

AGREEMENT BETWEEN
FEDERAL AVIATION ADMINISTRATION
NATIONAL AVIATION FACILITIES EXPERIMENTAL CENTER
ATLANTIC CITY, NEW JERSEY
AND
LOCAL #1340
OF THE
NATIONAL FEDERATION OF FEDERAL EMPLOYEES
ATLANTIC CITY, NEW JERSEY

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PREAMBLE

Pursuant to the policy set forth in the Public Law 95-454, the following article constitute an agreement between the Management of the National Aviation Facilities Experimental Center (NAFEC), Atlantic City, New Jersey, hereinafter referred to as the Employer, and the National Federation of Federal Employees (NFFE), Local #1340, hereinafter referred to as the Union. The Employer and the Union will collectively referred to as the Parties.

ARTICLE 1

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.

The Employer hereby recognizes that that Union is the exclusive representative of all employees in the Unit as defined in Section 2 of this Article. The Union hereby recognizes the responsibility of representing the interests of all such employees without discrimination and without regard to labor organization membership.

Section 2.

The Unit to which this agreement applies is:

"All non-supervisory professional employees of the staff and line divisions of the National Aviation Facilities Experimental Center (NAFEC), excluding all management officials, supervisors, guards, personnel specialists, fire fighters, and others excluded under Public Law 95-454, and all non-professional NAFEC employees. Also excluding all tenant employees based at NAFEC."

ARTICLE 2

PROVISIONS OF LAW AND REGULATION

Sections 1.

It is agreed and understood by the Parties that this agreement is subjected to the provisions of applicable existing and future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or the regulations of appropriate authorities required by law, or authorized by the terms of a controlling agreement at a higher agency level.

Sections 2.

The Parties agree to meet and confer within thirty (30) calendar days of the date the Employer notifies the Union that the contract has been affected by any changes in law, the regulations of appropriate authority required by law, Executive Order, or the terms of a controlling agreement at a higher level. This time limit may be extending by mutual agreement.

ARTICLE 3

RIGHTS OF THE EMPLOYER

Section 1.

It is agreed that the rights, functions and authority to manage agency operations are vested in the employer. Include in this responsibility but not limited thereto, are the rights:

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 employee;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from,

A. among properly ranked and certified candidates for promotions; or

B. any other appropriate source; and,

(4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

ARTICLE 4

RIGHTS OF EMPLOYEES

Section 1.

It is agreed that each employee shall have the rights to form, join, or assist any labor organization, or 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 this article, such right includes the right:

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

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

The Employer shall take such actions as required consistent with law or with directives to assure that employees are apprised of the rights described in Title VII, P.L. 95-454 and this Article, and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in a labor organization. This Article does not authorize participation in the management of a labor organization or acting as a representative of a labor organization by a management official, a supervisor, or a confidential employee, except as specifically provided in P.L. 95-454, 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.

Section 2.

No employee in a Union of exclusive recognition shall be precluded from exercising grieving or appellate action as a established by law or regulation or from choosing his own representative, except when presenting a grievance under the negotiated procedure provided in Article 22 of this agreement.

Section 3.

An employee or group of employees may present a grievance without Union representation or intervention provided that the Union shall be notified of any such proceeding by the management official(s) concerned and provided further that the Union shall have the right to be represented at all discussions of the grievance between management officials and the grievant.

Section 4.

Employees in the Unit have the right to be represented by the Union in presenting grievances The employee however must request representation.

Section 5.

Employees in the Unit have the right to be represented by the Union at an examination of an employee in the Unit by a representative(s) of the Employer in connection with an investigation. If the employee reasonably believes that the examination may result in disciplinary action The employee however must request representation.

Section 6.

In the absence of violations of law or regulation the Employer agrees that any prior benefits practices proceedings or understandings, which are subject to negotiations and which are not specifically covered by this agreement will not be changed by the Employer without meeting and conferring in accordance with Article 7 of this agreement.

Section 7.

Nothing in this agreement shall require and employee to become or remain a member of a labor organization except pursuant to a voluntary written authorization by a member for the payment of such dues through payroll deductions.

ARTICLE 5

INTERNAL UNION BUSINESS

Section 1.

It is agreed that internal Union business such as soliciting membership, collecting dues, electing officers, attending Union meetings, and posting or distributing Union literature will be conducted during the non-duty hours of the employees involved.

Section 2.

Upon request and subject to normal security limitations, the Union will be granted authority to conduct two (2) membership drives of up to thirty (30) days duration each per year, before and after duty hours, at break period, and at lunch periods.

Section 3.

The Union has the right to post on NAFEC bulletin boards in spaces designated by the Employer informational material such as meeting notices, newsletters, posters, newspaper per clippings, notices to members, excerpts from publications and other items so long as such material is not of libelous or scurrilous nature. The Labor Relations Officer or a designated representative is authorized to remove any questionable material provided the Union is notified immediately and the matter of propriety discussed as soon as possible thereafter.

ARTICLE 6

UNION RIGHTS AND UNION REPRESENTATION

Section 1.

The Employer agrees to recognize the duly elected officials and designated representatives of the Union, and that such officials and representatives are authorized by the Union to perform duties and assume responsibilities with regard to prompt consideration and disposition of complaints and grievances and with regard to consultation and negotiation as set forth in other Articles of this agreement.

Section 2.

It is agreed and understood that the Officers of the Union are authorized to perform duties and assume responsibilities as the Union representative of employees within the Unit as set forth in Section I of this Article It is understood further the Union will designate in writing additional representatives as required and as available.

Section 3.

The Employer agrees to respect the rights of the Union and to meet and confer with the Union in accordance with Article 7 of this agreement on all matters concerning the subject of grievances personnel policies and practices and other matters affecting the general working conditions of employees in the Unit.

Section 4.

The Employer agrees that the Union has the right to propose new policy or changes in policy affecting employees in the Unit or their working conditions when such policies are within the administrative control of the Employer.

Section 5.

The Employer agrees to give the Union an opportunity to be represented at any formal discussion between one or more of the Employer's representatives and one or more employees in the Unit concerning any grievance

or any personnel policy or practice or other general condition of employment. Where practicable, the Employer agrees to give the Union reasonable advance notice and an opportunity to arrange a mutually acceptable time.

Section 6.

The normal point of contact between the Union and the Employer for

the purpose of discussing issues that may arise concerning be general application administration or interpretation of this agreement shall be for the Union the duly elected President or his appropriately designated representative and for the Employer the Labor Relations Officer or his appropriately designated representative.

Section 7.

The normal point of contact between the Union and the Employer for the purpose of discussing issues that may arise on a day-to-day basis shall be, for the Union, an Officer of the Union or Steward within the Unit designated in writing by the Union President and, for the Employer, a Management Official of the organizational unit designated in writing as the official point of contact. It is recognized that most discussions of issues should be at the organizational unit level and that a mutually satisfactory solution should be developed at that level. However issues having an impact on the entire Union coverage will be discussed in accordance with the procedures in Article 7 of this agreement.

Section 1.

For purposes of this agreement, bargaining is defined as mutual discussion, either orally or in writing, of policies programs practices and procedures relating to working conditions of members of the Unit. Such exchange shall entail exploration of alternative courses of action offered by either party with a view to reaching agreement on the issue at hand. Discussion of matters under this provision does not require bilateral agreement prior to implementation. The Employer will not implement a change which exceeds the alternative offered to the Union and will notify the Union prior to implementation.

Section 2.

It is agreed and understood that matters on which the parties will meet and confer under this Article are personnel policies and practices and other matters affecting working conditions of employees of the Unit and the procedures the Employer will observe in the exercise of its rights as well as arrangements for employees adversely affected by the exercise of such rights.

Section 3.

The Employer agrees to notify the Union of any proposed new or changed personnel policy program practice procedure or other matter affecting the working conditions of members of the Unit.

Section 4.

Management agrees to brief the Union prior to implementing or changing any policy or program pertaining to matters which are regulatory or which management considers non-negotiable.

Section 5.

Disputes as to negotiability under this Article may be submitted to the Federal Labor Relations Authority for resolution as provided by Public Law 95-454.

Section 6.

Either Party desiring to meet and confer with the other shall give reasonable advance notice thereof including a statement of the matter to be discussed and the proposed time and place of the discussion. Such notice may be given in writing or by telephone at the discretion of the requesting Party.

Section 7.

The Parties agree that if an agreement or understanding is reached under this article and either the Employer or the Union requests that it be reduced to writing, the Employer will reduce such agreement to writing in an appropriate form.

ARTICLE 8

AUTHORIZED OFFICIAL TIME

Section 1.

Union officers and officials including designated representatives shall be permitted reasonable time during duty hours without loss of leave or pay to represent the Unit of exclusive recognition in accordance with this agreement.

Section 2.

The Employer agrees to permit Union representative(s) reasonable time, if otherwise in a duty status, to fulfill the Union's responsibilities under the provisions of Article 7 of this agreement. The number of Union representatives on official time shall not exceed the number of Employer representatives.

Section 3.

Reasonable time for representational functions in connection with complaints, grievances, and appeals shall be that necessary for presentation thereof and that required for participation in all meetings hearings or other assembled proceedings necessitating the appearance of the grievant/appellant or representative.

ARTICLE 9

EQUAL EMPLOYMENT OPPORTUNITY

Section 1.

The Employer and the Union agree to cooperate in providing equal employment opportunity for all employees regardless of age, race, color, religion, sex, national origin or physical handicap, and to promote equal employment opportunity through a continuing affirmative action program.

Section 2.

The Employer agrees to meet and confer with the Union in accordance with the provisions of Article 7 of this agreement concerning Equal Employment Opportunity policies and procedures.

Section 3.

The Employer agrees that the Union will be permitted a fully participating member of the Equal Employment Opportunity Advisory Committee, the Federal Women's Program Committee and any future committees established for the purposes of discussing, recommending and improving equal employment opportunity.

Section 4.

The Parties mutually agree that the Union may nominate the individuals to serve as Equal Employment Opportunity Counselors. No employee may serve as both an EEO Counselor and as a Union Official. The Parties will meet and confer in accordance with the provisions of Article 7 of this agreement on the procedures to be used in the selection of EEO Counselors prior to the selection of additional EEO Counselors.

Section 5.

Employees may be represented by the Union at any stage of the processing of a complaint of discrimination.

ARTICLE 10

ORIENTATION OF NEW EMPLOYEE

Section 1.

All new employees shall be informed by the Employer that the Union is the Exclusive Representative of employees in the Unit. Each new employee shall receive a copy of this agreement from the Employer.

Section 2.

The Employer shall furnish the President of the Union, on a monthly basis, the following information regarding all new hires into the Unit:

- a. Name
- b. Title, Series, Grade
- c. Organizational assignment location
- d. Date entered on duty

Section 3.

The Employer agrees to allow the Union fifteen (15) minutes to speak to employees represented by the Union, at official orientation sessions conducted by the Personnel Management Division. The Union agrees that such time is for the purpose of providing to represented employees the purposes and goals of the Union, and that such time will not be used for the purposes of recruiting or other internal union business. The Union recognizes the Employer's right to be present during the time allotted.

ARTICLE 11

LEAVE

Section 1.

The Employer will provide each employee the opportunity to use at least 80 hours annual leave for an uninterrupted vacation period each year. The Union understands that the specific 80-hour period will be subject to reasonable operating requirements of the Employer.

Section 2.

Approval for shorter periods of annual leave will be requested as far in advance as reasonably possible and will be approved unless operational requirements dictate otherwise. If leave is denied and the employee makes a written request for the reason(s), the reason(s) will be provided to the employee in writing.

Section 3.

Approved of annual leave for emergencies will be considered on an individual basis. If leave is denied the reasons for the denial will be provided to the employee in writing, if requested by the employee in writing.

Section 4.

Sick leave for medical, dental, or optical examinations or for prearrangeable treatment will be requested in advance insofar as possible. The reason(s) for disapproval of sick leave under this section shall be provided to the employee in writing if a written request is made therefor.

Section 5.

Under ordinary circumstances unavoidable or necessary absences from duty of less than one hour will be excused for adequate reasons without charge to leave. Each period of absence will be considered on an individual basis and the employee must obtain approval before leaving.

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ARTICLE 12

EXCUSED ABSENCE

Section 1.

Excused absence, not to exceed eight (8) hours, may be granted at the discretion of the Employer and subject to manpower requirements to a labor organization representative for the purpose of receiving information, briefing, or orientation on matters concerning labor management relations, which is of mutual interest and concern to the Employer and Union, and the agenda or other appropriate descriptive material for which has been provided to the Employer.

ARTICLE 13

TRAVEL

Section 1.

As far as practicable the Employer will schedule the time to be spent by employees in a travel status away from their official duty stations in such a manner as to preclude the employees from being required to travel during non-duty time.

Section 2.

Employees scheduled to travel during non-duty hours will be provided with as much advance notice as possible such notice will whenever possible be

provided at least twenty-four (24) hours in advance of the start of the travel. A written statement will be provided to the employee upon request, as to the reasons for the requirement, by the official directing the travel.

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ARTICLE 14

PROMOTIONS

Section 1.

Job Vacancy Announcements covering the Unit will be posted at least eight consecutive days prior to the closing date of the announcement. Wherever possible, notices of vacancies received by the Employer

for positions outside the Unit will also be posted for a period of five consecutive days preceding the closing date of the announcement.

Section 2.

The Parties agree that candidates for promotional shall be informed upon request, whether they were qualified for the position and whether they were in the group from which selection was made. Employees, upon request, will be advised of the procedures resolution of grievances in connection with any aspect of the Merit Promotion Program.

Section 3.

The Employer agrees to provide, upon individual request, appropriate counseling, guidance, and procedural assistance to an employee rated ineligible for promotion, as to how he may avail himself of opportunities for self-improvement in order to enhance his career opportunities.

Section 4.

Whenever possible, and consistent with operating requirements, employees of the Unit will be granted reasonable duty time, if otherwise in a duty status, for pre-schedule interviews in connection with promotions bids on Center.

Section 5.

The Parties agree that it is the responsibility of employees to update periodically as required, their official personnel folders as to reflect current experience and training of record.

Section 6.

The Employer agrees that a subject matter specialist will serve on rating panels which consider promotions to positions within the Unit.

Section 7.

The Employer agrees to publish a career progression plan indicating promotions potential and qualification requirements, when such a plan is developed and implemented by the FAA.

Section 8.

All promotions to positions within the Unit will be accomplished strictly according to official merit promotions policies and practices.

ARTICLE 15DETAILSSection 1.

The Parties agree that normally details will be used only for the purpose of meeting emergencies resulting from abnormal workload, organizational changes or unpredictable absences, and for training and development. Every effort will be made to keep such details to a minimum duration pending approval of related personnel actions in progress.

Section 2.

Assignments to higher grade positions within the Unit may not exceed 120 days unless selections are made through the Merit Promotion Program. The Employer agrees to effect temporary promotions of the incumbents if otherwise qualified when such assignments are for a continuous period in excess of 45 days.

Section 3.

Details to positions of like grade involving different basic duties will not exceed one year (in 120 increments) without the approval of the Office of Personnel Management. Rotating details will not be utilized rather than effecting a personnel action except by mutual agreement of the Parties.

Section 4.

The Employer agrees that a copy of the official action authorizing a detail in excess of 30 days to positions involving different basic duties will be incorporated in the employee's official personnel folder. The Parties further agree that it is the responsibility of employees to update their personal qualifications of record to reflect experience and training gained through official details of less than 30 days duration, or whenever different duties were performed.

Section 5.

The Employer will discuss a proposed detail with the employee at least one week prior to the effective date except in emergency situations.

ARTICLE 16

WORK ASSIGNMENTS

Section 1.

The Parties acknowledge that changes in work assignments of employees within the Unit may be made by the Employer to meet operating requirements. The Employer agrees to explain the need for specific assignment changes to the employee concerned and to provide at least two weeks written advance notice, where possible, prior to the change.

Section 2.

The Employer further agrees to give consideration to an employee's written request for a change in assignments. The Employer will provide an explanation to the employee when such an individual request cannot be granted.

ARTICLE 17

ATTENDANCE AT PROFESSIONAL MEETINGS

Section 1.

The Employer affirms the desirability of employees attendance at professional meetings, expositions and seminars. Such attendance include, but is not limited to, presentation of invited papers, active participation as a panel member or other direct involvement in the proceedings.

Section 2.

The Employer agrees to plan for attendance at professional meetings, expositions and seminars consistent with applicable regulations.

Sections 3.

The Employer will authorize, within reasonable limits, attendance at job related professional meetings, expositions and seminars during duty hours without charge to leave, when costs of attendance cannot be underwritten.

ARTICLE 18

TRAINING AND DEVELOPMENT

Section 1.

The Parties recognize that training, either through independent self-development or sponsored attendance at formal training programs is necessary to maintain a skilled, competent work force. The Parties further recognize that the individual professional development of members of the Unit is primarily the responsibility of the persons themselves.

Section 2.

The Employer agrees to encourage and assist members of the Unit to further their professional training and to maintain currency in their fields by all means permitted under applicable laws and regulations. Such assistance may be in the form of payment of fees and expenses where allowed, use of paid duty time for attendance at approved programs or facilitation of programs sponsored at the duty station.

Section 3.

The Employer will make available information on opportunities for training which will aid self-development of members of the Unit.

Section 4.

As a complement of long-range program and project planning, the Employer will develop an inventory of projected skill and qualifications requirements within the professional work force. This inventory, together with requests for training developed between professional employees and

their supervisors will be used as a basis for planning the training program.

Section 5.

The Employer agrees to meet and confer with the Union under the provisions of Article 7 of the agreement concerning the development of training programs related to employees in the Unit.

Section 6.

The Union will be entitled to designate a fully participating member of the Professional Development Council, subject to the qualification requirements thereof.

ARTICLE 19

REDUCTION-IN-FORCE

Section 1.

The Employer shall meet with the Union at the earliest possible time before it initiates any reduction-in-force action affecting two (2) or more unit employees. The Employer and the Union will meet and confer under the procedures in Article 7 of this agreement on matters pertaining to implementing procedures and adverse impact on employees.

Section 2.

If a reduction-in-force has been announced, the Employer will make available to the Union, upon request, appropriate retention registers concerning affected employees.

Section 3.

The Union recognizes the right of the Employer to establish competitive areas and to establish and assign competitive levels. The Employer, however, recognizes its obligation to meet with the Union under the procedures in Article 7 concerning appropriate arrangements for employees adversely affected by any change in the establishment or assignment of competitive levels or competitive areas.

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ARTICLE 20

PERFORMANCE APPRAISAL

Section 1.

The Employer will develop a performance appraisal system(s) which will:

- a. provide for periodic appraisals of job performance of employees;
- b. encourage employee participation in establishing performance standards;
- c. use the results or performance standards as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees.

Section 2.

The Employer will establish performance standards which will to the maximum extent feasible permit the accurate evaluation on the basis of objective job criteria related to the employee's position.

Section 3.

Within 120 days of implementation of the performance appraisal system each employee will be given an opportunity to review with the supervisor and participate in the establishment of his performance standards. Within sixty (60) days of the review, the employee will be provided a copy of the performance standards.

Section 4.

Within (30) days of the beginning of each subsequent rating period, the supervisor will review with each employee and communicate to them the performance standards and the critical elements of the employee's position.

Section 5.

An employee in the Unit shall be counseled and advised by his supervisor when his performance is unacceptable. The supervisor will advise the employee what is required to bring his performance to an acceptable level.

Confirmation of such performance counseling will be provided to the employee in writing. The Union agrees that the employee is not entitled to representation during these performance counseling sessions. The Employer agrees that the employee may add his written comments to the confirmation of performance counseling. Such comments will be filed with the confirmation of performance counseling.

ARTICLE 21

DISCIPLINARY AND ADVERSE ACTIONS

Section 1.

A Major Adverse Action is defined as a disciplinary or non-disciplinary removal, suspension for more than fourteen (14) calendar days, furlough without pay for thirty (30) days or less or reduction in grade or pay, except as provided in law or the regulations of the Office of Personnel Management and/or the Merit Systems protection Board.

Section 2.

A disciplinary action is defined as a suspension of fourteen (14) calendar days or less, a letter of reprimand or written admonishment.

Section 3.

The basic rights of employees and procedures as specified in applicable laws, orders and regulations shall be observed in disciplinary and adverse action proceedings.

Section 4.

Prior to initiating a disciplinary or major adverse action, the supervisor or management official concerned will conduct a preliminary investigation, to assure himself of the facts. Such investigation will include a discussion with the employee, if the employee is in a pay status. Employees may be represented by the Union during any discussion, when a major adverse action or disciplinary action is contemplated.

Section 5.

The Employer will provide the employee with two copies of any proposal of suspension or major adverse action so that the employee may provide his representative with a copy.

Section 6.

The Employer will provide the employee two copies of any decision concerning disciplinary or major adverse action so that the employee may provide his representative with a copy.

Section 7.

Provided the employee has designated a representative of his choice, in writing, the Employer will deal with the representative and provide copies of all correspondence directly.

Section 8.

All evidence used against an employee shall be made available to him and/or his representative. The employee and/or his representative is entitled to secure information relevant to his case.

Section 9.

A major adverse action decision will not be effected less than seven(7) calendar days from the date of the notice of decision.

Section 10.

A notice of decision against the employee in a disciplinary or major adverse action will inform the employee of his rights to grieve and/or appeal the decision, the time frame therein, what the appeal must contain, and the address to which it should be sent.

Section 11.

A major adverse action may be appeal through the negotiated grievance procedure as provided in Article 22, Section 9, of his agreement, or to the Merit Systems Protection Board. Major adverse actions concerning prohibited political activity or for reasons of national security may be appealed only to the Merit Systems Board.

Section 12.

A disciplinary action may only be appealed through the negotiated grievance Procedure as provided in this agreement. A grievance concerning a disciplinary action must be filed within twenty (20) calendar days of receipt of the decision or the effective date, whichever is later. The grievance must be in writing and filed at Step 3 of the grievance procedure as specified in Article 22, Section 8, of this agreement. The Written grievance must contain the corrective action desired, and any documentation the grievant wants considered which is not in the case file.

Section 13.

An Employee who has received a notice of proposed major adverse action may reply to the notice in writing and orally. The right to reply orally to a notice of proposed major adverse action (except furlough without pay) includes the right to be represented, and the right to a meeting. The meeting will include the official who will decide if the proposal will be effected, the official who initiated the proposal, any official who was involved in the proposed action, a subject matter specialist selected by the Employer (if necessary), the employee, the employee's representative, the President of the Union or his designated representative, a subject matter specialist selected by the Union, and any other persons that may be mutually agreed to by the Union and the Employer. If the employee elects the above procedure he must notify the Deciding Official in writing within ten (10) calendar days of his receipt of the proposed notice of major adverse actions.

Section 14.

A notice of proposed major adverse action based on unacceptable performance will conform with the law and regulations and, where possible, advise the employee what is required to bring his performance to an acceptable level.

Section 15.

The Union agrees that if there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, or if there is reasonable cause to believe that life, safety or property may be jeopardized, the procedures for processing a disciplinary or major adverse actions will be those stated in current regulations, and not the procedures negotiated in this agreement.

ARTICLE 22

GRIEVANCE PROCEDURE

Section 1.

The Parties agree that this Article has as its purpose the establishment of procedures for the settlement of grievances. The Parties agree to make every effort to settle grievances equitably and at the lowest possible level of Supervision.

Section 2.

The Parties agree that this is the exclusive procedure available to employees in the Unit as defined in Article 1 Section 2 of this agreement for the settlement of grievances except as otherwise provided by law or this agreement.

Section 3.

The Parties agree that this procedure covers all matters of personal concern or dissatisfaction to an employee if the matter is subject to the control of agency management except as specifically provided in Section 3.1 through 3.13 following. The grievance procedure will not cover:

3.1 Any claimed violation of prohibited political activities.

3.2 Any matter relating to retirement, life insurance or health insurance.

3.3 Any suspension or removal for national security reasons.

3.4 Any matter pertaining to examination, certification or appointment.

3.5 The classification of any position which does not result in the reduction in grade or pay of an employee.

3.6 The content of published agency policy.

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3.7 Nonselection for promotion from a group of properly ranked and certified candidates. The procedures utilized are grievable.

3.8 An action terminating a temporary promotion in accordance with current regulations.

3.9 Nonadoption of a suggestion or disapproval of a qualify salary increase, performance award, or other kind of honorary or discretionary award. The procedure utilized are grievable.

3.10 A preliminary warning or notice of a specific action, which if effected, would be covered under the grievance systems (e.g., a notice of proposed suspension) or would be excluded from coverage under this section. However, a general warning that some (unspecified) disciplinary action may be taken if certain deficiencies are not corrected would be covered.

3.11 Separation of a temporary or probationary employee.

3.12 Any matter which took place while the employee was not a member of the bargaining unit.

3.13 Performance counseling sessions and/or written confirmation of performance counseling sessions.

Section 4.

The Parties agree that where an employee of the Unit has an option of filing a grievance under this procedure or an appeal or complaint under a procedure established by law or the rules and/or regulations of another agency, the employee may file under either but not both procedures. The Parties agree that the employee shall be deemed to have exercised his option to file under this procedure or any other procedure available at such time that he initiates a timely action in writing. If the employee

files under both procedures, the one initiated first is deemed to be the employee's election. If both procedures are initiated as of the same date, the Parties agree that the statutory procedure is deemed to be employee's election.

Section 5.

Grievances of unit employees may be handled only through the negotiated grievance procedure established by this article. Grievance procedures established by FAA Orders may not be substituted for the negotiated grievance procedure established by this article.

Section 6.

The Parties agree that an employee or group of employees requesting settlement of a grievance under this procedure may be represented only by the Union or by a representative approved by the Union. However, any employee or group of employees in the Unit may present such grievances to the Employer and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the agreement, and the Union has been given an opportunity to be present at all formal discussions of the grievance with the grievant.

Section 7.

The Parties agree that the Union may seek resolution of any grievance not excluded by statute or the agreement. The grievance must be submitted in writing by the President of the Union or an Official acting in his behalf within fifteen (15) calendar days either of the time of occurrence of the matter giving rise to the grievance, or of the time of last known occurrence of a series of actions which provide the basis for the grievance, or of the time the Union first became aware of the matter(s) giving rise to the grievance. The submission of the grievance shall be to the Labor Relations Officer or an Official acting in his behalf. It shall contain the nature of the grievance, the action requested of the Employer, and where appropriate, the article(s) and section(s) of the agreement involved. The Parties further agree that the Employer may seek resolution of any grievance not excluded by statute or this agreement. The grievance must be submitted in writing by the Labor Relations Officer or an Official acting in his behalf within fifteen (15) calendar days of the time of

occurrence of the matter giving rise to the complaint or of the time of last known occurrence of a series of actions which provide the basis for the grievance, or of the time the Employer first became aware of the matter(s) giving rise to the grievance. The submission of the grievance shall be to the President of the Union or an Official acting in his behalf. It shall contain the nature of the complaint, the action requested of the Union and where appropriate the article(s) and section(s) of the agreement the Employer believes to be involved. The President of the Union or his designated representative shall meet within fifteen (15) calendar days of receipt of a grievance with the Labor Relations Officer or his designated representative in an attempt to resolve the grievance. Either party may be accompanied by a subject matter specialist. This meeting may also be attended by other persons as may be mutually agreed upon. If the grievance cannot be resolved at this meeting, the

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Employer shall issue a written decision within fifteen(15) calendar days of the close of the meeting. If the Union is not satisfied with this decision, the matter may be submitted to Arbitration in accordance with Article 23 of this agreement within fifteen (15) calendar days of receipt of the decision.

Section 8.

Employees in the Unit who have a grievance shall attempt to resolve the grievance in accordance with the following procedure unless this agreement otherwise makes provisions for the filing of a grievance.

Step 1. An employee of the unit who has a grievance shall informally present the matter orally, or in writing, to his immediate supervisor within fifteen (15) calendar days of the incident giving rise to the grievance, unless the grievance is against the immediate supervisor, in which case it may be submitted to the second level supervisor. If the employee elects to file the grievance orally, it must be made clear by the employee that he is filing a grievance and not just discussing a problem. The supervisor receiving such a grievance will investigate the matter and reply orally, or in writing, to the employee as soon as possible, but in no event later than fifteen (15) calendar days after receipt of the grievance.

If the reply is unfavorable to the aggrieved, the reply must be reduced to writing. If the employee or the Union is dissatisfied with the reply the grievance may then be filed within fifteen (15) calendar days of receipt of the reply at Step 2.

Step 2. The grievance must be submitted in writing, to the second level supervisor of the grievant unless the second level supervisor was the official who originally received and replied to the informal presentation as described in Step 1 above, or is the subject of the grievance. In such cases, the grievance will be submitted to the Grievance Official in accordance with Step 3 below, omitting Step 2. It must, however, contain the information hereafter required in Step 2. The written grievance must contain the name(s) of the grievant(s), the nature of the grievance and, where appropriate, documentation in support of the grievance. It must also include the corrective action desired, the name of the Union representative, and if applicable, the article(s) and section(s) of the agreement involved. The second level supervisor shall issue his decision, in writing, as soon as possible but in no event later than fifteen (15) calendar days after receiving the written grievance.

Step 3. If the grievant or the Union is not satisfied with the decision rendered at Step 1 or at Step 2, where appropriate, the matter may within fifteen (15) calendar days be referred to the Grievance Official with the authority to decide/resolve the grievance. The Grievance Office should not be below the rank of Division/Staff Chief. The Grievance official shall, within ten (10) calendar days convene meeting. The meeting shall include: the Grievance Official, any official(s) who rendered a lower level decision, the official who is the subject of the grievance (if any), the grievant, the grievant representative, and the President of the Union or his designee. Either party may invite a subject matter specialist. Additional persons may attend with mutual agreement of the parties. The purpose of the meeting is to thoroughly explore the entire matter, with a view to satisfactory resolution is reached by the Parties (the Grievance Official and the President of the Union), the Grievance Official shall reduce the decision to writing within ten (10) calendar days and implement the corrective action (if any) as soon as possible. This

meeting may at any time be adjourned by mutual agreement of the parties. If the meeting is adjourned it must be reconvened as soon as possible but not later than twenty (20) calendar days.

Step 4. If the Union is not satisfied with the decision rendered at Step 3, it may within ten (10) calendar days invoke Arbitration in accordance with Article 23 of this agreement.

Step 9.

If any employee elects to file a grievance concerning major adverse action the matter shall be filed in accordance with the procedure specified in this Section.

Step 1. The grievance must be filed in writing twenty (20) calendar days of receipt of the decision or the effective date whichever is later, with the official above the official who issued the decision, unless the decision was issued by the Director, NAFEC, in which case it will be filed with the Director. The written grievance must contain the corrective and desired and any documentation in support of the grievant which is not in the case file and which the grievant wants considered.

Step 2. The official who receives such a grievance will consider the entire case file and the grievance submitted by the employee, and issue a written decision as soon as possible, but not later than twenty (20) calendar days from receipt of the grievance.

Step 3. If the Union is not satisfied with the decision rendered at Step 2 above, it may within ten (10) calendar days invoke Arbitration in accordance with Article 23 of this agreement.

Section 10.

If in a duty status, the grievant and his representative will be permitted official time without loss of pay or charge to leave to present the grievance at all stages. Under no conditions will overtime be paid for presentation of a grievance.

Section 11.

Failure of a grievant and/or the Union to proceed within any of the time limits specified in this Article shall render grievance settled on the basis of the last decision unless extension of time limits has been agreed upon in writing. Failure of the employer to proceed within said time limits shall allow the grievant and/or the Union to proceed to the next step of the procedure.

Section 12.

The specified time limits in this Article may be extended by mutual agreement of the Parties.

Section 1.

The Parties agree that threshold issues (including but not limited to timeliness, grievability arbitrability shall be decided by the Arbitrator.

Section 2.

Arbitration may be invoked only by the Employer or the Union. The Union need not obtain the consent of an aggrieved employee to invoke arbitration.

Section 3.

If arbitration is invoked in accordance with any article of this agreement the Labor Relations Officer will, within seven (7) working days request the Federal Mediation and Conciliation Service to submit a list of five (5) qualified arbitrators. The Parties will meet within five (5) working days after the receipt of the list and select one (1) arbitrator from the list, either by mutual agreement or by alternately striking names from the list, until one name remains. The remaining name shall then be the duly selected arbitrator. The Party to strike first shall be decided by lot.

Section 4.

The grievance shall be heard by the arbitrator as promptly as practicable and at a mutually agreeable date. The hearing shall be held during the regular workday, excluding Saturdays and Sundays. The grievant shall be official time to present the grievance, if in a duty status. Agency employees who are called to testify as witnesses shall suffer no loss of pay or charge to leave for testifying, if they are otherwise in a duty status.

Section 5.

The arbitrator shall submit his decision to the Parties as soon as possible, but in no later than thirty (30) days following the close of the record before him, unless the Parties mutually waive this requirement. 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,

regulations of the Office of Personnel Management, Merit Systems Protection Board, Department of Transportation, Federal Aviation Administration, National Aviation Facilities Experimental Center, or the law. The decision of the Arbitrator in all cases shall be binding; however, either Party may file an exception to an Arbitrator's award with the Federal Labor Relations Authority (FLRA), under the regulations prescribed by the Authority (other than an award relating to a matter described in Section 7121(f) of Title VII, P.L. 95-454). The Parties do not intend to waive any right to Judicial Review, where applicable.

Section 6.

All fees and expenses of the arbitration such as the Arbitrator's fee and expenses, cost of the court reporter, the Arbitrator's copy of the transcript and room facilities shall be divided equally between the Parties. The Union and the Employer will bear the full cost of any the full cost of any witness(es), expert(s), or representative(s) who are under the direction of the employer.

ARTICLE 24

DUES DUES WITHHOLDING

Section 1.

The Parties agree that any employee who is a member of the exclusive Unit defined in Article I, Section 2, and who is a member in good standing of the Union may authorize an allotment of any for the payment of his dues for much membership provided he regularly receives sufficient pay on theregularly scheduled paydays to cover the full amount of the allotment after other legal deductions.

Section 2.

The Procedures and effective dates of authorization shall be as follows:

2.1 The Union agrees to inform its members in the Unit of the voluntary nature of authorizing allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment as well as the provisions and procedure for members exercising their prerogative of revoking and authorization on March 1.

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

2.3 The President of the Union is designated to process completed authorization forms by completing Section "A" thereof and is responsible for ascertaining that the form are properly completed, and that the employees are members in good standing of the Union and are eligible for dues deductions Certified authorization forms will be submitted to Chief Accounting Division.

2.4 A properly completed and certified authorization will be effective at the beginning of the first pay period following receipt of the form by the Chief, Accounting Division and will continue in effect until the allotment is changed or terminated in accordance with the provisions of Sections 3 and 4 of this Article.

2.5 An allotment authorization which has not been properly completed or properly certified will not be accepted and will be returned by the Chief, Accounting Division within five workdays after receipt to the President of the Union with notice of the reason that it has not been processed.

Section 3.

3.1 Allotted dues will be withheld from the regular biweekly payroll. 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 3.2 below, exclusive of initiation fees, assessment, back dues, fines and similar charges and fees.

3.2 If the amount of regular dues is changed by the Union, the President of the Union will notify the Chief, Accounting Division, in writing, with a copy to the Labor Relations Officer, 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 Chief, Accounting Division, unless a later date is specified by the Union. New authorization will not be required. Only one such change may be made in any period of twelve consecutive months.

Section 4.

The Chief Accounting Division will terminate an allotment:

4.1 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 agreement.

4.2 When the employee is separated rated from the FAA or reassigned from the Unit for which recognition has been granted the allotment will be terminated the the end of the payroll period in which the employee last served in a position covered by the Unit of recognition. The Parties agree that allotments will continue in effect for members who are reassigned from one exclusive Unit to another within the same Local,

provided further, that the Unit to which reassigned has a current dues withholding agreement and such agreement is under the cognizance of the Chief, Accounting Division, NAFEC.

4.3 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 Chief, Accounting Division, of notification by an authorized representative of the Union.

4.4 When the employee executes a written revocation of his allotment on Standard Form 1188 or written memorandum containing the same information, the allotment will be terminated at the beginning of the first pay period following March 1 by the Chief, Accounting Division. Written revocations may be sent directly to the Chief, Accounting Division, by the employee.

Section 5.

5.1 Promptly after completion of each biweekly payroll deduction, the Chief, Accounting Division, will remit the mount due the Union.

5.2 Each remittance will be accompanied by a statement giving the following information.

- A. Identification of office or facility.
- B. Identification of the Union Local.
- C. Names of members for whom deductions were made in alphabetical order, and amount of each deduction.
- D. Names of members for whom deductions previously authorized were re not made, showing the reasons for non-deduction.
- E. Total number of members for whom dues were withheld.
- F. Total amount withheld on this payroll.
- G. Net mount remitted.

5.3 The Union agrees to keep the Chief, Accounting Division, currently informed as to the name, title and address of the Union official authorized to receive the amount due the Union.

Section 6.

The Parties agrees that:

6.1 Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the Union. If

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the Union is not scheduled to receive a remittance check after discovering the error, the Union agrees to promptly refund the amount of erroneous remittance.

6.2 The Union will notify the Chief, Accounting Division, within five workdays when an employee with a current allotment authorization ceases to be members in good standing.

6.3 The Union will send to the Chief, Accounting Division, with five workdays any written revocation of allotment received by the Union.

Section 7.

The Parties agree that this Article supersedes all previous agreements concerning "Dues Withholding" for the unit defined in Article I, Section 2, of this agreement.

ARTICLE 25DURATIONSection 1.

This agreement shall become effective at 0001 hours on June 1, 1979, provided this agreement has been approved by the Administrator, FAA, or his designee and shall remain in full force and effect until midnight, May 31, 1982. Whereupon, it shall automatically renew itself for additional periods of one year unless either Party gives written notice to the other Party to amend or terminate the agreement. Written notice to amend or terminate the agreement must be given not more than one hundred five (105) or less than sixty (60) calendar days preceding the expiration date, of this agreement. Negotiations shall normally begin not later than sixty (60) calendar days after receipt of written request. If negotiations are not concluded prior to the expiration date, this agreement shall be extended to the date of approval of the new agreement. In the event negotiations are concluded prior to the termination of this agreement, it shall be automatically extended until the new agreement is approved by the agency. It is understood that published agency policies and regulations current at the time of the automatic renewal or extension shall then become controlling in the event of conflict or incompatibility with the provisions

of the agreement. It is further agreed that this agreement shall terminate if the Union is no longer entitled to exclusive recognition under PL-95-454.

Section 2.

This agreement may be reopened at any time for addition, deletion or amendment by mutual agreement of the Parties. Any such amendment shall be subject to approval and stipulation as provided in Section 1 above of this Article.

Section 3.

This Agreement may be opened by either party by giving notice to the other of its desire to renegotiate any article of this Agreement. Such notice must be given not more than sixty (60) calendar days, or less than thirty (30) calendar days, prior to the anniversary date of this Agreement. The notice must identify the Articles/Sections it wants to

renegotiate. Any amendments agreed to shall be subject to approval as provided in Section 1 above of this Article. This section shall not apply to Articles 7 and 22 at the first anniversary.

Section 4.

The Parties affirm that this document is the only agreement existing between the management of the National Aviation Facilities Experimental Center, hereinbefore referred to as the employer, and the Professional Unit of Local #1340, National Federation of Federal Employees, hereinbefore referred to as the Union, and further, that there are no other agreements, written or unwritten, express or implied.

* * * * *

In witness whereof, the Parties have signed this Agreement this nineteenth day of April, 1979.

Approved: FEDERAL AVIATION ADMINISTRATION

E.V. Curran
May 18, 1979