The Union agrees to cooperate with the Employer in eliminating any such activities which are being conducted by employees in a duty status contrary to law.

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

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

## **ARTICLE 11**

### **PARTNERSHIP**

**SECTION 1.** Through a collaborative process designed to utilize the strengths of both Parties to best serve Aeronautical Center employees, customers, and mission, the purpose of partnership is to work together to craft innovative systems and solutions that efficiently deliver high-quality/high-value services to customers while providing a quality work environment for employees. This relationship will be based on trust, mutual respect, open sharing of information, consensus problem solving, and shared accountability. Partnership is accomplished through the use of councils and other related business interactions between the Parties. The conceptual and procedural framework for partnership is as outlined in Appendix III.

**SECTION 2.** Decisions reached through the partnership process will be presented to the Union if those decisions will affect change(s) in conditions of employment for bargaining unit employees, prior to implementation. Negotiations will proceed in accordance with Article 36, if requested by the Union.

**SECTION 3.** The Parties agree that there will be established an AFGE/MMAC Partnership Council.

**SECTION 4.** The Council will consist of equal numbers of AFGE and MMAC Management representatives.

**SECTION 5.** Partnership councils may be established at lower levels within the AFGE center-wide bargaining unit.

- a.** These councils do not have the authority to modify this agreement;
- b.** Issues addressed by these councils must be specific to that Council's area/organization;
- c.** Issues beyond the scope of lower level councils may be raised to the MMAC/AFGE Partnership Council.

## **ARTICLE 12**

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

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

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

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

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

## **ARTICLE 13**

### **ALCOHOLISM AND DRUG USE**

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

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

## **ARTICLE 14**

### **POSITION DESCRIPTIONS**

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

## **ARTICLE 15**

### **LOANS, DETAILS, AND TEMPORARY PROMOTIONS**

#### **SECTION 1. LOANS**

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

#### **SECTION 2. DETAILS**

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

**a. DETAILS TO THE SAME OR LOWER GRADE** Details to the same or lower grade are limited to an initial period not to exceed 2 years and with no reduction in basic pay. The assignment may be extended beyond 2 years if the Line of Business determines there is a critical need. An employee detailed to the same or lower grade will be informed of the reason for the detail and the anticipated duration of the detail. The affected employee(s) may discuss alternatives with management.

**b. DETAILS TO A HIGHER GRADE** Details within the bargaining unit to positions or duties at a higher grade will be limited to 6 months in a 12 month period unless a competitive process is applied to the selection. Employees detailed in excess of 30 consecutive calendar days to a higher grade position for which they meet minimum qualifications will be temporarily promoted in accordance with SECTION 3 of this article.



**c. RECORD OF DETAIL** The Employer will provide a method for recording details in excess of 30 consecutive calendar days to ensure that the employee receives credit for the experience gained in the position. If an employee is intermittently detailed or performing the majority of duties of another position for a period of 30 consecutive calendar days or less, the employee may submit written documentation of the additional experience, signed by the supervisor, to the Office of Human Resource Management.

### **SECTION 3. TEMPORARY PROMOTIONS**

Employees detailed to a higher grade position, for which they meet minimum qualifications, for a period in excess of 30 consecutive calendar days shall be temporarily promoted. This temporary promotion shall be affected in accordance with applicable laws, FAA regulations, and this Agreement. Selections for noncompetitive temporary promotions will normally be made from among qualified employees in the immediate work unit using documented rationale. Such promotions, if operationally feasible, will be rotated among equally qualified employees.

## **ARTICLE 16 COMPENSATION**

**SECTION 1.** The basic compensation system for bargaining unit employees shall be the FAA Core Compensation Plan. Upon a minimum 120-day notice of Core Plan implementation, the Parties agree to reopen the compensation article and related articles for discussion of Core Plan impacts. These discussions will be completed within the notice period.

Except as modified by this agreement, the employee compensation system shall remain status quo until such time as the implementation of the Core Compensation Plan is completed.

## **ARTICLE 17 INTERNAL PLACEMENT/PROMOTIONS**

**SECTION 1.** Promotions shall be made in accordance with applicable laws and FAA regulations. The Employer will utilize to the maximum extent possible the skills and talents of its employees. Notification of Merit Promotion opportunity in the bargaining unit will normally be limited to the organizations serviced by the Aeronautical Center Office of Human Resource Management.

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

**SECTION 3.** Internal Aeronautical Center vacancies will be announced for a minimum of 14 calendar days prior to the closing date to give employees an opportunity to bid on the position. Bid packages must be received in the servicing Human Resource office by the close of business of the fourteenth day of the notice period. External vacancies may be announced using any area of consideration and open period which may be reasonably expected to produce a sufficient number of well qualified candidates.

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

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

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

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

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

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

**SECTION 10.** Employees selected for a developmental position shall be promoted at the completion of 52 weeks in the developmental position provided the following conditions are met:

**a.** The employee has been fully trained to perform the duties of the next higher grade, meets outlined developmental expectations, and has a current performance rating of "Meets Expectations".

**b.** Work is available at the next higher grade.

**c.** No administrative restrictions on such promotions have been imposed by higher authority. A promotion delayed under this provision will be processed on the earliest possible effective date.

Management is responsible to notify employees in writing no later than the 50<sup>th</sup> week of the intent to delay the promotion and the reason(s) for the delay. Promotion at an earlier date shall be dependent on the employee meeting qualifications standards and other official requirements and the demonstration of performance at the higher grade level.

**SECTION 11.** To the extent practical when filling bargaining unit positions under this agreement by either promotion or ingrade reassignments, the Employer shall consider bargaining unit members prior to filling from another source.

**SECTION 12.** Management may interview some, none, or all applicants for a position. In the event a referred applicant is not interviewed, the rationale for the Employer's decision not to interview all referred applicants will be provided in writing to the employee and/or the Union, upon request. In order to ensure feedback concerning the application process, the applicant must submit FAA Form 3330-42, Request for Promotion Consideration and Acknowledgement, with his/her application. Feedback shall be provided by the selecting official to a referred applicant who is non-selected, upon request.

## **ARTICLE 18**

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

## **ARTICLE 19**

### **TRAINING**

**SECTION 1.** The Employer and the Union agree that the training and development of employees is of critical importance in carrying out the mission of the FAA. In recognition of this, the Employer will provide training and career development opportunities to employees of the bargaining unit. The Employer is responsible for ensuring that all employees receive the training necessary for the performance of the employee's assigned duties.

**SECTION 2.** Upon request, the representatives of the Parties will meet to discuss training requirements and priorities.

**SECTION 3.** The Employer will make every reasonable effort to arrange employees' hours of work to accommodate employees pursuing education and training which is of mutual benefit to the Employer and employees, consistent with mission requirements. Special arrangements made in accordance with this section will not interfere with the rights of other employees.

**SECTION 4.** The supervisor shall inform employees, at least annually, about training opportunities. Upon request, the supervisor will advise individual employees of training opportunities that meet identified educational or career objectives.

## **ARTICLE 20**

### **HOURS OF WORK**

**SECTION 1.** The Employer agrees to provide the following:

**a.** Assignments to tours of duty shall be scheduled in advance normally for periods of not less than 4 weeks unless legitimate mission requirements dictate otherwise.

**b.** The administrative workweek shall be 7 consecutive days, Sunday through Saturday. The basic workweek shall be Monday through Friday, and the 2 days outside the basic workweek shall be consecutive unless legitimate mission requirements dictate otherwise.

**c.** The working hours in each day in the basic workweek shall normally be between the hours of 6 a.m. and 6 p.m.

**d.** The occurrence of holidays shall not affect the designation of the basic workweek.

**e.** Under AWS procedures, breaks in working hours of more than 2 hours shall not be scheduled in any basic workday unless mutually agreeable to Employer and employee.

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

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

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

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

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

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

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

**SECTION 9.** The Employer recognizes the mutual benefits to be derived from the stability of Union officers and stewards within the Unit. Therefore, the Employer agrees to make every reasonable effort consistent with operational needs, to avoid the transfer of Union officers and stewards from one shift to another or one work area to another. Normal rotational assignments are not considered shift changes for the purposes of this Section. Every reasonable effort will be made to assure that the Union President and First Vice President remain on the shift they were on when they assumed Union office. Shift changes may be made at the request of the individual.

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

**SECTION 11. TELECOMMUTING.** The Parties agree that Telecommuting is available to bargaining unit employees. Requests to participate will be processed in accordance with the FAA Telecommuting Handbook.

## **ARTICLE 21**

### **OVERTIME**

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

**SECTION 2.** A rotational system will be established whereby equally qualified employees, as determined by the supervisor, within the lowest organizational unit are given the opportunity to perform overtime work assignments on an equitable basis insofar as the requirements of the organization permit. Supervisors are responsible for ensuring the maintenance of suitable records, where required, of overtime worked and refused to ensure that each employee receives substantially the same consideration. Such records may be reviewed by the Union Representative. Supervisors shall not assign overtime work to employees as a reward or penalty.

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

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

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

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

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

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

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

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

## **ARTICLE 22**

### **ANNUAL LEAVE**

**SECTION 1.** It is mutually agreed that annual leave is the right of the employee. However, the determination as to the time and amount of annual leave to be granted is the responsibility of the employee's immediate supervisor. The decision to approve or disapprove annual leave must be based on operating requirements and emergency conditions in relation to the number of employees and skills available to perform work. Except as otherwise provided for by law, rule, or regulation, the Employer retains the right to cancel leave under this agreement. For these reasons, requests for annual leave shall be made to the immediate supervisor. If the immediate supervisor is not available, when applicable, the team coordinator/leader may approve short term leave or emergency leave. If for any reason an employee's request for annual leave cannot be granted, the supervisor will inform the employee of the reason. The employee may then submit an annual leave request to the supervisor on a Standard Form 71, Application for Leave. If the supervisor disapproves such annual leave requests, the reason will be annotated on the Standard Form 71. Leave may only be denied in order to meet legitimate operating requirements or for other justifiable and legitimate reasons.

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

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

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

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

**SECTION 6.** The Employer shall not publicly post individual annual leave balances. However, employees may voluntarily coordinate individual leave schedules.

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

## **ARTICLE 23**

### **SICK LEAVE**

**SECTION 1.** A request for sick leave must be made to the immediate supervisor. When applicable, the team coordinator/leader may approve short term or emergency leave. Unless prior arrangements have been made, an employee must request sick leave at the beginning of each day of sick leave required. When sick leave is requested by telephone and the supervisor or other person designated by management to receive such requests is unavailable, the employee must leave a message providing the specifics of the sick leave request to include a telephone number where the employee can be reached within 4 hours of the telephone call. This call meets the requirements of this Section. If the leave approving official requires additional information to approve the leave, he/she must call the employee on the telephone number provided within 4 hours and advise the employee of the status of their leave request and any additional information required.

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

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

**SECTION 4.** Advance sick leave may be granted in any amount up to 30 days. First level supervisors may be authorized to approve requests for advance sick leave totaling no more than 40 hours, otherwise, approval authority is at the second level of supervision. A grant of advance sick leave is subject to the following conditions.

a. A review of past sick leave usage will be made to determine the appearance of abuse of sick leave and the probability of the employee repaying the leave.

b. The medical status of the employee has been certified by a health care provider. Certification must show the diagnosis, prognosis, and when the employee can be expected to return to duty. This requirement may be waived by the Employer in individual cases.

c. The advance is made with the understanding that it will be charged to sick leave subsequently earned.

d. The amount of sick leave advanced shall be limited to the least amount required.

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

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

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

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

**SECTION 9.** Federal Employee Retirement System (FERS) 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 40 percent of the value of his or her accumulated sick leave provided that balance exceeds 240 hours as of the effective date of their retirement.



**ARTICLE 24**  
**LEAVE WITHOUT PAY**  
**FOR UNION REPRESENTATION**

Leave without pay may be granted to a member of the Union to serve with AFGE for up to 1 year. Extensions will be granted by the Director, Aeronautical Center for subsequent 1 year periods upon request unless legitimate operating requirements dictate otherwise. The total duration may not exceed the terms of the appointed or elected position in AFGE of the affected employee.

**ARTICLE 25**  
**LEAVE FOR SPECIAL CIRCUMSTANCES**

**SECTION 1. SICK LEAVE TO CARE FOR FAMILY MEMBERS**

**a.** Full-time employees may use a total of up to 40 hours (5 workdays) of sick leave per leave year to (1) give care or otherwise attend to a family member having an illness, injury, or other condition which, if an employee had such a condition, would justify the use of sick leave by the employee; or (2) make arrangements or attend the funeral of a family member. The 5 days of sick leave available to employees for the above purposes may be advanced to the employee.

**b.** A full-time employee who maintains a balance of at least 80 hours of sick leave may use an additional 64 hours (8 workdays) of sick leave per leave year for these purposes, bringing the total amount of sick leave available for family care and bereavement purposes to a maximum of 104 hours (13 workdays) per leave year for employees who satisfy this condition.

**c.** A part-time employee or an employee with an uncommon tour of duty will be able to use the number of hours of sick leave normally accrued during a leave year for the purposes outlined above.

**d.** A family member means the following relatives of the employee: spouse, and parents thereof; children, including adopted children and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

**SECTION 2. FAMILY AND MEDICAL LEAVE**

The Parties agree that requests for family and medical leave under the Family and Medical Leave Act of 1993 will be processed in accordance with the Act and governing rules and regulations.

**SECTION 3. SICK LEAVE FOR ADOPTION**

**a.** Employees will be permitted to use sick leave for purposes related to the adoption of a child. Sick leave requested in connection with an adoption may include appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

b. When required by the exigencies of the situation, management may advance up to 30 days of sick leave for adoption-related purposes. When requesting advanced sick leave, the employee will provide documentation to substantiate the request.

#### **SECTION 4. BONE MARROW/ORGAN DONATIONS**

a. An employee is entitled to 7 days of excused absence, without charge to annual or sick leave, each calendar year to serve as a bone-marrow or organ donor.

b. For medical procedures and recuperation requiring absences longer than 7 days, management is encouraged to continue to accommodate employees by granting additional time off in the form of excused absence, accrued sick leave and/or annual leave, as appropriate; leave without pay; and advanced sick and/or annual leave.

#### **SECTION 5. LEAVE FOR BLOOD DONATIONS**

a. Employees must request excused absence for this purpose and obtain approval from the first-level supervisor, subject to the operational demands of the organization. Upon approved request, employees will be granted up to 4 hours of excused absence, without charge to annual or sick leave, in connection with each blood donation.

b. Excused absence for blood donations is for the sole purpose of traveling to and from the site where blood will be donated, clinical time for extraction of the blood, and recuperation or recovery time required as a result of donating blood. Recuperation time shall be taken immediately following the blood donation.

c. Upon return to work, employees must furnish documentation, signed by an official of the institution receiving the donation, which reflects the date, time, and location of the donation.

d. Excused absence for this purpose is only authorized for employees who donate blood. Employees who sell their blood are not authorized excused absence but must be charged annual leave or leave without pay.

### **ARTICLE 26**

#### **EXCUSED ABSENCE**

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

## **ARTICLE 27**

### **FURLOUGHS FOR 30 DAYS OR LESS**

**SECTION 1.** Furloughs for 30 days or less shall be administered in accordance with prescribed laws and FAA regulations.

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

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

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

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

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

## **ARTICLE 28**

### **REDUCTION-IN-FORCE**

**SECTION 1.** Reductions-in-force (RIF) shall be administered in accordance with the FAA Personnel Management System, Office of Human Resource Management regulations, and this agreement.

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

The Union will be notified of the reason for the reduction-in-force, the approximate effective date, and the number of positions to be reduced. At this time, the Union President may submit proposals for negotiation concerning the procedures management will follow within the scope of 5 USC and the Employer's authority.

## **ARTICLE 29**

### **PAGERS**

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

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

**ARTICLE 30**  
**HAZARDOUS DUTY/ENVIRONMENTAL**  
**DIFFERENTIAL PAY**

**SECTION 1.** Employees involved in the performance of hazardous duty in accordance with Agency Order 3550.10 (1971) will be compensated as appropriate.

**SECTION 2.** If at any time an employee believes that they are entitled to differential pay under this Article due to the nature of their job, they will contact the Union. The Union will in turn contact the Employer and request to negotiate.

**ARTICLE 31**  
**HEALTH AND SAFETY**

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

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

**SECTION 3.** The Union shall have 1 representative on the Aeronautical Center Safety Committee. The Union Representative shall attend safety committee meetings on official time, if otherwise in a duty status.

**SECTION 4.** When safety and health inspections are performed by professional or agency designated safety and health inspectors, which will result in the completion of FAA Form 3900-1 or 3900-2, a Union representative who would otherwise be on duty shall be afforded an opportunity to accompany the inspector while the inspector is in the bargaining unit.

**SECTION 5.** Protective equipment and clothing as required by applicable laws and agency regulations, shall be provided by the Employer. Safety equipment damaged through no fault of the employee may be replaced upon request.

**SECTION 6.** The Employer shall not assign an employee to work alone in a known potentially dangerous operation unless provisions have been made for prompt assistance to the employee in the event of an accident.

**SECTION 7.** The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers.

**SECTION 8.** The Employer will assist employees who are injured on the job in the completion of proper injury compensations forms.

**SECTION 9. ATTIRE** Employees should come to work dressed suitably for the job to be performed. In those cases where the work assignment during the day requires other attire, the Employer agrees to provide reasonable time for the employee to change to appropriate clothes. The Employer agrees, where feasible, to provide access to adequate facilities for changing clothes.

## **ARTICLE 32**

### **TRAVEL AND PER DIEM**

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

**SECTION 2.** Employees on temporary duty away from their designated post of duty shall not be required to utilize military quarters when adequate private accommodations are available.

**SECTION 3.** In the event military quarters are the only quarters available at TDY locations for training, the Employer shall request every privilege afforded other civilian students for the duration of the TDY.

**SECTION 4.** Employees may participate in AWS to the extent that it corresponds with the function(s) to be performed while in the TDY status.

**SECTION 5.** The Employer will compensate employees for those hours spent in a travel status that are outside the employee's scheduled duty hours. Such compensation shall, at the sole discretion of management, consist of:

- a.** Fifty percent (50%) compensatory time, unless the Fair Labor Standards Act (FLSA) or FAA travel guidelines provide a greater benefit;
- b.** Or one third (1/3) of the hours of travel time outside of scheduled duty hours, compensated at the true time and one-half rate, unless the Fair Labor Standards Act (FLSA) or FAA travel guidelines provide a greater benefit. In no event shall this overtime compensation include Holiday, Sunday, and/or Night Differential Pay.
- c.** Travel outside regular duty hours may be required, at the discretion of management, to enhance mission accomplishment and ensure maximum cost savings.
- d.** See Appendix IV for an example of the Travel Compensation Worksheet and associated instructions and guidelines.

## **ARTICLE 33**

### **CONTRACTING OUT**

**SECTION 1.** The Union shall be notified in writing when an A-76 cost comparison study is to be initiated which may result in a transfer to contract performance services currently performed by Unit employees. The Union will be promptly notified, in writing, when management decides to effect a direct conversion of work currently performed by unit employees to contract performance.

**SECTION 2.** The Union may file an appeal of cost comparison determinations which favor contract performance. Appeals shall be filed in accordance with appropriate regulations in effect at the time of the determinations.

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

**SECTION 4.** In the interest of minimizing adverse actions and/or reducing separations of career employees affected by decisions to permanently contract-out work currently performed by Unit employees, the Employer agrees to consider restricting new hires. Employees displaced as a result of the decisions to contract-out will be given consideration for vacant positions for which they are qualified and the Employer intends to fill, which are at the same or lower grade as the employee being displaced.

**SECTION 5.** The Employer agrees to provide individuals whose jobs are abolished as a result of conversion to contract appropriate counseling, upon request.

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

## **ARTICLE 34**

### **USE OF OFFICIAL FACILITIES**

**SECTION 1.** The Employer shall provide meeting space for the Union's regular monthly meetings upon request. Such meetings shall be held during the nonduty hours of the employees involved and shall not extend beyond 9 p.m. The Union shall be responsible for ensuring that the space is left in the same condition in which it was found.

**SECTION 2.** The Employer shall furnish the Union suitable space, provided space is available and the use of the space does not interfere with operational/training requirements of the Aeronautical Center. In no case shall the Employer be required to purchase equipment for use by the Union and if at any time furnished equipment or space becomes needed for official Government business, other available suitable space will be assigned in accordance with this Section.

**SECTION 3.** Union officials and stewards will have reasonable access to Government telephones for use when necessary in conducting proper labor-management relation activities. The Parties recognize and understand that the misuse of telephones by anyone may serve as grounds for appropriate action designed to correct the misuse.

**SECTION 4.** The Employer agrees to provide the Union with a telephone which has access to the Federal Telecommunications System (FTS). Use of FTS is limited to the collective bargaining relationship at the Mike Monroney Aeronautical Center. The FTS is not to be used for personal calls.

**SECTION 5.** The Employer shall provide adequate bulletin board space for the posting of Union material. In addition to the bulletin board space currently used by the Union in work areas, the Union will be provided bulletin board space in the two main cafeterias. The Parties recognize that the posting of scurrilous or inflammatory material is prohibited.

**SECTION 6.** Newsstands for the Union literature may be placed at the entrance to the cafeterias in the Headquarters Building, Airmen Records Building, and in the lunch rooms in buildings where bargaining unit employees work. Stands shall be subject to the approval of the Employer in terms of their suitability from the standpoint of decor.

**SECTION 7.** The Union will be permitted to use the internal mail system and cc:Mail for communicating on proper labor relations subjects. In no event shall either system be used for internal Union communications.

**SECTION 8.** The Union will be permitted to use Agency copy machines to reproduce copies of their grievances and other material necessary for conducting proper labor relations business. The Union may use a designated FAX machine. All faxes sent long distance will be logged.

## **ARTICLE 35**

### **PARKING**

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

**SECTION 2.** Upon request the Union President will be provided a reserved parking place.

## **ARTICLE 36**

### **CHANGES IN AGREEMENT AND PAST PRACTICES**

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

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

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

**ARTICLE 37**  
**CONTRACT REOPENING**

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

**ARTICLE 38**  
**EFFECTIVE DATE AND DURATION**

**SECTION 1.** This Agreement is for a period of 3 years and shall become effective on the date it is approved by the FAA Administrator or his/her designee. Thereafter, it shall automatically renew for 1 year unless either Party gives written notice to the other of its desire to amend or terminate the Agreement. The written notice must be given not more than 105 calendar days or less than 60 calendar days proceeding the expiration date of the Agreement. Within 30 days after receipt of the written notice, the Parties will meet and begin negotiations. If negotiations are not completed prior to the expiration date, this Agreement shall remain in full force and effect until a new Agreement is reached. If this Agreement is automatically extended under the terms of this Article, the laws, regulations, and policies of pertinent governmental agencies current at the time of extension shall be controlling in the event of conflict or incompatibility with the Agreement.



## **APPENDIX I**

### **GLOSSARY OF TERMS AND ACRONYMS**

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

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

**CSRA:** Civil Service Reform Act. 5 USC passed in 1978.

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

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

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

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

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

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

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

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

**MMAC:** Mike Monroney Aeronautical Center. The Employer.

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

**OMB:** Office of Management and Budget.

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

**Or equivalent:** The designation that recognizes that not all organizations are the same. This also allows the use of team coordinators, team leaders, etc., to perform certain functions under this agreement.

**PER:** Performance Evaluation Report. The employee's annual appraisal.

**Probationary employee:** An employee in his/her first 12 months of permanent full-time Federal employment. A probationary employee may be "summarily dismissed" according to the U.S. Supreme Court.

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

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

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

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

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

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

**APPENDIX II**  
**ALPHABETICAL LISTING**

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## **APPENDIX III**

### **Partnership**

#### **A Conceptual and Procedural Framework**

##### **I. Concept**

A. Partnership, as envisioned by EO 12871 and practiced by the Parties, may be viewed, in essence, as a management activity. This does not imply that management “owns” the activity, it simply acknowledges that the products that emerge from the partnership process have traditionally been derived from the internal management process alone. The fruits of partnership activities are, in fact, management decisions derived collaboratively through consensus that may impact conditions of employment of bargaining unit employees. These management decisions may include matters involving the exercise of management rights outlined in 5 USC 7106(a) and/or 5 USC 7106(b)(1). If those decisions propose changes to conditions of employment of bargaining unit employees, the exclusive representative of affected bargaining unit employees must be provided with notice and the opportunity to bargain the change(s) prior to implementation, in accordance with 5 USC Chapter 71. Consistent with Section 3 of EO 12871, partnership activities are intended solely to improve the operation of the Executive Branch of government and give rise to no entitlement to third party enforcement of decisions obtained under partnership.

B. History demonstrates that efforts by Unions to negotiate their participation in the “management deliberative process preliminary to the exercise of management rights” under the Federal Service Labor-Management Relations Statute have been unsuccessful (See 14 FLRA 408). However, employee participation, through their Unions, in discussions of employment matters affecting them has long been recognized as holding potential for increased efficiencies, when such activities are established by voluntary agreement. EO 12871, by establishing a framework for such participative management, provides the vehicle for realizing the efficiencies to be gained from such activity. When viewed in the context of recent FLRA caselaw regarding attempts to “enforce” the various provisions of EO 12871 (See 51 FLRA No.36 [negotiability]; BN-CA-41011[ALJ decision on ULP], July 31,1996), it becomes increasingly clear that partnership is an exercise in participative management that remains subject to the requirements of 5 USC Chapter 71. The challenge for the participants in any partnership effort is to conduct themselves in a manner consistent with both EO 12871 and 5 USC Chapter 71.

##### **II. Procedure**

A. Matters worthy of consideration of management action which potentially affect conditions of employment of bargaining unit employees may, in accordance with their respective charters, be brought before Partnership councils for consideration and decision, as appropriate. These matters may include subjects considered to be within “management’s rights” (5 USC 7106(a)), as well as those subjects considered to be “permissive subjects”(5 USC 7106(b)(1)). Efforts to arrive at decisions concerning such matters will employ consensual decision making techniques and processes.

B. Decisions reached by consensus through the partnership process will be presented to the exclusive representative of affected bargaining unit employees if those decisions will effect change(s) in conditions of employment for those employees, prior to implementation. Negotiations will proceed in accordance with 5 USC Chapter 71, if requested by the exclusive representative.

C. In the event that consensus cannot be reached on a particular matter in the Partnership Council, the parties will remove that matter from the partnership process. Management and the exclusive representative may proceed with negotiation of the particular matter in accordance with the requirements of 5 USC Chapter 71. The parties' access to third party intervention in negotiation disputes is confined to bargaining conducted under 5 USC Chapter 71.

## APPENDIX IV

### Travel Compensation Worksheet AFGE Bargaining Unit

Notes:

1. This Travel Compensation Worksheet will be used by employees and supervisors to aid them in calculating compensation due.
  - a) Adjusted compensatory time/overtime hours will be entered on the Time & Attendance Log.
  - b) The Travel Compensation Worksheet will be signed by the traveler, approved by the supervisor in advance, and attached to the T&A log upon completion of the TDY assignment.
2. Travel hours outside of scheduled tour of duty are calculated using the total elapsed time in this status. Elapsed travel time during the scheduled tour of duty is subtracted from total elapsed travel time to perform the calculation. The central time zone will be used for calculation purposes.
3. The maximum number of eligible hours in a travel status attributed to delays *beyond the control of the traveler* is capped at 6 hours per itinerary (i.e. round-trip travel agenda).
4. For ease in computing compensable travel time, convert hours to minutes, then divide according to the instructions on the appropriate line. Convert the results back to hours/minutes and record the adjusted times/amount in the appropriate column.
5. Compensatory time/Overtime will be recorded to the nearest minute. In performing mathematical calculations to determine compensable time, fractional results of .5 or greater shall be rounded up to the next minute.
6. "Commercial Carrier" means all forms of transportation except POV.
7. Final TDY destination point is lodging facility or duty location.
8. When multiple destination points are involved in an itinerary, multiple worksheets may be required.
9. When a traveler extends a travel itinerary for personal reasons, the traveler will not be compensated for the additional time.
10. For planning purposes, an employee cannot be directed by management to return to their origination point if the commercial carrier's scheduled arrival time is later than 11:00 P.M. However, an employee may volunteer to return past the 11:00 P.M. timeframe and be compensated.
11. Shift adjustments may be utilized, as appropriate, to maximize cost savings for travel purposes.
12. The method of payment for compensable travel time (e.g. compensatory time or overtime) is a management decision.
13. FAA Travel Policy will be used to determine the most advantageous mode of travel. The planned itinerary for this travel mode provides the baseline for cost comparison and compensation purposes. Travel compensation is not a factor in determining the most advantageous mode of travel.
14. The traveler should follow existing organizational procedures for requesting and recording overtime and/or comp time.

\_\_\_\_\_  
Traveler's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

# Travel Compensation Worksheet

## AFGE Bargaining Unit

Name:		Travel Authorization Number:			
Departure Date:		Scheduled Tour of Duty on departure date:			
Return Date:		Scheduled Tour of Duty on return date:			
Departure Data		Estimated Eligible Hours/Min (Note 2)	Start Time	Stop Time	Actual Eligible Hours/Min (Note 2)
1. Calculate departure travel hours <i>outside</i> of scheduled tour of duty.					
a) <i>If Commercial Carrier is deemed most advantageous mode of transportation:</i> Eligible travel time begins one hour prior to commercial carrier scheduled departure time and ends at actual arrival time at final TDY destination.					
b) <i>If POV travel to final TDY destination is deemed most advantageous mode of transportation:</i> Eligible travel time is actual elapsed time.					
c) If the above conditions do not apply, go to Line 3.					
2. Type of compensation preferred (Traveler perform both calculations and place a check mark in the preferred box below):					
a) <input type="checkbox"/> Overtime – Line 1 results divided by 3 (Note 4)					
b) <input type="checkbox"/> Comp time – Line 1 results divided by 2 (Note 4)					
Return Data					
3. Calculate return travel hours <i>outside</i> of scheduled tour of duty.					
a) <i>If Commercial Carrier is deemed most advantageous mode of transportation:</i> Eligible travel time begins at actual commercial carrier departure time and ends one hour after actual arrival time at official duty station.					
b) <i>If POV travel to official duty station or residence is deemed most advantageous mode of transportation:</i> Eligible travel time is actual elapsed time.					
c) Stop here if the above conditions do not apply.					
4. Type of compensation preferred (Traveler perform both calculations and place a check mark in the preferred box below):					
a) <input type="checkbox"/> Overtime – Line 3 results divided by 3 (Note 4)					
b) <input type="checkbox"/> Comp time – Line 3 results divided by 2 (Note 4)					
Comments: _____					
_____					





Federal Labor Relations  
Authority (FLRA)  
Certification  
for  
AFGE, Local 2282

DA-RP-17-0017

August 31, 2017





UNITED STATES OF AMERICA  
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY  
DALLAS REGION

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FEDERAL AVIATION ADMINISTRATION  
MIKE MONRONEY AERONAUTICAL CENTER  
OFFICE OF REGIONS AND CENTER OPERATIONS  
OFFICE OF THE ASSISTANT ADMINISTRATOR FOR FINANCE AND MANAGEMENT  
OKLAHOMA CITY, OKLAHOMA  
(Petitioner/Component Agency)

and

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 2282, AFL-CIO  
(Labor Organization)

and

NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO  
(Labor Organization)

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DA-RP-17-0017

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"corrected"  
DECISION AND ORDER

**I. Statement of the Case**

The Federal Aviation Administration, Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma (FAA) filed this petition on May 5, 2017. The petitioner states that, due to a reorganization, the description of the bargaining unit, represented by the American Federation of Government Employees, Local 2282, AFL-CIO (AFGE Local 2282) is no longer correct.

Additionally, in November 2016, the Office of Budget and Performance (AMB) was reorganized and renamed. Due to this reorganization, the AMB, now called ABP-550, is no longer appropriately included in the bargaining unit represented by AFGE Local 2282.

On June 22, 2017, the National Air Traffic Controllers Association, AFL-CIO (NATCA), submitted a request to intervene in this matter, which was granted. NATCA represents a unit of professional and non-professional employees at FAA and asserts that the employees of ABP-550 are properly included in its unit.

Upon the parties' stipulation of fact, I have completed my investigation<sup>1</sup> and conclude as follows:

## **II. Findings**

On June 8, 2015, in Case No. DA-RP-14-0006, a Certification of Consolidation of Units was issued by the San Francisco Regional Director certifying AFGE Local 2282 as the exclusive representative of the following unit of employees:

- Included: All professional and nonprofessional employees of the Mike Monroney Aeronautical Center, Office of Regions and Center Operations (ARC), Office of the Assistant Administrator for Finance and Management (AFN), Federal Aviation Administration, Oklahoma City, Oklahoma.
- Excluded: All employees of the FAA Academy; management officials; supervisors; temporary employees with appointments less than thirty days, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

On January 25, 2016, in Case Nos. WA-RP-14-0012 and WA-RP-14-0014, a Certification of Representative was issued by the San Francisco Regional Director, certifying NATCA as the exclusive representative of the following unit of employees:

- Included: All professional and nonprofessional employees nationwide of the Office of the Assistant Administrator for Finance and Management (AFN), Federal Aviation Administration.
- Excluded: All employees of the Mike Monroney Aeronautical Center, Regions and Center Operations (ARC), AFN, including all employees of the FAA Academy, Oklahoma City, Oklahoma; management officials; supervisors; temporary employees with appointments less than thirty days, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

In late 2016, the FAA realigned the Mike Monroney Aeronautical Center (AMC) to report directly to the Assistant Administrator for Finance and Management (AFN). In addition, the Office of Regions and Center Operations (ARC) was renamed Regions and Property Operations (ARO).

As a result of this reorganization, the AMC now reports directly to the AFN. At the time of the reorganization, the internal structure of the AMC did not change. The pre-existing FAA Logistics Center (FAALC), Enterprise Service Center (ESC), Office of Facility Management (AMP), Quality Systems and Business Resources Staff (AMC-3), and Office of Budget and Performance Management (AMB) were subdivisions within the AMC/AFN structure.

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<sup>1</sup> The parties submitted a stipulation in lieu of a hearing. In reaching the disposition herein, the undersigned has approved the stipulation and considered only those facts contained in the stipulation.

The mission of the FAALC is to provide parts and logistics services in support of the National Airspace System (NAS) and organic repair for the FAA. The FAALC also manages the central NAS inventory warehouses and distribution facilities for FAA. The FAALC also provides routine and emergency logistics products and services to over 8,901 FAA customers at facilities nationwide and provides logistics support for more than 48,000 systems nationwide.

The ESC assists agencies with a wide range of business needs, including: Financial Services, Multi-Media Solutions, Wireless, IT/ISS Security, Delphi New Customer Implementations, Applications Training, and Applications Development & Sustainment. The ESC provides financial management services to 40 federal agencies. The ESC also provides accounting and system support services to several organizations including the FAA.

The AMP is responsible for maintaining and operating the AMC's physical facility. The AMP also manages the AMC's environmental programs, occupational safety and health initiatives, and emergency readiness response programs. Architects and Engineers of the AMP also work with contractors to design and construct new buildings to meet the space management needs of all employees at the AMC.

The AMC-3 is responsible for providing corporate services to support the Aeronautical Center Director. These corporate services include the management of employee recognition programs, ISO certification & implementation, strategic and business planning, project management, corporate communication, community outreach, and corporate training.

At the time of the reorganization, the AMB served in an advisory capacity to the AMC on a variety of budget and cost performance issues. The AMB consists of approximately ten bargaining unit employees, which helped identify and define the AMC's budgetary needs and assisted in utilizing other resources effectively. The office also oversaw the FAA Franchise Funds and capitalized assets within the fund.

Effective November 2016, AMB was reorganized and renamed: AMB became ABP-550. As part of the reorganization, ABP-550 no longer reports through AMC, but reports directly to AFN. As a result of that reorganization, the parties assert that the employees of the ABP-550 are no longer within the unit exclusively represented by AFGE Local 2282. The employees of ABP-550 are now appropriately included in the unit of employees exclusively represented by NATCA.

### **III. Analysis and Conclusions**

Upon the entire record of the case, including the Stipulation of the Parties, I find as follows: For the purposes of deciding the issues raised by the petition, I approve the Stipulation entered into by the Parties. For the purposes of this case, the record of this case shall consist of the formal documents and the Stipulation. Section 7111(b)(2) of the Statute provides for the amendment of existing units. Based upon the foregoing and the Stipulations of the parties, I find that the proposed amendment of the existing AFGE Local 2282 bargaining unit is appropriate under the provisions of Section 7111(b)(2) of the Statute.

As a direct result of the elimination of the ARC, I find that the AFGE Local 2282 certification as currently certified does not accurately reflect the name of the agency as noted above. Further, taking official notice of the change of the agency's name in the certification is necessary to ensure clarity and to promote efficient future dealings between the parties relating to labor/management rights and duties.

I also find that the community of interest of the AFGE Local 2282 bargaining unit employees, excluding the ten employees of ABP-550, will not be impacted by the proposed amendment. As such, the unit of employees employed by the agency and represented by AFGE Local 2282 continues to have a clear and identifiable community of interest. In this regard, the employees continue to share a common mission and chain of command. Further, the employees' conditions of employment have not changed.

I, therefore, conclude that amending the existing AFGE Local 2282 unit description and certification will ensure clarity as to the nature and scope of the parties' continuing relationship and will promote effective dealings and efficiency of agency operations.

I further conclude that the ten employees of ABP-550 are no longer appropriately included in the unit described by the AFGE Local 2282 certification. These employees are included in the NATCA unit under its express terms and including them would not render the unit inappropriate.



#### IV. Order

Accordingly, for the reasons stated herein, and the Parties having waived their right to a hearing on this matter in accordance with Section 2422.20 of the Rules and Regulations of the Authority and having further waived their right to file an application for review of this Decision and Order with the Authority pursuant to Section 2422.31 of the Rules and Regulations of the Authority, **I hereby will issue an amendment of the AFGE Local 2822 unit as follows:**

Included: All professional and non-professional employees of the Mike Monroney Aeronautical Center, Office of the Assistant Administrator for Finance and Management (AFN), Federal Aviation Administration, Oklahoma City, Oklahoma.

Excluded: All employees of the FAA Academy; management officials; supervisors; temporary employees with less than thirty days, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Additionally, having found that the employees of the ABP-550 are included in the express terms of the NATCA unit description, **I will issue a clarification of the unit**, consistent with my findings above. Copies of the Amendment of Certification and the Clarification of Unit are attached to this Decision and Order.

  
  
Regional Director, Dallas Region  
Federal Labor Relations Authority

Dated: August 31, 2017



UNITED STATES OF AMERICA  
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY  
DALLAS REGION

Federal Aviation Administration  
Mike Monroney Aeronautical Center  
Office of the Assistant Administrator for Finance and Management  
Oklahoma City, Oklahoma  
-Petitioner/Component Agency

Case No. DA-RP-17-0017

and

American Federation of Government Employees,  
Local 2282, AFL-CIO  
-Labor Organization

"corrected"

**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 American Federation of Government Employees, Local 2282 (AFGE Local 2282), issued on June 8, 2015, in Case No. DA-RP-14-0006, as the exclusive representative of certain employees of the Federal Aviation Administration, Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma, by changing the designation of the activity for this existing bargaining unit, *from* the Mike Monroney Aeronautical Center, Office of Regions and Center Operations (ARC), Office of the Assistant Administration for Finance and Management (AFN), Federal Aviation Administration, Oklahoma City, Oklahoma, *to* the Mike Monroney Aeronautical Center, Office of the Assistant Administrator for the Office of Finance and Management (AFN), Federal Aviation Administration, Oklahoma City, Oklahoma.

On August 31, 2017, I issued a Decision and Order finding that the certification may be amended as requested. Pursuant to the authority vested in me as Regional Director, the parties having waived their right to file an Application for Review,

**I ORDER** that the certification granted to AFGE Local 2822 on June 8, 2015, in Case No. DA-RP-14-0006, as the exclusive representative of the following unit of employees:

Included: All professional and non-professional employees of the Mike Monroney Aeronautical Center, Office of Regions and Center Operations (ARC), Office of the Assistant Administration for Finance and Management (AFN), Federal Aviation Administration, Oklahoma City, Oklahoma.





Excluded: All employees of the FAA Academy; management officials; supervisors; temporary employees with appointments less than thirty days, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

is amended by changing the description of the certified bargain unit as follows:

Included: All professional and non-professional employees of the Mike Monroney Aeronautical Center, Office of the Assistant Administrator for the Office of Finance and Management (AFN), Federal Aviation Administration, Oklahoma City, Oklahoma.

Excluded: All employees of the FAA Academy; management officials; supervisors; temporary employees with less than thirty days, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

  
  
Regional Director  
Dallas Region  
Federal Labor Relations Authority  
525 S. Griffin Street, Suite 926, LB 107  
Dallas, Texas 75202-5093

Dated: August 31, 2017

Memorandum of Understanding  
extending  
the September 1999 Collective  
Bargaining Agreement  
between  
FAA and AFGGE, Local 2282

October 11, 2017



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE LOCAL 2282)  
AND THE  
MIKE MONRONEY AERONAUTICAL CENTER**

This Memorandum of Understanding ("MOU" or "Agreement") is made by and between the American Federation of Government Employees ("AFGE Local 2282" or "the Union") and the Mike Monroney Aeronautical Center "Agency", collectively known as "the Parties". This Agreement represents the complete understanding of the Parties at the local level concerning the extension of the Collective Bargaining Agreement "CBA" dated, September 1999, covering the American Federation of Government Employees, AFGE Local 2282.

It is understood the bargaining unit employees affected by the Agreement are strictly as stated in the current FLRA Certification DA-RP-17-0017 (Bus Code 1373).

**Section 1.** Effective with the signing of this Agreement, Article 16, Compensation shall be replaced in its entirety, as follows:

**Section 1.** This Section covers all bargaining unit employees covered by the Core Compensation pay system and constitutes the entirety of the Parties' agreement relative to pay/compensation. Any bargaining unit 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. Basic Pay is used to calculate pay actions and then applicable Locality Pay is applied to the Basic Pay in effect.
- b. For fiscal years 2017-2021, each employee will receive an annual increase to Basic 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 to Basic Pay will cause the employee's Basic Pay to exceed the band maximum or the employee's Basic 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 of January of the years 2018-2022.
- c. For Fiscal Year 2017, each employee will receive an annual length of service adjustment of one-point-six percent (1.6%) to Basic Pay, not to exceed the pay band maximum, effective the first full pay period in January 2018. If the length of service adjustment will cause the employee's Basic Pay to exceed the band maximum or the employee's Basic 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 2018. The annual length of service adjustment to Basic 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. For fiscal years 2018-2021, each employee will receive an annual length of service adjustment of one-point-six percent (1.6%) to Basic Pay, not to exceed the pay band maximum, effective the first full pay period in June of the years 2019-2022. If the length of service adjustment will cause the employee's Basic Pay to exceed the band maximum or the employee's Basic 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 of the years 2019-2022. The annual length of service adjustment to Basic Pay shall not be granted in any year in which a prohibition of step increases in the General Schedule (GS) is enacted by Statute.
  - e. The increases identified above in Section 1.b through Section 1.d are in lieu of Organizational Success Increase (OSI) and Superior Contribution Increase (SCI) payments.
  - f. To be eligible for an adjustment under Section 1.c or 1.d above, the employee(s) must have been on the FAA employment rolls at least 90 calendar days prior to the effective date of the specified January or June adjustment in years 2018-2022.
  - g. The Parties agree there will be no OSI and/or SCI paid for meeting Agency performance targets and individual performance objectives during fiscal years (FY) 2017-2021.

**Section 2.** To recognize the contributions that wage grade bargaining unit employees provide to the overall success of the Agency's mission, each bargaining unit employee covered by the Wage Grade System pay plan will receive an annual lump-sum payment as follows:

- a. One-point-six percent (1.6%) of the wage grade salary. The wage grade salary is calculated by taking the current basic hourly rate and multiplying by 2,087 hours. Payment under this section will be effective the first full pay period in January 2018.
- b. One-point-six percent (1.6%) of the wage grade salary. The wage grade salary is calculated by taking the current basic hourly rate and multiplying by 2,087 hours. Payment under this section will be effective the first full pay period in June 2019-2022.
- c. To be eligible for lump-sum payment under this Section, the employee(s) must have been on the FAA employment rolls at least 90 calendar days prior to the effective date of the specified January or June payment in years 2018-2022.

**Section 3.** The AFGE/MMAC Pay Plan Process Guide dated May 2003, and any supplements thereto (MOA/MOU, etc.), is no longer applicable for performance/pay purposes.

**Section 4.** Upon the effective date of this Agreement, Article 23, Section 9 will be replaced as follows:

**Section 9.** Federal Employee Retirement System (FERS) employees currently on the rolls on the effective date of this Agreement 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 of 40 percent of the value of his or her accumulated sick leave provided that the sick leave balance exceeds 240 hours as of the effective date of retirement.

FERS employees, newly hired or appointed to the Agency after the effective date of this Agreement shall receive credit for unused sick leave in accordance with applicable law/regulation.

**Section 5.** Upon the effective date of this Agreement, the title of Article 29 will be replaced to reflect "Article 29, Government Issued Phones or other Electronic Devices."

**Section 6.** Upon the effective date of this Agreement, the language of Article 35, Section 2 will be replaced to reflect "The Union will be afforded two reserved (2) parking spaces. The location of these parking spaces will be mutually agreed upon by the Union and the Agency."

**Section 7.** Upon the effective date of this Agreement, the first sentence of Article 38, Section 1, shall be replaced to reflect the term of the CBA is "5 years" (September 22, 2022).

**Section 8.** Unless otherwise specified in the terms of this Agreement, upon the effective date of this Agreement, all outdated policies, orders, and local directives referenced in the CBA will be replaced with the current HRPM's and Orders in effect upon the effective date of this Agreement. However, those policies, orders and local directives that are referenced by date or revision will remain applicable unless otherwise provided by law. The parties agree to review each HRPM or Order referenced by date or revision and if mutually agreed, update to a more current version, accomplished through a separate Memorandum of Understanding/Agreement.

**Section 9.** This Agreement shall become effective upon completion of Agency Head Review or thirty (30) days after this has been signed by the Parties, whichever comes first.

**Section 10.** This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or contract on behalf of either Party.

