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INTERIM AGREEMENT

BETWEEN

PROFESSIONAL ASSOCIATION OF AERONAUTICAL CENTER EMPLOYEES

AND

FEDERAL AVIATION ADMINISTRATION
MIKE MONRONEY AERONAUTICAL CENTER
NATIONAL AIRSPACE SYSTEMS, TECHNICAL SERVICES DIVISION
OKLAHOMA CITY, OKLAHOMA



SEPTEMBER 2000

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AN INTERIM AGREEMENT

BETWEEN

**Federal Aviation Administration
Mike Monroney Aeronautical Center
National Airspace Systems, Technical Services
Division**

AND

**Professional Association
Of
Aeronautical Center Employees**

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ARTICLE 1

PARTIES

In accordance with the provisions of 5 USC, Chapter 71, the following agreement is entered into between National Airspace Systems, Technical Services Division at the Mike Monroney Aeronautical Center, Federal Aviation Administration, Oklahoma City, Oklahoma, hereinafter referred to as the Employer, and Professional Association of Aeronautical Center Employees, hereinafter referred to as the Union. The Employer and the Union will be collectively referred to as the Parties.

ARTICLE 2

RECOGNITION

The Employer, pursuant to the certification issued in FLRA case number DA-RP-00004, recognizes the Union as the exclusive representative of the following employees:

Included: All nonprofessional employees in the National Airspace Systems, Technical Services Division (AMP-200) at the Mike Monroney Aeronautical Center, Federal Aviation Administration, Oklahoma City, Oklahoma,

Excluded: All management officials, supervisors, professional employees, temporary employees and all employees as described in 5 U.S.C. 7112(b), (3), (4), (6), and (7).

**ARTICLE 3
EMPLOYER RIGHTS**

Section 1. 5 USC 7106 states:

- a. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency –
 - 1 to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
 - 2 in accordance with applicable laws –
 - A. to hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - B. to assign work, to make determinations with respect to contracting out and to determine the personnel by which agency operations shall be conducted;
 - C. 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
 - D. to take whatever actions may be necessary to carry out the agency mission during emergencies.
- b. Nothing in this section shall preclude an agency and any labor organization from negotiating –
 1. at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 2. procedures which management officials of the agency will observe in exercising any authority under this section; or
 3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 4 EMPLOYEE RIGHTS

Section 1. Employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist in forming a Union or to refrain from such activity in accordance with the Civil Service Reform Act of 1978 and applicable laws and regulations. In the exercise of this right employees shall be free from any and all interference, coercion, restraint, and discrimination.

Section 2. All employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy.

Section 3. Nothing in this Agreement shall require an employee to become or remain a member of the Union or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

Section 4. An employee has a right to Union representation if he/she requests such representation at any examination in connection with an investigation if the employee reasonably believes disciplinary action could result from the examination.

ARTICLE 5 UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall accept employees of the bargaining unit as members without discrimination based on color, race, religion, creed, age, sex, national origin, sexual orientation, political affiliation, marital status, and physical or mental handicap.

Section 2. The Union shall act for and negotiate agreements covering all employees in the bargaining unit and shall be obligated to represent the interest of all employees without discrimination and without regard to union membership in matters covered by this Agreement.

Section 3. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or

more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 4. The Union President will be notified of all new bargaining unit employees within one week of their reporting date. The Union will be afforded 60 minutes of official time to orientate all new bargaining unit employees.

Section 5. Union representatives shall be given reasonable access to FAA telephone lines, fax machines, e-mail, computer and copy machines for the purpose of conducting official labor relations business regarding grievances, and other representational matters, at no cost to the Union. Government telephone lines, fax machines, e-mail, computers and copy machines shall not be used to conduct internal union business.

Section 6. The Employer shall provide a bulletin board for posting of Union material. The Parties will determine the location and size of the Union bulletin board. Union literature may be posted on Union bulletin boards provided by the Employer. Literature placed on the Union bulletin board must not violate any laws, or regulation, or the security of the Employer, or contain scurrilous or libelous material. Should a dispute occur regarding the nature of posted material, the Union agrees to remove the questionable material until the matter is resolved. The Union shall be permitted to post notices of its local meetings on the Union bulletin board.

ARTICLE 6

UNION REPRESENTATION AND

OFFICIAL TIME

Section 1. The Employer agrees to recognize national officials, local officials, union stewards, and other authorized representatives designated by the Union. The Employer agrees to recognize the vice president of AMP-200 and two union representatives for the purpose of official time. All designations will be in writing and kept current. Additions, deletions, or other modifications to the representative's list will not be recognized until such time as the Union has notified the Labor Relations Office of the change in writing.

Section 2. When a Union representative is detailed to a position outside the bargaining unit, the Union may name a designee to act in their place as a Union representative.

Section 3. Union representatives will be authorized a reasonable amount of official time to accomplish appropriate representational activities as specified under this agreement and Title 5 U.S.C., Chapter 71. The following procedures shall apply to Union representatives who wish to leave their assigned work area on official time, as authorized under this agreement.

a. When a Union representative desires to leave their assigned work area to conduct authorized representational business, that Union representative must notify their immediate supervisor. In requesting release, the Union representative will inform the supervisor of the nature of the representational function to be performed, destination, and estimated duration.

b. If operational requirements permit, the Union representative shall be released. If release cannot be granted because of workload considerations, the supervisor shall advise the Union representative when release would be appropriate.

c. When the Union representative intends to meet with employees in another work area, the representative shall make arrangements for such meeting with the first level supervisor of the employees involved, subject to workload considerations.

d. Upon entering a work area other than their own to meet with bargaining unit employees, the Union representative shall advise the immediate supervisor of his/her presence, the employee(s) to be contacted, and the estimated duration of the meeting.

e. Upon completion of authorized representational business, the Union representative shall advise the immediate supervisor of the contacted employees of his/her departure.

f. Upon return to the work area, the Union representative shall advise the supervisor of his/her return.

A record of all official time used under this agreement shall be maintained by the first level supervisor. The union representative at the completion of each occurrence of use of official time shall provide necessary information to the supervisor.

Section 4. In the interest of efficient conduct of government business and the economical use of government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with the internal management of the Union, such as soliciting membership,

collecting dues, campaigning for Union office, conducting elections for employee organization officers, and distributing literature will be conducted outside of regular working hours.

Section 5. The Union's officers who are not employees shall be permitted to visit the duty locations of the Employer. Arrangements for such visits shall be made in advance. Any meetings with employees must be on the non-duty time of the employees.

ARTICLE 7

DISCIPLINE AND ADVERSE ACTION

Section 1. For purposes of this Article, a disciplinary action is defined as an oral admonishment, written reprimand or a suspension of fourteen (14) days or less; an adverse action is defined as a removal, a suspension of more than fourteen (14) days, a reduction in pay or career level, or a furlough of thirty (30) days or less for reasons other than a lapse of congressional appropriations. The removal of probationers is an exception to this Article.

Section 2. Disciplinary and adverse actions shall be accomplished in accordance with applicable agency guidelines and this Article. Disciplinary and adverse actions shall be taken only for just cause. Adverse action may be taken only for such cause as will promote the efficiency of the service and must be supported by a preponderance of the evidence.

Section 3. All facts pertaining to a disciplinary/adverse action shall be developed as promptly as possible. Disciplinary/adverse actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking disciplinary/adverse action.

Section 4. An employee against whom action is proposed under this Article shall have the right to review all the information relied upon to support the action and shall be given a copy upon request.

Section 5. At the employee's request, the Union shall be provided with a copy of all correspondence to the employee that is related to the action.

Section 6. The employee and their representative shall be granted a reasonable amount of official time, provided they are otherwise in a duty status, of up to eight (8) hours in a case involving an adverse action and up to four (4) hours in a case involving a disciplinary action for preparation and presentation of answers to

proposed actions under this Article. The official time authorized in this Section may be extended for good cause shown.

Section 7. The Employer's table of penalties should be used, when applicable, as a guide to determine an appropriate penalty. If applicable, appropriate penalties for offenses unlisted in the table of penalties may be derived by comparing the nature and seriousness of the offense to those listed in the table, the employee's previous history of discipline, and other relevant factors in each individual case. In assessing penalties, consideration shall be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a two-year time frame should be used in determining the applicability of a previous offense to a current action.

Section 8. Letters of reprimand and documents related to them should be removed from the Official Personnel Folder after 1 year if no further related instances have occurred but in no case shall it remain for more than 2 years. They shall be removed from the Folder and destroyed immediately if ruled to be unjustly issued.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide the procedure for the timely consideration of grievances. It shall be the exclusive procedure available to the Parties and the employees in the recognized unit for matters which fall within its coverage. Any employee, group of employees, or the Parties may file grievances under this procedure. Grievances shall receive fair consideration without prejudice or discrimination and shall be handled expeditiously. The Parties agree to cooperate to resolve grievances informally at the lowest possible union and management levels.

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

a. By an employee concerning any matter relating to the employment of the employee;

b. By the Union concerning any matter relating to the employment of any unit employee; or

c. By a unit employee or either Party concerning:

(1) The effect or interpretation or claim of breach of this collective bargaining agreement ; or

(2) Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment as provided in Title 5 U.S.C., Chapter 71.

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

a. Any claimed violation of Subchapter III of Chapter 73, Title 5 U.S.C. (relating to political activities);

b. Retirement, life insurance, or health insurance.

c. A suspension or removal relating to national security matters;

d. Any examination, certification, or appointment, Title 5 U.S. C. 7121(c)(4);

e. The classification of any position which does not result in the reduction in career level or pay of an employee;

f. The content of published agency regulations.

g. Discharge of a probationary employee.

h. The following matters subject to statutory appeals procedures:

(1) Disputes involving the FLSA.

(2) Disputes related to RIF's

(3) Discrimination complaints

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

Section 5. In matters relating to overtime entitlement under the Fair Labor Standards Act, as amended, the compliance and complaint system shall be administered in accordance with Office of Personnel Management regulations.

Section 6. Employees are entitled to be assisted by their Union representative in the presentation and processing of grievances. Any employee or group of employees covered by this agreement may present a grievance on their own behalf. However, the Employer shall advise the Union and the Union shall have the right to have its representative present during the grievance proceedings. The employee and their representative shall be given a reasonable amount of official time to prepare the grievance if they are otherwise in a duty status and the representative is employed at that location. The right of individual or group presentation does not extend beyond Step 1 of the following procedure and does not include the right of taking the matter to arbitration unless the Union agrees to do so.

Section 7. Grievances filed by an employee(s) or their representative.

Step 1. The Parties agree a grievance is initiated when an aggrieved employee and/or their Union representative file a grievance writing on FAA form 3770-2 with the aggrieved employee's immediate supervisor. Such written grievance must be filed within fifteen (15) calendar days of the date of the event giving rise to the grievance or within fifteen (15) calendar days of the time the employee may have been reasonably expected to have learned of the event. The grievance shall be submitted on a grievance form supplied by the Employer and shall contain the following information:

- a. The name of the grievant.
- b. The Article(s) of the agreement, if any, alleged to have been violated.

- c. A description of the facts surrounding the grievance.
- d. The corrective action desired
- e. The Union representative's name.

The supervisor shall answer the grievance in writing within fifteen (15) calendar days. A copy of the answer shall be provided to the appropriate Union representative.

Step 2. If the employee or the Union is not satisfied with the answer, a formal grievance may be submitted to the second level supervisor within fifteen (15) calendar days from the receipt of the answer. A decision shall be delivered to the employee with a copy to the appropriate Union representative within fifteen (15) calendar days after receipt of the grievance.

Step 3. If the Union is not satisfied with the decision, it may within twenty (20) calendar days of the date of the decision, or the day the answer was due, advise the designated Labor Relations Specialist, by certified mail, that it desires the matter to be submitted to arbitration in accordance with Article 10 of this agreement.

Section 8. Grievances filed by Union or Employer.

Step 1. In the case of any grievance involving the interpretation or application of this agreement which the Union may have against the Employer, or which the Employer may have against the Union, the moving Party shall submit the grievance in writing within fifteen (15) calendar days of the event giving rise to the grievance or within fifteen (15) calendar days of the time the moving Party may have been reasonably expected to have learned of the event. The written grievance shall provide the following information:

- a. The facts upon which the grievance is based;
- b. The Article and Section, if any, of the agreement alleged to have been violated;

c. The corrective action desired.

The responding Party shall answer the grievance in writing within fifteen (15) calendar days following the date the grievance was received.

Step 2. If the moving Party is not satisfied with the answer and desires the matter to be submitted to arbitration, it shall so advise the designated Labor Relations Specialist in the event of a Union filed grievance or the National Office of the Union in the event of an Employer filed grievance. Such notice shall be served by certified mail within twenty (20) calendar days following receipt of the respondent's answer or the date the answer was due.

Section 9. Optional Mediation. The Parties may mutually agree to request the assistance of a mediator at any step of the negotiated grievance procedure. 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 ten (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.

Section 11. Failure of a grievant to proceed with a grievance within any time limits specified in this Article shall render the grievance void or settled on the basis of the last decision given by management, 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 enable the Union to advance the grievance to the next step without a decision.

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

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

Section 14. Grievances concerning disciplinary or adverse actions, as defined in Article 7, Section 1, are to be submitted under Article 8, Section 7, beginning with Step 2.

ARTICLE 9

ARBITRATION

Section 1. Arbitration. Within 7 days after the request for arbitration is delivered, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) provide a list of seven arbitrators. FMCS fees for lists, panels and other major services shall be borne equally by the Parties. Within ten (10) days of receipt of the list of arbitrators, representatives of the Parties 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.

a. The arbitrator shall hear the grievance as promptly as practicable on a date and at a site mutually agreeable to the Parties. The grievant and/or the Union representative, if an employee of the FAA, shall be given a reasonable amount of official time to present the grievance, if otherwise in an active duty status. The number of witnesses shall be limited to those determined necessary by the arbitrator and who can be spared from their duties without interference to the mission of the facility. The Employer will make every reasonable effort to release employees called as witnesses. FAA employees who are called as witnesses shall be in a duty status, if they are otherwise in a duty status. Each Party shall bear the expense of its own witnesses. The arbitrator shall submit their decision to the FAA, the aggrieved employee, and/or the Union representative, as soon as possible, but in no event later than thirty (30) days following the close of the record before them unless the Parties waive this requirement. The decision of the arbitrator is final and binding.

b. The arbitrator's fees and expenses of arbitration incurred under this Article shall be borne equally by the Parties. If a verbatim transcript of the hearing is made and either Party desires a copy of the transcript, that Party will bear the expense of the copy or copies they obtain. The Parties will share equally the cost of the transcript, if any, supplied to the arbitrator.

c. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to them. The arbitrator shall not add to, detract from, or in any way alter the provisions of this Agreement. In disciplinary cases, the arbitrator may vary the penalty to conform to their decision provided it is consistent with the law.

Section 2. In lieu of the normal arbitration procedures in this Article, the Parties may refer a particular grievance to expedited arbitration. The hearing shall be conducted as soon as possible and shall be informal in nature. There shall be no briefs, no official transcript, no formal rules of evidence, and the arbitrator shall issue a decision as soon as possible but no later than five (5) days after the official closing of the hearing unless otherwise agreed between the Parties. Determinations as to whether expedited arbitration shall be utilized shall be based on the facts and circumstances of each case; however, only those grievances where the passage of time would preclude a remedy or result in irreparable harm are subject to this expedited procedure.

Section 3. The Parties may, by mutual agreement, stipulate the facts and the issue in a particular case directly to an arbitrator for decision without a formal hearing. Argument will be by written brief.

Section 4. Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this agreement or is subject to arbitration shall be submitted to the arbitrator as a threshold issue for decision.

ARTICLE 10

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 the Professional Association of Aeronautical Center Employees 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 sufficient 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 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 Section 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 4. 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 (a); exclusive of initiation fees, assessments, fines, and similar charges and fees.

a. If the amount of regular dues is changed by the Union, the President of the Union will notify the Payroll Operations 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 Operations Division, unless a later date is specified by the Union. A new SF 1187 is not required. Only one change may be made in any period of 12 consecutive months (i.e., 12 months must elapse between changes).

SECTION 5. The 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 (1) 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 6. 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 the secretary/treasurer, Professional Association of Aeronautical Center Employees and transmitted to the address furnished by the Union.

a. At the time of each remittance to the secretary/treasurer, Professional Association of Aeronautical Center Employees will be sent a statement giving the following information:

(1) Identification of office or facility.

(2) Identification of the Union.

(3) Names of members for whom deductions were made, in alphabetical order, and amount of each deduction.

(4) Names of members for whom deductions previously authorized were not made, with coding to show the reason for non-deduction.

(5) Total number of members for whom dues were withheld

(6) Amount remitted.

c. The Union agrees to keep the Program Director, Office of Financial and Budget Services, currently informed as to the business address of the Union.

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.

SECTION 8. The Parties recognize that payment of Union dues is a personal obligation of the employee who has authorized dues withholding. In the event the withholding of an employee's Union dues is terminated or suspended due to the Employer's administrative error, the Employer shall collect dues from the employee for the period during which no dues were withheld and shall remit to the Union the amount collected from the employee.

ARTICLE 11

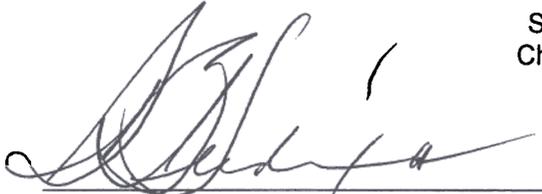
DURATION

Section 1. This agreement will become effective upon approval by the FAA Administrator or designee. If the Agreement has not been approved or disapproved within thirty (30) days from the date of its execution by the parties, it shall go into effect subject to Title 5, Chapter 71, United States Code.

Section 2. This agreement shall become effective on the date it is executed by the Parties and shall remain in effect for a period of one year or until a replacement collective bargaining agreement is negotiated by the Parties, whichever is earlier.

PERFESSIONAL PROFESSION AERONAUTICAL CENTER EMPLOYEES
NAS TECHNICAL SEVICES DIVISION (AMP-200)
INTERIM LABOR MANAGEMENT AGREEMENT

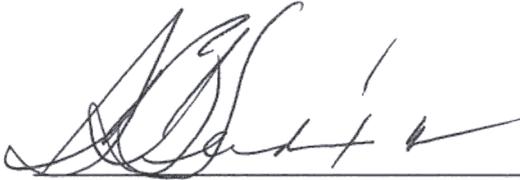
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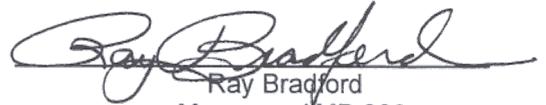
Samuel B. Hendrix, III
President, PAACE



Irvin McKey
Labor Relations Specialist



Samuel B. Hendrix, III
President, PAACE



Ray Bradford
Manager, AMP-200

9/7/08
Date

This contract approved Raymond B. Thomas 9-22-08

Title: Deputy Asst. Admin. for Labor Relations