Agreement

between the

Professional Aviation Safety Specialists (AFL-CIO)

and the

Federal Aviation Administration U.S. Department of Transportation

January 14, 2025

This document is subject to change in advance of printing

This language has undergone rigorous review by PASS and management and is considered mutually agreed. However, as with any negotiated document, it is subject to continued review. The Parties have put forth their best efforts to ensure the provisions agreed upon are free of typographical or other errors. Should any typographical or other errors be found prior to printing, the Parties agree that they will meet to correct such errors.

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Preamble

This collective bargaining agreement, hereinafter referred to as the "Agreement," is designed to improve working conditions for all bargaining unit employees, facilitate the amicable resolution of disputes and contribute to the growth, efficiency, and prosperity of the safest and most effective air traffic control system in the world. The true measure of the Parties' success will not be the number of disagreements the Parties resolve, but rather the trust, honor, and integrity with which the Parties jointly administer this Agreement.

ARTICLE 1 – Parties to the Agreement

Section 1. This Agreement is made by and between the Professional Aviation Safety Specialists (AFL-CIO), hereinafter referred to as "PASS" or the "Union," and the Federal Aviation Administration, Department of Transportation, hereinafter referred to as the "FAA" or the "Agency," and collectively as the "Parties."

Section 2. The Agency recognizes the Union as the exclusive bargaining representative for all Air Traffic Organization (ATO) employees for whom it has been certified as the exclusive representative by the Federal Labor Relations Authority as referenced in Appendix I, to include employees in bargaining unit status (BUS) codes 0067, 1384, 5594, and 5985.

Section 3. This Agreement shall cover all bargaining unit employees in the bargaining units described in Section 2. If the bargaining units described in Section 2 are amended to include other employees, those employees shall be covered by this Agreement.

ARTICLE 2 – Union Representatives

Section 1. The Union may designate representatives at any organizational level where bargaining unit members exist to deal with the Agency at the corresponding level.

Additionally, the Union may designate a representative to deal with the Agency at each management level within each District in the ATO/Technical Operations Organization and all other equivalent management levels within each District where a reasonable relationship to representation exists.

Where a Union representative is designated to represent more than one organizational level, they shall initially deal at the lowest level appropriate to the issues involved. At the designated representative's option, they may designate a different individual to deal with specific issues or to cover periods of absence. The designation of all Union representatives shall be in writing and kept current. Representative or designees specified in this Article shall be the only persons authorized to represent the Union in any dealings with the Agency at the level designated.

Section 2. The Union shall provide the appropriate manager with names of all Union representatives within their organization. All designations will be in writing and kept current. The

Union may post the names, home phone numbers, e-mail addresses, mobile device numbers, and Union Internet addresses of representatives on Union bulletin boards.

Section 3. The Agency will make every effort to avoid placing a Union representative on a non-voluntary temporary internal assignment that would prevent that representative from performing their representational functions. The Agency agrees to notify the Union at the next higher level prior to placing any designated Union representative on temporary internal assignment away from the representative's normal duty station.

Section 4. Any Union official and/or a designee shall be permitted to visit Agency facilities to perform representational duties, subject to prior notification.

Section 5. Absent an emergency or special circumstance, upon request, Union representatives shall be released on official time for valid representational duties to the extent practicable.

The granting of time in this Section is exclusive of time provided for by the Federal Service Labor-Management Relations Statute (negotiations or proceedings before the FLRA as provided for in 5 USC 7131(a) and (c), investigations, formal discussions/meetings, meetings initiated by an Agency management official, or any other provision of this Agreement).

Union representatives will not leave their assigned work areas and/or assigned tasks to conduct representational activities without obtaining prior approval from their immediate supervisor.

Section 6. Union representatives or their designees who are granted official time may pursue their representational duties off premises when on official time unless there is a particular reason to anticipate an emergency or special circumstance which would necessitate a need for them to resume work. The Union representative shall notify the manager/supervisor of their intention to perform representational duties off the premises and the manager/supervisor may impose some reasonable requirement as to periodic call-ins or similar communication as a protection against unexpected emergency need for the representative's return to duty.

Section 7. Union representatives shall record their use of official time via the Agency's automated time tracking system, with the appropriate category into which the use of all such official time falls as defined below. If the Parties discover certain official time activities are not being recorded in the proper category, the Parties agree to meet at the national level to resolve the problem.

Term Negotiations: Includes time used by Union representatives for, or in preparation for: (1) negotiations over a basic agreement; or (2) negotiations over the supplementation or renegotiation of that agreement or under a reopener provision in that agreement.

Mid-Term Negotiations: Includes time used by Union representatives for, or in preparation for, negotiations occurring during the term of that agreement (i.e. mid-term bargaining). This category includes both interest-based and position-based negotiations. FMCS, FSIP, and interest arbitration services are also included in this category.

Dispute Resolution: Official time granted for employee representation functions in

connection with such things as grievances, arbitrations, adverse actions, alternative dispute resolution (ADR), and other labor relations complaint and appellate processes. This category may also include Union counseling of employees on problems, phone calls, e-mails, and meetings with management concerning employee complaints/problems that are pre-grievance or pre-complaint, but not part of any formal ADR process.

General Labor-Management Relationship: Official time authorized for representational functions in connection with all other activities not covered by the categories of Negotiations and Dispute Resolution. This category might include labor-management committees, partnership activities where the Union is represented, consultation, pre-decisional meetings, walk-around time for OSHA inspections, labor relations training for Union representatives, and formal and Weingarten meetings under 5 USC § 7114(a)(2)(A) and (B).

To the extent HRPM LWS-8.21, Guidance on Reporting Official Time, is consistent with the CBA, it will be used by the Parties as guidance on recording official time. If either Party has a concern over the approval or usage of official time, the Parties agree to meet at the national level to develop and implement a plan to resolve the concern in a timely manner.

Section 8. Union representatives on full or part-time official time away from their official duty stations that do not have the capability to submit time tracking data shall submit data to an authorized individual at their official duty stations. An authorized individual at the official duty stations shall complete time tracking entries on their behalf.

Section 9. If otherwise in a duty status, Union representatives as defined in Sections 1 and 2, who have not previously had PASS Representative training, shall be granted, on a one-time basis, official time for one course not to exceed forty (40) hours, including travel time, to attend the PASS Representative training for the mutual benefit of the Union and the Agency. Travel expenses shall not be paid by the Agency under this Section. The Union's Regional Vice President or their designee shall notify the Agency in writing of the participants in the course at least forty-five (45) days prior to the start of the PASS Representative training course, unless otherwise mutually agreed to by the Parties.

Section 10. Each Union representative as designated in Section 1 of this Article shall be granted sixteen (16) hours of official time to receive orientation on the meaning of this Agreement. In the event the representative is officially replaced, their successor will be granted sixteen (16) hours of official time to receive such orientation, provided they have not previously received this orientation. Attendance at any joint orientation will satisfy the requirements of this Section.

Section 11. In accordance with law, no more than ten (10) of the Union's legislative representatives per year will be allowed forty (40) hours of official time each to participate in the Union's legislative activities as staffing and workload permit. Travel expenses shall not be paid by the Agency under this Section.

The Union shall provide the Agency at least thirty (30) days written notice indicating the date(s) and the names of the unit employees who will be using this grant of time. The granting of this time shall take precedence over the approval of pending annual leave requests for the date(s)

requested.

Section 12. Union representatives, as defined in this Article, shall be granted annual leave, compensatory time off, or leave without pay to attend regular Union meetings, as staffing and workload permit.

Section 13. Staffing and workload permitting, Union delegates, alternates and national committee members shall be granted annual leave, compensatory time off, or leave without pay, at their option, to attend the National PASS convention and the National Marine Engineers' Beneficial Association (MEBA) convention. The Union will provide the Agency at the national level with a list of such delegates, alternates, and committee members. Leave requests shall be filed at least forty-five (45) days in advance of the conventions. The granting of this time shall take precedence over the approval of pending annual leave requests for the date(s) requested.

Section 14. Once annually, Union representatives may be granted excused absence for short periods of time, ordinarily not to exceed sixteen (16) hours of time, to receive information, briefings, or orientation relating to the Federal Service Labor-Management Relations Statute. Such meetings may be held locally, regionally, or nationally. The Parties shall provide agendas for meetings under this Article. Determinations as to whether an individual can be spared from duty shall be made by the Agency, based on staffing and workload.

Section 15. The Agency recognizes the right of a duly recognized Union representative to express the views of the Union, provided those views are identified as Union views.

Section 16. The Agency will not assign work to a Union representative solely for the purpose of intentionally interfering with their representational duties under this Article.

Section 17. Due to the differences in size and reporting relationships of Eastern Region offices, the Union may designate one (1) representative from each non-Technical Operations organization, in lieu of the provisions in Section 1 of this Article.

ARTICLE 3 – National and Regional Union Officials

Section 1. Union members who are elected or appointed to serve in an official capacity as a national or regional representative of the Union shall, upon request, be entitled to Leave Without Pay (LWOP) up to the duration of their terms of office or appointment. Requests for additional Union representatives to be placed on LWOP may be made by the Union. Such requests shall not be unreasonably denied. If such a request is denied, a written justification will be provided to the Union President upon request.

Requests for LWOP shall be certified by the National office of the Union. A Union member on such leave of absence shall be entitled to all such continued benefits, including participation in the federal retirement program, as provided in applicable laws and regulations. Basic pay for Union members who have been granted LWOP under this Section shall be set as though the employee never left their position of record, accruing all annual increases to which they would have been

entitled.

Upon completion of the period of LWOP, the Union member shall be returned to duty at the facility to which they were assigned prior to them assuming LWOP status. By mutual agreement between the Union member and their employing organization at the Directorate level or equivalent organizational level, they may be returned to a duty station other than the duty station to which they were assigned prior to their assuming LWOP status. In the event there is a reduction-in-force at that facility while the Union member is in a LWOP status, the Union member's future duty station status and duty location shall be determined in accordance with Article 107 of this Agreement. Upon written notice to the Agency that the need for LWOP granted under this section has ended, Union members shall be permitted to return to duty prior to the termination date of their LWOP status. Such request for return to duty shall be certified by the national office of the Union.

Section 2. The Union Regional Vice Presidents/National Flight Program Operations Representative/National Mission Support Program (MSS) Representative shall normally deal with the Agency's Service Area Directors or their designee or equivalent management level. The Agency shall deal with the national officers of PASS at the national (Washington, D.C.) level. Representative or designees specified in this Article shall be the only persons authorized to represent the Union in any dealings with the Agency at the level designated.

Section 3. Each of the Union's four Regional Vice Presidents (PASS Regions I, II, III, and V) shall be granted forty (40) hours of official time per pay period to resolve grievances, prepare for meetings with the Agency, and to carry out representational responsibilities. In addition, the Union's National President may appoint six (6) Regional Assistants, one (1) National Assistant, one (1) National Flight Program Operations Representative, one (1) National Air Traffic Services (ATS) Representative, and one (1) National MSS Representative. The six (6) Regional Assistants and one (1) National Assistant shall be granted eighty (80) hours of official time per pay period for the same activities.

The National Flight Program Operations Representative shall be granted twenty-four (24) hours of official time per pay period, the National ATS Representative shall be granted thirty-six (36) hours, and the National MSS Representative shall be granted forty (40) hours of official time per pay period for their representational responsibilities. If additional official time is needed to perform representational activities, it shall be granted, staffing and workload permitting.

The Regional Vice President for Region V will also serve as either the national representative for National Flight Program Operations Representative, National ATS Representative, or National MSS Representative. The Union will notify the Agency at the national level of this designation.

In the event additional bargaining units are covered by the Agreement pursuant to Article 1, the Parties agree to negotiate appropriate official time for representatives for the additional units in accordance with Article 70.

No Permanent Change of Station funds or overtime will be paid under this Section.

Section 4. Leave in excess of the two hundred forty (240) hour maximum accumulation limit must be scheduled and used during the leave year in which it is earned.

Section 5. Each of the four (4) Regional Vice Presidents or their Regional Assistants, the National Assistant, the National Flight Program Operations Representative, the National ATS Representative, and the National MSS Representative, as appropriate, shall be entitled to travel and per diem to attend meetings specifically arranged by the Agency to which the Union has been expressly invited.

Section 6. Each of the representatives described in Section 3 will comply with procedures established to administer the official time and travel entitlements provided under this Article.

Section 7. The Agency shall not be responsible for providing office space or the use of any equipment or facilities to the National and Regional Assistants, National Flight Program Operations Representative, National ATS Representative, and National MSS Representative, unless otherwise agreed. The National Assistant shall not serve as a Union representative for any organizational unit outside the jurisdiction of the National President. Regional Assistants shall not serve as Union representatives for any organizational unit outside the jurisdiction of the Regional Vice President they were appointed to assist.

Section 8. It is the intent and understanding of the Parties that the National and Regional Assistants will contribute significantly to the effectiveness of labor-management relations and promote a harmonious working relationship between the Parties. To this end, they will be delegated authority by the Union to act on behalf of the National President or Regional Vice Presidents, as appropriate, and they will be readily accessible to the Agency officials with whom they deal.

Section 9. The National Flight Program Operations Representative, National ATS Representative, and National MSS Representative may delegate their authority to a designee from within the Flight Program Operation, ATS, or MSS workforces, respectively, during a period of absence. Such designation shall be in writing and submitted to the Agency as soon as practicable prior to the absence. The designee shall be granted official time as indicated in Section 1. At no time will more than one (1) employee receive official time reserved for the National Flight Program Operations Representative, National ATS Representative, or National MSS Representative positions under Section 3 of this Article.

Section 10. For travel that meets the criteria specified in this Article, the Union representative will obtain approval for travel from the Service Area Director, program Director or other appropriate Agency official.

ARTICLE 4 – Representation Rights

Section 1. The Union retains the right to determine its representatives in accordance with this Agreement. The Union will determine if its representation to the employee under this Article may be provided either in person, virtually, or by telephone.

Section 2. Formal Discussions.

As specifically provided under 5 USC § 7114 (a)(2)(A), the Union shall be given advance notice and the opportunity to designate a representative to attend any formal discussion between one (1) or more representatives of the Agency and one (1) or more employees in the unit or their representatives concerning any grievance or any personnel policies or practices, or other general condition of employment. The Agency shall advise the Union at the corresponding level, in advance, of the subject matter. This does not apply to mid-term negotiations under this Agreement.

Section 3. Investigatory Examinations.

a. When it is known that the subject of a meeting is to discuss or investigate a disciplinary, or potential disciplinary situation concerning that employee, the affected employee shall be notified of the subject matter in advance. The employee shall also be notified of their right to be accompanied by a Union representative if they desire and shall be given a reasonable opportunity to obtain such representation and confer confidentially with the representative before the beginning of the meeting.

b. If, during the course of any meeting or discussion between the Agency and an employee, it becomes apparent for the first time that discipline or potential discipline could arise against the employee as a result of their response(s), the Agency shall stop the meeting and inform the employee of their right to representation if they desire, and provide a reasonable opportunity for the employee to obtain Union representation and confer confidentially with the representative before proceeding with the meeting, if requested.

c. The Union or the employee may request short breaks during the interview. Such requests shall not be unreasonably denied or interfere with the Agency's effort to conduct the investigation.

d. This section applies to meetings conducted by all management representatives, including DOT/FAA security agents and EEO investigators. The above provisions shall apply to meetings conducted by the National Transportation Safety Board (NTSB) to the extent the provisions are consistent with NTSB regulations and procedures.

e. In an interview where possible criminal proceedings may result, and the employee is the subject of the investigation, the employee will be informed of the general nature of the matter (i.e., criminal or administrative misconduct) being investigated, and, upon request, be informed whether or not the interview is related to possible criminal misconduct by the employee. The employee will be required to answer questions only after they have been informed that they must answer questions specifically related to their job performance or face disciplinary action. Any answers given under these circumstances are considered involuntary. Such answers may not be used against the employee in a subsequent criminal proceeding, except for possible perjury charges for giving any false answers while under oath. When a written declination of criminal prosecution is received from the appropriate authority, the employee will be provided a copy.

f. If the Agency decides to hold a meeting under this Section virtually or by telephone in lieu of an on-site meeting, the employee may request their Union representative be present during the telephone discussion. The Agency will provide the necessary telephone conference capability for all Parties. It shall be the employee's responsibility to make arrangements for the Union to participate in the telephonic meeting. Unrecorded FAA telephone lines shall be used if available.

g. If during the course of an official investigation an employee who is the subject of the investigation is recorded by the Agency and disciplinary action is taken against the employee based upon the results of the investigation, the employee, upon request, will receive a copy of the audio/video recording if it is in the possession of the Agency and not prohibited by law.

h. If the Agency holds an investigatory meeting at a location other than the employee's official duty station outside of their commuting area and the Union representative elects to attend the meeting in-person, the representative shall be granted official time for their attendance at the meeting.

Official time and travel and per diem will be authorized if the following conditions apply:

1. the employee requests Union representation within a reasonable time of notification of the location of the investigatory meeting.

2. the release of the Union representative from their hours of duty meet staffing and workload requirements,

3. the Union representative is otherwise in a duty status, and

4. the duty station of the employee and the Union representative are in the same commuting area.

If the Union designates a representative that is not in the commuting area of the employee, that representative will be authorized travel and per diem costs up to the amount that the Agency would have paid if the representative was in the commuting area.

i. HRPM ER-4.1 Standards of Conduct is not intended to limit an employee's right to discuss their statements and/or testimony regarding the subject matter of an official investigation with the Union, except in cases where such communication would interfere or disrupt the interview and/or compromise the integrity of the investigation.

Section 4. A Union representative, while performing their representational duties, will not be required to disclose information obtained from a bargaining unit employee who is the subject of an investigation, unless the confidentiality of the conversation with that employee is waived by the representative, or an overriding need for the information is established and disclosed to the Union representative.

Section 5. Information or documents that are available to the Union electronically on either the FAA Intranet or FAA links to the Internet sites meets the Agency's obligation under Section 7114(b)(4) of the Statute, provided the Agency identifies the specific location of the information by providing the Union with the applicable links to the information or documents.

Section 6. If a Union representative is denied permission to take photographs of an FAA facility in the course of their representational activities, the Union representative, upon request, will be provided with an explanation of the reasons for the Agency's decision.

Section 7. During meetings held below the Director level between the Agency and the Union, the Union shall be afforded representatives in equal numbers. Any such meetings shall be held at mutually agreeable times and places. When meeting, Union representatives shall be on official time, if otherwise in a duty status.

Section 8. No travel and per diem will be payable under this Article nor will official time for travel be granted, unless provided for in this Article or agreed to by the Parties.

ARTICLE 5 – Grievance Procedure

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

Section 2. Grievance Procedure. Except as limited or modified by this Agreement, the following shall be the exclusive procedure available to the Parties and the employees in the unit for resolving grievances. Any employee, group of employees, or either Party may file a grievance under this procedure. The Parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest possible management level.

a. A grievance shall be defined as any complaint:

1. by an employee concerning any matter relating to the employment of the employee;

2. by the Union concerning any matter relating to the employment of any unit employee; or

3. by a unit employee or either Party concerning:

(a) the effect or interpretation, or claim of breach of this collective bargaining Agreement; and/or

(b) any agreement reached under Article 70 herein; or

(c) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment as provided in the Civil Service Reform Act of 1978 or this Agreement; or

(d) any claimed violation of a past practice.

b. This procedure shall not apply to any grievance concerning:

1. any claimed violation of subchapter III of Chapter 73, Title 5, USC (relating to prohibited political activities);

2. retirement, life insurance, or health insurance;

3. a suspension or removal under Section 7532, Title 5, USC (relating to national security matters);

4. any examination, certification, or appointment, Title 5, USC § 7121(c)(4);

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

6. the removal of probationers;

7. a reduction-in-force (RIF). If the RIF is not covered by a statutory procedure, it is agreed that a dispute resolution procedure relating to any grievance concerning a reduction-in-force will be negotiated by the Parties in conjunction with the negotiation of reduction-in-force procedures under Article 107, Section 2.

Section 3. Discriminatory Practice Grievances. In matters relating to 5 USC § 2302(b)(1) dealing with certain discriminatory practices (i.e., equal employment opportunity (EEO) discrimination), 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 4. Adverse Action Grievances. In matters involving a removal or reduction in pay for unacceptable performance, or a removal, suspension for more than fourteen (14) calendar days, a reduction in pay or a furlough of thirty calendar (30) days or less, an aggrieved employee shall have the option of utilizing this procedure or any other statutory appeals procedure, but not both.

Section 5. Union Representation. Any employee requiring representation, who wishes to contact a Union representative, shall be authorized to do so when staffing and workload permit. Contact may be in person or by official, unmonitored, government telephone.

Section 6. Grievance Process. The following constitutes the Parties' grievance process.

a. Grievance and Arbitration Filing Means. Grievance and arbitration submissions/filings described within this Article shall be made in writing to the appropriate management official personally, by email, or other verifiable means (i.e., fax, certified mail, etc.).

b. Grievance Filing Levels.

1. Grievances filed by an employee, a group of employees, or by the Union on behalf of employee(s), shall be filed at the Step corresponding with the lowest level of management/representation as defined in Appendix II with the authority to resolve the grievance. When an alleged violation involves more than one employee, the Union is encouraged to file one grievance on behalf of all affected employees.

2. Grievances concerning disciplinary actions, as defined in Article 18 of this Agreement, shall be submitted in writing beginning with Step 2, rather than Step 1, of this procedure.

3. National grievances filed by the Agency against the Union shall be filed in accordance with Section 6g.

4. National grievances filed by the Union against the Agency shall be filed in accordance with Section 6h of below.

c. Grievance Form and Content. Grievance(s) shall be submitted on FAA Form 3770-2 or an electronic equivalent and include the following information:

1. date of alleged violation;

2. date submitted;

3. name of the grievant(s);

4. name of their Union Representative (if applicable);

5. issue(s)/subject of the grievance;

6. a statement of facts and description of dispute;

7. the alleged contractual provision(s) violated (this is not meant to be all inclusive), if any; and

8. the corrective action desired.

d. Grievance Processing Officials. Agency and Union grievance processing officials are defined in Appendix II.

e. Information. 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.

f. Procedural Elevation Guidelines.

1. Failure of an employee or the Union to proceed with a grievance within any of the time limits specified in this Article shall render the grievance void at that step, unless an extension of time limits has been mutually agreed upon in writing.

2. Failure of the Agency to render a decision within any of the time limits specified in this Article shall entitle the moving Party to progress the grievance to the next step without a decision.

g. Agency Grievances.

1. Grievances filed by the Agency shall be submitted, in writing, to the Union at the national level within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the Agency may have been reasonably expected to have learned of the event.

2. The Union at the national level, shall answer the grievance in writing within thirty (30) calendar days following the submission of the grievance.

3. If the grievance is denied, the reasons for denial will be in the written response.

4. The decision shall be submitted to the Executive Director Office of Labor and Employee Relations (Executive Director of LER).

5. The Agency may, within thirty (30) calendar days following receipt of the decision, notify the Union at the national level that it desires the matter be submitted to arbitration.

h. Union National Grievances.

1. The Union may file a national grievance on its own behalf or on the behalf of a group of employees.

2. Such national grievances shall be submitted to the Executive Director of LER within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of when PASS may have reasonably been expected to learn of the event.

3. The Agency shall answer the grievance within thirty (30) calendar days following submission of the grievance.

4. If the grievance is denied, the reasons for denial will be in the written response.

5. The decision shall be sent to the PASS National President with a copy to the PASS representative who filed the grievance and/or is named as the Union's point of contact for the matter.

6. The Union may, within 30 calendar days following receipt of the answer or, if no decision is rendered, the date the decision was due, notify the Executive Director of LER that it desires the matter to be submitted to arbitration.

7. National grievances and notifications of request for arbitration will be sent to the Executive and the Deputy Executive Directors of LER with an electronic courtesy copy to the Director of Labor Litigation and up to three other officials designated for that purpose by the Executive Director of LER. Failure to send an electronic courtesy copy shall not constitute a basis to raise a threshold issue with regard to the grievance.

i. Grievance Steps.

1. Step 1.

(a) A grievance shall be submitted by an employee or the Union, in writing, to the appropriate Step 1 Agency official within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the employee/Union may have been reasonably expected to have learned of the event.

(b) If the appropriate Step 1 official is not available, the employee/Union may submit the grievance to any management official who is available.

(c) If requested, the official shall sign for receipt of the grievance. The Step 1 Agency official shall answer the grievance in writing within twenty (20) calendar days following the submission of the grievance.

(d) If the grievance is denied, the reasons for denial will be in the written response.

(e) The decision shall be delivered to the Union Representative and the employee.

2. Step 2.

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

(b) Any Step 2 grievance should include the Union's reason(s) it disagrees with the Step 1 grievance decision.

(c) Grievances initiated at this Step shall be filed within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the

time the Union may have been reasonably expected to have learned of the event.

(d) Grievances addressing disciplinary actions shall be submitted within twenty (20) calendar days following the date of action.

(1) In the case of a written reprimand, the date of the action shall be the date on which the employee receives the reprimand, or if the employee provides a response to the reprimand, the date on which the employee receives the Agency's determination to sustain the reprimand.

(2) For all other disciplinary actions, the date of the action shall be the date on which an employee receives a final decision.

(e) The Step 2 Agency official shall answer the grievance in writing within twenty (20) calendar days following the submission of the grievance.

(f) If the grievance is denied, the reasons for denial will be in the written response.

(g) The decision shall be delivered to the Union Representative and the employee, if applicable, using an appropriate method of delivery where receipt is verifiable.

(h) The decision shall identify the Labor Relations Division Manager having jurisdiction over the grievance along with their email address and contact telephone number.

(i) The Agency will provide the appropriate Step 3 Union official a copy of its decision.

3. Step 3.

(a) If the Union is not satisfied with the Step 2 grievance decision or if no decision is rendered, within thirty (30) calendar days following receipt of the decision or the date the decision was due, the Union may elevate the grievance decision along with any reason(s) it is not satisfied with the Step 2 grievance decision by:

(1) Filing the Step 3 grievance with the appropriate Labor Relations Division Manager identified in the Step 2 response. Such a grievance will follow the timeframes provided in (b)(1) and (b)(2) below; or

(2) Advising the Labor Relations Division Manager identified in the Step 2 response that the Union desires the Step 2 grievance decision be reviewed during the Parties' Step 3 Grievance Resolution Meeting (GRM). When such notice has been given, the timelines for the grievance are held in abeyance until such time as the next GRM is conducted.

(b) Grievances initiated at Step 3 shall be filed within twenty (20) calendar days of the event giving rise to the grievance, or within twenty (20) calendar days of the time

the Union may have been reasonably expected to have learned of the event.

(1) The Step 3 Agency official shall respond to the grievance in writing within twenty (20) calendar days following the submission.

(2) If the grievance is denied, the reasons for denial will be in the written response.

(c) Step 3 Grievance Resolution Meetings (GRM).

(1) The Parties will convene a Step 3 Grievance Resolution Meeting, in person, or by teleconference/VTC or equivalent, if mutually agreed, at least once quarterly if there are elevated grievances pending GRM review.

(2) The Union's Regional Vice President, or National Representative, as appropriate, or their designee, the Step 3 Agency official, or their designee, and the Manager of the identified Labor Relations Branch and/or staff, or their designees, shall meet to discuss and attempt to resolve grievances identified in this process.

(3) The Union representative(s) shall be on official time if otherwise in a duty status, including reasonable travel time.

(4) Travel and per diem expenses for the Regional Vice President or National Representative, or their designee, will be authorized for one (1) meeting per quarter, if appropriate, under this Article.

(5) Subsequent to each meeting, the Step 3 Agency official shall provide a written decision on each grievance addressed during the meeting in writing within thirty (30) calendar days following the last day of the meeting.

(6) The decision shall be delivered to the appropriate Union official.

4. Step 4. **Arbitration.**

(a) The Union at the national level will notify the Executive Director of LER, with a copy to the Deputy Executive Director of LER, and provide a courtesy copy to the Director of Labor Litigation and any other official designated for that purpose by the Executive Director of LER, that the Union desires the matter be submitted to arbitration. Failure to send a courtesy copy in a timely manner shall not constitute a basis to raise a threshold issue with regard to the grievance.

(b) To be timely such notifications must be received:

(1) within thirty (30) calendar days following receipt of the Step 3 decision, or
(2) for grievances addressed during the Step 3 Grievance Resolution Meeting, within thirty (30) calendar days following receipt of the written decision from

the meeting, or

(3) if no decision is rendered, within thirty (30) calendar days of the date the answer was due.

Section 7. Arbitration.

a. Arbitrator Panel.

1. Panel Description. The Parties will create and maintain four (4) panels of seven (7) arbitrators corresponding to the following Agency Servicing Offices.

(a) National panel which will be used for Headquarters and National grievances;

(b) Eastern Service Area;

(c) Central Service Area; and

(d) Western Service Area.

2. Creation of Initial Panels. Within ninety (90) days of the effective date of this Agreement the Parties shall create the initial list of seven (7) arbitrators for each of the four (4) panels, which will be created using the following process.

(a) Each Party will submit four (4) arbitrators.

(b) Each Party shall strike two (2) of the other Party's four (4) submitted arbitrators and the remaining arbitrators will be added to the arbitration panel.

(c) The Parties shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for nine (9) arbitrators.

(d) Each Party shall strike three (3) arbitrators from the provided list of nine (9) arbitrators. The remaining three (3) arbitrators from the requested FMCS list will be added to the panel.

The arbitration panels established under this Section shall be maintained for the life of this Agreement except as described in Subsection 3 below.

3. Panel Vacancies.

(a) Each Party may unilaterally remove an arbitrator from a panel.

(b) Future vacancies on the panel caused either by a Party removing an arbitrator from the panel or in the event an arbitrator is unable to continue to serve on the panel will be filled by the Parties:

(1) Requesting a list of seven (7) arbitrators from FMCS; and

(2) Alternately striking an arbitrator from the list of seven (7) arbitrators from FMCS until one (1) arbitrator remains. The remaining arbitrator will be added to the panel to fill the vacancy.

b. Arbitrator Selection.

1. The advocates assigned to a particular grievance will attempt to mutually agree upon an arbitrator for a hearing.

2. If the Parties are unable to agree upon an arbitrator, the Parties shall determine which side will have the first strike and then alternately strike from the applicable panel of seven (7) until such time as one arbitrator is selected. The arbitration panel used for the arbitration shall normally be the panel corresponding with the location of the grievant.

3. If one of the Parties removes an arbitrator from the panel that has already been selected or agreed upon for a particular grievance(s), the arbitrator shall hear those cases.

c. Arbitration Scheduling.

1. Where the Union has not actively engaged with the Agency's representative to schedule the hearing within one hundred and eighty (180) calendar days after requesting arbitration, the grievance shall be considered withdrawn. The Parties may mutually agree to extend the timeline.

2. The grievance shall be heard by the arbitrator as promptly as practicable on a date and in a manner agreeable to the Parties.

d. Arbitration Hearing Procedures.

1. Hearings shall be conducted in person, absent mutual agreement of the parties to hold the hearing at an alternate location or videoconference, and shall be held at an FAA or any other mutually agreeable facility within or closest to the commuting area of the grievant.

2. The grievant and/or the Union representative, if an employee of the FAA, shall be given a reasonable amount of excused absence or official time, as appropriate, to present the grievance if otherwise in a duty status.

3. The Parties will exchange witness lists in a timely manner so the Agency will have sufficient time to release employees without unduly impacting the staffing and workload needs.

4. If either Party identifies an additional witness after the witness lists have been exchanged, they shall notify the other Party of the proposed witness as soon as

practicable.

5. The Parties are encouraged to agree on joint exhibits and exchange other evidence they intend to submit into the record, prior to the hearing. A Party is not precluded from introducing additional evidence during the hearing that has not been exchanged with the other Party.

6. FAA employees who are called as witnesses shall be in a duty status if otherwise in a duty status, including reasonable travel time. The Agency will make every reasonable effort to release employees called as witnesses and upon request, adjust their schedules to allow them to travel and participate in the hearing in a duty status.

7. Each Party shall bear the expense of its own witnesses.

8. The Parties may, by mutual agreement, stipulate to the facts and issue(s) in a grievance and directly submit to an arbitrator for a decision without a formal hearing. Arguments will be by written brief.

9. Questions regarding substantive and procedural arbitrability, including whether a grievance is withdrawn, shall be submitted to the arbitrator for decision at the same time the case is submitted to the arbitrator, unless otherwise ordered by the arbitrator prior to the scheduled hearing date or agreed to by the Parties.

10. The arbitrator shall confine themselves to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issues not so submitted to them.

11. In disciplinary cases, the arbitrator may vary the penalty to conform to their decision provided it is consistent with law, this Agreement, and FAA Personnel Management System (PMS).

12. The arbitrator shall submit their decision to the Agency and Union advocates as soon as possible, but in no event later than thirty (30) calendar days following the close of the record before them, unless the Parties mutually agree to waive this requirement.

13. Arbitrator decisions are final and binding.

14. The Parties retain their rights under 5 USC § 7122 and § 7123.

e. Arbitration Costs.

1. Arbitrator fees and expenses of arbitration incurred under this Article, other than a case following the Arbitration Review Process (ARP), including any cancellation fees where the grievance has been settled, shall be borne equally by the Parties.

2. For grievances submitted to the ARP process, if a resolution is not reached and this grievance is presented at binding arbitration, the Party that disagreed with the neutral

evaluator's opinion shall incur the arbitrator's fees and expenses if it does not prevail at the arbitration hearing. The arbitration decision must be sustained in full or denied in full for the said Party to incur the arbitrator's fees and expenses. In all other cases submitted for arbitration that are not sustained in full or denied in full, the arbitrator's fees and expenses of arbitration incurred shall be borne equally by the Parties.

3. If a 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.

4. The Parties will share equally the cost of the transcript(s), if any, supplied to the arbitrator.

f. Expedited Arbitration.

1. In lieu of the normal arbitration procedures in this Section, the Parties at the national level may, by mutual agreement, refer a grievance to expedited arbitration.

2. Determinations as to whether expedited arbitration shall be used 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.

3. The Parties shall meet and select an arbitrator by mutual agreement or by alternately striking names from the appropriate arbitration panel.

4. The hearing shall be conducted as soon as possible and informal in nature.

5. Absent mutual agreement otherwise, there shall be no briefs, no official transcript, and no formal rules of evidence.

6. The arbitrator shall issue a decision as soon as possible but no later than eight (8) calendar days after the official closing of the hearing unless otherwise agreed to by the Parties.

Section 8. Arbitration Review Process (ARP). In an effort to resolve grievances that have been elevated for arbitration in accordance with Step 4 of the grievance process, the Parties have established the voluntary Arbitration Review Process (ARP). The Parties must mutually agree whether a grievance will be submitted to the ARP. The ARP is not an arbitration hearing and the Parties retain their rights to binding arbitration as described under Section 7 unless the Parties reach a mutual resolution of the grievance.

a. ARP Procedures:

1. Any timelines applicable to the grievance are held in abeyance pending the outcome of the ARP.

2. The ARP will be scheduled quarterly in the months of February, May, September, and November, if there are selected grievances subject to ARP review.

3. The Parties shall agree on a date when grievances will be presented at the ARP. The Parties will agree on the number of days necessary to conduct the ARP.

4. If any ARP needs to be canceled, the Parties will work to avoid incurring cancellation fees. In the event cancellation fees are incurred, they will be borne equally by the Parties.

5. Each Party will be given an opportunity to make a presentation on the facts and relevant Collective Bargaining Agreement (CBA) provisions, laws, rules, and regulations, etc.

6. Each Party may provide the ARP Arbitrator and the opposing Party with documentation/declarations in support of their respective presentations. These declarations will be shared with the other Party at least five (5) workdays, if possible, prior to the presentation.

7. There will be no formal calling of witnesses and the rules of evidence will not apply.

8. The Parties will attempt to stipulate to facts, as necessary.

9. No transcript of the session shall be made.

10. Each Party shall have an opportunity to present its case for each grievance. Case presentations will be limited to up to forty-five (45) minutes. The ARP Arbitrator may grant the Parties a limited amount of additional time to present the case.

11. The moving Party will present first.

12. During the session, the ARP Arbitrator may address questions to the Parties.

13. The Parties reserve the right, at any time during this process, to settle, withdraw, or sustain any grievance.

14. If a Party wishes to schedule a grievance for arbitration under Section 7, it must notify the other party within thirty (30) calendar days of receipt of the ARP Arbitrator ’s written decision if it intends to submit the grievance to arbitration.

b. ARP Fees. The fees and expenses incurred under this ARP shall be borne equally by the Parties.

c. ARP Arbitrators.

1. The Parties will establish a separate panel of four (4) ARP Arbitrators.

2. The ARP Arbitrator panel will be created by the Parties submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of eight (8) arbitrators.

3. Each Party shall strike two (2) arbitrators from the FMCS list. The remaining four (4) arbitrators shall become the Parties ARP Arbitrator Panel.

4. The ARP Arbitrator Panel shall be maintained in alphabetical order (A-Z) by last name. The ARP Neutral Evaluator for a session will be selected in order from the Panel list, absent mutual agreement by the Parties to deviate from the process.

5. The ARP Arbitrators may not serve as an arbitrator for any grievances they have evaluated in the ARP process.

6. ARP Arbitrator Panel Vacancies.

(a) Either Party may unilaterally remove any ARP Arbitrator from the ARP panel.

(b) Future vacancies on the panel caused either by a Party removing an ARP Arbitrator from the ARP panel or in the event an arbitrator is unable to continue to serve on the panel will be filled by:

(1) Requesting a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS).

(2) Alternately striking an arbitrator from the list until one (1) arbitrator remains. The remaining arbitrator will be added to the ARP panel to fill the vacancy.

(c) If one of the Parties removes an arbitrator from the panel that has already been selected or agreed upon for a particular ARP session, the arbitrator shall hear those cases.

d. ARP Arbitrator Assessment/Evaluation.

1. The ARP Arbitrator shall issue an oral evaluation to the Parties advising them of their opinion as to the likely disposition of the grievance if it were to proceed to an arbitration hearing and the reasons therefore. Such opinion may include a candid assessment of the strengths and weaknesses of the Parties' claims and defenses and suggested settlement options. The ARP Arbitrator's evaluation shall be reduced to writing, signed by the neutral evaluator, and copies provided to the Parties.

2. The ARP Arbitrator's assessment/evaluation is not binding on any Party, has no precedential value, nor will it be used in any Arbitration process except for the purpose of determining responsibility for the cost of the arbitrator’s fees and expenses. However, if both Parties concur with the findings, the concurrence may be reduced to writing as a binding settlement. Absent such mutual concurrence, the Parties are encouraged to use the ARP Arbitrator's assessment/evaluation as a basis for reaching

resolution.

e. ARP Arbitrator – Facilitated Mediation/Settlement Discussions.

1. The ARP Arbitrator may assist the Parties in mediation and/or settlement discussions.

2. If at any time the Parties are able to reach agreement, the Parties shall reduce to writing all of the terms of the agreement and arrange for appropriate signatures.

Section 9. Settlement Agreements.

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

b. Consistent with the requirements of 5 USC § 7121, the Parties have full authority to mutually resolve grievances through settlement agreements that remove charges and/or reduce penalties associated with discipline.

Section 10. Back Pay. The Parties acknowledge that under the FAA's Personnel Reform authority, the arbitrator has remedial authority to require the Agency to pay back pay consistent with the standards and requirements generally applicable to the full range of remedies available in the federal sector.

Section 11. The Parties retain their rights under 5 USC §§ 7122 and 7123.

ARTICLE 6 – Time and Attendance Data

Section 1. Employees are responsible for accurately entering their time and attendance into the Agency's automated time tracking system by the end of the pay period unless an upcoming holiday(s) requires early submission. If electronic means are not available, an alternative process will be used.

Section 2. If an employee fails to submit their time and attendance data into the Agency's automated time tracking system, the employee shall still be paid for the full pay period. In such situations, the employee will amend their time and attendance data within two pay periods if necessary.

Section 3. Upon request, the Agency shall provide the Union at the national, service area/regional or equivalent organizational level, or local level Cost Accounting System (CAS) Labor reports.

ARTICLE 7 – Dues Withholding

Section 1. Payroll Deductions.

a. Pursuant to 5 USC § 7115, deductions for the payment of Union dues shall be made from the pay of members in the unit who voluntarily request such dues deductions.

b. The amount of national dues to be withheld under this Agreement shall be the regular dues of the member as specified on the member's Standard Form 1187 (SF-1187), Request for Payroll Deductions for Labor Organizations, or as certified by the Union if the amount of regular dues has been changed as provided in Section 3(b) of this Article. A deduction of regular national dues shall be made every pay period from the pay of an employee who has requested such allotment for dues. It is agreed that no deduction for dues shall be made in any pay period for which the employee's net earnings after other deductions are insufficient to cover the full amount of dues.

Section 2. Employee Responsibilities.

a. A member who desires to have their dues deducted from their pay must complete the appropriate portion of SF-1187 and have the appropriate section completed and signed by an authorized official of the Union who will forward it to the appropriate payroll process center. The authorized official of the Union will include PS0000, PF0000 or PFMIDO as the appropriate payroll identification for PASS. The form must be received in the payroll office at least four (4) days prior to the beginning of the pay period in which the deduction is to begin.

b. An employee who has authorized the withholding of Union dues may request revocation of such authorization after one (1) year by completion and submission of a Standard Form 1188 (SF-1188), Cancellation of Payroll Deductions for Labor Organization Dues, to the appropriate processing center in accordance with the procedures below:

1. **First Year Members**: An SF-1188 may be filed anytime by an employee during the thirty (30) calendar day period beginning forty-five (45) days prior to the anniversary date of their first dues withholding and ending fifteen (15) days prior to the anniversary date. It is the employee's responsibility to ensure timely filing of their revocation forms. Revocation forms shall only be accepted by the Agency during this time period. 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 effect.

2. **All Other Members**:

(a) March 1st shall be the annual date for all revocations of Union dues. The employee must complete and submit an SF-1188 to the Agency between the dates of January 1st to January 31st of any given year. Upon receipt of a valid revocation form completed and signed by the employee, the appropriate Agency payroll processing center shall discontinue withholding the dues from the employee's pay effective

only with the first full pay period which begins after the following March 1st. 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.

(b) The administration of dues withholding for members joining on or after August 10, 2020, will be in accordance with 5 CFR § 2429.19. It is the employee's responsibility to ensure timely filing of their revocation forms. Revocation forms shall only be accepted by the Agency during this time period. 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.

c. If, during the term of this Agreement, there is a modification to the provisions or regulations specific to the revocation of Union dues found in 5 CFR § 2429.19, the Parties agree, as follows:

1. Section 2b2(b) of this Article shall be deemed rescinded, subject to the terms of paragraph 2c2. Thereafter, the process set forth in Section 2b2(a) will solely apply to revocation of Union dues.

2. If the modification conflicts with the procedure in Section 2b2(a), the Union may unilaterally choose to reopen Section 2b of this Article specific to the revocation of Union dues.

d. Employees are responsible for ensuring that their dues withholding is accurately reflected on their payroll statements. Employees shall notify the payroll-processing center promptly, but in any case, no later than thirty (30) days, after the effective date of a personnel action that affects their dues withholding status. Failure of an employee to notify the FAA releases the FAA and the Union from any obligation to reimburse the employee for any dues withheld beyond two (2) pay periods.

e. All deductions of dues provided for in this Agreement shall be automatically terminated upon separation of an employee from the bargaining unit. The Agency shall be responsible for notifying the appropriate servicing payroll processing center when one of these actions occurs.

f. The Agency shall not refer former bargaining unit employees to the Union to obtain refunds for erroneously withheld dues.

Section 3. Union Responsibilities.

a. The Union shall be responsible for purchasing the SF-1187 forms and distributing them to the Agency at the local level. The Union shall also be responsible for the proper completion and certification of the forms and transmitting them to the appropriate payroll processing center.

b. The Union agrees to inform the Agency of the following:

1. If the amount of regular national dues is changed by the Union, the Union will notify the Director, Office of Labor and Employee Relations, in writing and will certify as to the new amount of regular national dues to be deducted each pay period. New SF-1187 authorization forms will not be required. Changes in the amount of Union dues for payroll deduction purpose shall not be made more frequently than once in a twelve (12) month period.

2. The Union agrees to give prompt, written notification to the appropriate payroll office within one (1) pay period, in the event an employee having dues deducted is suspended or expelled from membership in the Union, so that the employee allotment can be terminated.

3. Immediate written notification will be provided to the Director, Office of Labor and Employee Relations, of any changes to the address or bank routing number for PASS Headquarters where the electronic transfer for the total amount of dues deducted is sent.

Section 4. Agency Responsibilities.

a. The total amount of dues deducted each pay period shall be authorized by the appropriate payroll processing center and electronically transferred to the Union not later than ten (10) working days after the close of each pay period. The Union shall not incur any fees for this service. Each pay period, the Union shall be provided with an electronic list showing the names of employees, the amount deducted for dues for each employee, the last four digits of each employee's social security number, FAA Region/Service Area, year/pay period, Federal Personnel Payroll System (FPPS) Code, and the amount remitted by the accompanying Electronic Funds Transfer (EFT).

b. To ensure dues withholding without interruption for employees who change position within the bargaining unit, the Agency shall implement the following actions;

1. Automatically generate in the remarks section of the employees Notification of Personnel Action (SF-50) the statement "Continue Dues Withholding, If Applicable."

2. Provide the SF-50 to the gaining payroll technician within the next pay period of the effective date the employee moves from one bargaining unit position to another.

3. Generate a tickler record every pay period listing the employees for whom the preceding remark was generated.

4. In the event that dues are discontinued erroneously, the employee will not be required to fill out another SF-1187 and the Agency shall automatically reinstitute previously submitted SF-1187 on the employee's behalf. The Agency shall be responsible for reimbursing the Union in an amount equal to the regular and periodic dues the Union would have received for the period of termination.

c. The Agency shall terminate dues withholding, as soon as practicable, when an employee leaves a bargaining unit position, either temporarily or permanently, by effecting the following actions:

1. Automatically generate in the remarks section of the employee's Notification of Personnel Action (SF-50) the statement "Employee Has Left Bargaining Unit; Terminate Dues Withholding, If Applicable."

2. Provide the SF-50 to the gaining payroll technician within the next pay period of the effective date the employee leaves the bargaining unit position.

3. Generate a tickler record every pay period listing the employees for whom the preceding remark was generated.

In the event that an employee's dues are continued erroneously due to the action or inaction of the Agency, the Agency shall be responsible for reimbursing the employee, consistent with the provisions of Section 2(c) of this Article.

Section 5. When advised and verified that an employee's dues were continued due to administrative error by the Agency, the Agency will submit a voucher to the Union for reimbursement under this Article. The voucher will contain the employee's name, pay periods covered, and a description of the Agency's administrative error. The Union will reimburse the Agency no later than thirty (30) days of receipt of the Agency's voucher, minus the Union's expenses expended on behalf of the employee and the Union's normal and customary administrative expenses expended in connection with processing the Agency's voucher. In no event will the Union's expenses exceed the voucher submitted by the Agency. The Union may challenge the validity of any indebtedness under the negotiated grievance procedure or any other applicable process.

Section 6. When a bargaining unit employee is temporarily assigned to a position outside of the bargaining unit by way of an official personnel action, the employee and the appropriate Union representative will be notified in writing of the termination of dues withholding. The Agency shall provide the employee with a SF-1187 prior to the assignment.

ARTICLE 8 – Union Use of Agency's Facilities and Support

Section 1. **Union Bulletin Boards and Other Posting of Information.**

a. Physical Bulletin Boards. The Agency shall provide bulletin board space for posting of Union materials at all facilities within the unit in areas frequented by bargaining unit employees (BUEs). At facilities where there is available space, the Union shall be granted a separate bulletin board. A locking glass cover may be installed on the Union bulletin board at Union expense. The Parties at each facility will determine the exact location and size of the Union bulletin board provided it does not interfere with the Agency's mission.

b. Virtual Bulletin Boards. At facilities with BUEs and with non-technical video display monitors used as virtual bulletin boards, the Union may post informational material on those virtual bulletin boards. All proposed information must be submitted to the applicable display monitor points of contact and comply with applicable guidelines, regulations, and law, including 5 USC Chapter 71.

c. ATO Service Unit Websites. Within thirty (30) days of the Union providing the Agency with a link to its website, the Agency will post the link. This link may include an image of the PASS logo suitable for publication on the intranet. The Agency shall post the visible link with any image on the KSN homepage of each ATO service unit to which BUEs are assigned.

d. Shelf Space. In facilities where suitable shelf space is available in non-work areas, the Union shall be permitted to use such shelf space, at no cost to the Union, as a library for Union-acquired publications.

e. Posting Requirements. Information placed on a Union bulletin board or posted by electronic means described in this section, must comply with FAA Order 1370.121, HRPM ER-4.1 and must not:

1. violate any laws or regulation;

2. contain items relating to partisan political matters; or

3. violate the security of the Agency.

Section 2. Union Meetings. The Agency shall approve the Union's use of facility space at no cost to the Union for periodic meetings with employees in the unit, provided the space requested is available, and the use of the space does not interfere with operational/training requirements of the facility. These meetings shall take place during the non-duty hours of the employees involved. On-duty employees in a non-work status may be allowed to attend these Union meetings, provided they are available for immediate recall.

Section 3. Union Access to Temporary Meeting Space. When a Union representative is excused from duty to carry out their representational responsibilities in accordance with this Agreement, the Agency shall make a reasonable effort to provide meeting space that will protect the confidentiality of any discussion.

Section 4. Distribution of Union Materials. A Union representative may place literature in the mail slot/boxes of bargaining unit employees during non-duty time of the representative. The Union or any of its representatives/agents may distribute material to employees in non-work areas during non-work time. All non-Agency representatives/agents must adhere to facility access procedures.

Section 5. Union Office Space.

a. In facilities where unused suitable space is available in non-work areas:

1. The Union shall be permitted to use such space at no cost to the Union as a central location for the placement of a file cabinet or other similar container and appliances such as a refrigerator purchased, supplied, and maintained by the Union.

2. Such space may be an office if the Agency determines one is available.

3. Should the space be required for other purposes new space arrangements shall be negotiated in accordance with Article 70 of this Agreement.

4. The Agency shall make a reasonable effort to provide available desks, chairs, file cabinets and other similar equipment for Union use.

b. Any Union supplied appliances shall be subject to approval of the Agency in terms of all applicable safety, environmental, lease, and regulatory requirements. The Union will notify the Agency prior to bringing any appliances into the facility. Disputes arising out of this Section will be handled in accordance with this Agreement.

Section 6. Use of Agency Phone Lines and Office Equipment.

a. Subject to operational and security requirements, the Agency agrees to provide the Union Representative reasonable access to designated FAA telephone lines (including cell/smartphones issued to the employee to perform FAA duties), copy machines, and fax machines where available.

b. The Union's use of any FAA equipment is subject to the requirements of FAA Order 1370.121. This equipment may be used for processing grievances, unfair labor practices, or other representational matters.

c. Government telephone lines, cell/smartphones, email system, and office equipment shall not be used for internal Union business including soliciting for Union membership while the solicitor or employee is on duty time, or campaigning for office.

Section 7. Ballot Boxes. The Union will be granted the use of facility space for ballot box elections and referenda during the non-duty hours of the employees involved.

Section 8. Union Mailbox.

a. The Agency shall furnish the Union with an acceptable mail receptacle at the location where mail is initially delivered to the FAA.

b. Mail shall be placed in the receptacle as soon as practicable.

c. The Agency assumes no other responsibility for such mail, however, the Agency recognizes its obligation to abide by the provisions of the United States Postal Service regulations with respect to the privacy and security of mail.

Section 9. Email System. Union representatives may use the FAA electronic mail system and may access appropriate web sites for representational duties in accordance with this Agreement and applicable DOT and FAA directives.

Section 10. Employee Email Address. The Agency shall provide the Union at the national level with a list of FAA email addresses for all bargaining unit employees. The Agency shall notify the Union of changes in the email address list on a quarterly basis. The Union will only use the FAA email addresses in connection with representational activities. Such use will be consistent with applicable Agency directives.

Section 11. Union Representatives. The Union's representatives at the national and regional level identified under Article 3, who are FAA employees, will continue to have electronic access to information commensurate with the access and information available to bargaining unit employees. Up to six (6) Representatives at the Union's regional level who do not otherwise have electronic access to the information described in this Section will be provided such access. The Union at the national level will identify such representatives in writing to the Agency.

Section 12. FAA Internet Access Policy. The Union may submit an application for waiver to install and maintain their own FAA Internet access point as described in FAA Order 1370.121. Such application will be considered in a fair and equitable manner. If the Unions application is denied, the Agency will provide the Union with a written response that sets out the reasons for the denial.

Section 13. When the Agency implements the decision to disconnect unauthorized internet access points, wireless access points, and non-FAA computers in FAA buildings and facilities, the following shall apply:

a. The Union's computers and/or internet access covered by the Agency's written policies that have been allowed to operate in PASS offices at the affected ATO facilities shall continue to be allowed until the FAA can replace them with authorized equipment.

b. As a result of the transition from private equipment/access to the FAA-supplied equipment/access, to the maximum extent possible there shall be:
   1. no interruption of internet access;
   2. no loss of data; and
   3. no loss of privacy.

c. At locations where there is a PASS office with a union computer and/or internet access, the Agency will replace that equipment with the FAA standard computer package. The FAA will provide its standard software package to include the latest FAA approved version of Microsoft Office and the current version of software for creating, scanning, and reading PDF files. The Agency will also provide a network connection to the internet.

d. In order to protect the Union's private data, the Agency will provide email and data encryption. The Parties acknowledge that it is not the Agency's intent to monitor or interfere with the Union's representational activities.

e. Any Agency provided computers shall have the capability to transfer data using removable media. These removable devices shall be either owned or approved by the Agency in accordance with FAA Order 1370.121.

f. The Union shall be allowed to use applicable network printers with the "Secure Print" feature.

g. The Agency provided computers will receive updated hardware and the ATO standard software package during the ATO's regular refresh cycle.

ARTICLE 9 – Communications of Union Presence

Section 1. No later than fourteen (14) days after an employee enters the bargaining unit, the Agency will provide them with a book copy of this Agreement.

Section 2. Union representatives shall be allowed up to two (2) hours at Agency conducted new-hire employee orientation meetings to explain the role and responsibilities of the Union. No travel time, expenses, or overtime is authorized for this activity. The Union presentation shall be confidential. The Agency will provide as much advance notice as possible to the appropriate Union representative of the time and date of all new hire orientation meetings.

Section 3. If requested by a bargaining unit employee (BUE) who did not attend the new hire curriculum training at the Mike Monroney Aeronautical Center or other location (virtually or in person), Union representatives shall be allowed up to two (2) hours of official time to explain the role and responsibilities of the Union to that BUE. The Agency will coordinate these presentations with the appropriate Union representative(s) as needed. No travel time, expenses, or overtime is authorized for these activities. The Union presentation shall be confidential. BUEs shall be provided up to two (2) hours of duty time to receive this briefing.

Section 4. A Union representative or a designee and BUEs new to their duty station/organization code shall be allowed up to sixty (60) minutes for confidential orientation to explain local policies and practices and the role and responsibilities of the Union. For larger groups, additional time may be allowed for this purpose.

ARTICLE 10 – Aeronautical Center

Section 1. The Parties recognize the right and responsibility of the Union to represent bargaining unit employees (BUEs) who are in attendance at the Mike Monroney Aeronautical Center.

Section 2. The Agency shall provide a separate bulletin board for the posting of Union materials

in a non-work area frequented by BUEs. A locking glass cover may be installed on the Union bulletin board at Union expense.

Section 3. The Union and all bargaining unit employees shall be afforded all representational rights under this Agreement while at the Aeronautical Center.

Section 4. The Parties agree that Aeronautical Center management officials have no responsibility or authority to negotiate with the Union. However, the Agency will designate a point of contact at the Aeronautical Center to assist BUEs and Union officials.

Section 5. Any grievance filed by BUEs temporarily assigned to the Aeronautical Center shall be processed at their facility of record. All grievances shall be submitted to the Agency's representative in accordance with Article 5 of this Agreement.

ARTICLE 11 – Problem Solving

Section 1. An employee or group of employees may choose, but is not required, to use the process in this Article as a means to discuss and resolve a problem or concern before filing a grievance as described in Article 5. Matters relating to a performance-based action (i.e., ODP) or proposed disciplinary action, removal, or downgrade issued under Article 18, are excluded from this process. For the purposes of this Article, "workdays" is defined as Monday through Friday with the exclusion of federal holidays.

a. When utilizing this process, the employee or group of employes will notify their first level manager within ten (10) workdays of the event giving rise to the problem or concern.

b. A meeting will be held within five (5) workdays of notifying the first level manager. The meeting will include the requesting employee(s), the appropriate Union Representative and the appropriate management representative(s).

c. The purpose of the meeting is to allow employee(s), the Union and the Agency to freely present their views on the situation and/or receive/exchange information, in an attempt to resolve the problem or concern.

d. If the Parties are unable to resolve the problem or concern under this Article, the Agency shall render a decision within five (5) workdays of the meeting and the employee or the Union may proceed to Step 1, or if applicable, the appropriate Step of the Grievance Procedure as provided in Article 5. The employee or the Union shall have five (5) workdays following the issuance of the decision to file the grievance or the remainder of the time provided to file a grievance as provided in Article 5, whichever is greater.

e. The Parties may extend the timeframes provided within this Article. Such an extension must be mutually agreed to and provided to the employee(s) in writing.

f. If a mutual agreement is reached as a result of this process, the Agency and the Union will

outline the agreement in writing.

ARTICLE 12 – Annual Budget Discussions

Section 1. In accordance with 49 USC § 40122(a)(5), the Parties shall meet annually at the National level at a mutually agreeable time and date to find additional cost savings in the Administration's budget as it applies to each PASS bargaining unit and throughout the Agency. The Union may appoint up to three (3) representatives to participate in the meeting held under this Article.

Section 2. The Union may, prior to its attendance at the meeting, and in accordance with law, request and receive information necessary to fulfill its responsibilities under 49 USC § 40122(a)(5).

Section 3. While participating in and traveling to and from meetings held under this Article, the Union participants shall be on official time and, as appropriate, shall be entitled to travel and per diem.

ARTICLE 13 – NAS Modernization/Technological Changes

Section 1. The Agency agrees to provide an overview briefing annually to the Union at the national level concerning the Capital Investment Plan (CIP) and the status of the Agency's modernization effort. The Agency further agrees to separately brief the Union on any particular project identified by the Union as a result of the overview briefings described above.

Section 2. The Parties agree that it is mutually beneficial for the Union to be involved in the various phases of acquisition and deployment lifecycle of new technologies that could affect bargaining unit employees (BUEs) and changes to existing technologies and their applications that could affect BUEs. The Parties also agree that it is mutually beneficial for the Union to be involved in workgroups established by the Agency at the appropriate organizational level to represent the Union's interest concerning the development, testing, and/or deployment of technological, procedural, NextGen or airspace changes. Further, it is in the best interest of the Parties to resolve or minimize the technical issues so as to ultimately provide for more timely resolution.

Section 3. The Agency shall notify the Union as to the formulation of any such workgroup(s) which affects BUEs. The scope of the workgroup shall be defined in writing and communicated to each member prior to the commencement of business. The extent to which the individual Parties are empowered to reach agreement in specific areas shall be determined in writing by the respective Parties. The Union may elect to designate a representative from the affected bargaining unit(s) to those workgroup(s). Union-designated workgroup representatives will be provided access to the same information as any other workgroup member. Agreements reached by the Parties in the workgroup(s) referenced above shall be reduced to writing and shall be binding on both Parties.

Section 4. The Agency agrees to notify the Union at the national level, no less than sixty (60) days prior to the field operational evaluation utilized to support system development and the operational test and evaluation (OT&E), unless a shorter notice period is required. The notification shall contain proposed start and stop times and shall outline the reasons and intent of the test and/or evaluation.

Section 5. Union-designated representatives will participate in the activities of the workgroups in a duty status, if otherwise in a duty status. If requested by the representative and absent an emergency or special circumstance, the Agency shall change their days off to allow participation in a duty status for these purposes. When a Union representative is unable to be released to participate in a meeting, the meeting shall be rescheduled, to the extent practicable, to ensure Union participation. The Agency shall make every reasonable effort to ensure the availability of the Union representative.

Section 6. Union designated Article 13 representative(s) shall be afforded the same representational rights as representatives under Article 2.

Section 7. The Agency agrees to notify the Union at the national level at least sixty (60) days prior to any In Service Decision (ISD) of the proposed implementation of technological changes affecting employees, unless operational necessity requires a shorter notice period. Except for the initial notice period as specified above, the provisions of Article 70 of this Agreement shall govern the negotiations between the Parties on the impact of new or revised technology and procedures and/or airspace changes, as well as the effect of procedural and/or technological tests, which impact employees.

Section 8. Employees adversely affected by changes in technology shall be entitled to pay and grade retention in accordance with the agreement of the Parties. Such employees shall also be notified of any right with respect to early retirement and given the fullest consideration for early (discontinued service) retirement that law and regulation provide.

Section 9. Nothing in this Article shall be construed as a waiver of any Union or Agency right.

Section 10. The Parties agree that workgroups established in Article 13 are not automatically established under the Article 100 Collaborative Workgroups and Committees process. However, nothing prohibits or inhibits the parties from mutually agreeing that a workgroup under Article 13 will be converted to a collaborative workgroup as established under Article 100 Collaborative Workgroups and Committees.

ARTICLE 14 – Cultural Diversity and Equal Employment Opportunity

Section 1. The Parties jointly support an organizational environment that values the diversity and differences that individuals bring to the workplace and is free of sexual harassment and discrimination.

Section 2. It is the Agency's policy that there shall be no discrimination against any employee on

account of disability, age, sex, race, religion, color, genetic information, national origin, reprisal, or sexual orientation.

Section 3. It is agreed between the Parties that the Pregnancy Discrimination Act of 1978 Amended Title VII of the Civil Rights of 1964. The terms 'because of sex' or 'on the basis of sex' include, but are not limited to, because of or on the basis of pregnancy, childbirth, or related medical conditions; and women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment- related purposes.

Section 4. The Agency will make every effort to protect and safeguard the rights and opportunities of all individuals to seek, obtain, and hold employment without subjugation to sexual harassment or discrimination of any kind in the workplace.

Section 5. The FAA Office of Civil Rights will post on the FAA Civil Rights website contact information for the National Intake Unit, the Intake eFile address to initiate EEO pre-complaints, and the names and contact information for EEO specialists. Each facility and staff office will receive at least one poster with the FAA National Intake contact information and the Intake eFile address. The facility/office Manager or staff will hang the poster at the facility or staff office in a visible location where employees may be able to see the EEO information. The names and contact information of EEO specialists and counselors will also be posted on the FAA website.

Section 6. At the employee's request, an employee may be accompanied by a Union Representative during an EEO meeting.

Section 7. The Parties jointly support the tenets of the Notification and Federal Employee Antidiscrimination and Retaliation Act of 2002 (No FEAR Act).

ARTICLE 15 – Employee Rights and Responsibilities

Section 1. Each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity and each employee shall be protected in the exercise of this right. In accordance with the Federal Service Labor-Management Relations Statute (Statute), the right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative; including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Agency shall take the action required to assure that employees in the bargaining unit are apprised of their rights under the Statute and that no interference, restraint, coercion, or discrimination is practiced within the FAA to encourage or discourage membership in the Union.

Section 2. The initiation of a grievance in good faith by an employee will not reflect adversely on the employee's working conditions, loyalty or reputation. An employee who files a grievance shall be free from reprisal.

Section 3. Where more than one employee performs tasks or maintenance on a particular assigned

facility/system/subsystem, the individual assigned that facility/system, or subsystem shall not be held responsible for the action or inaction of others.

Section 4. Any employee requiring representation, who wishes to contact a Union representative, shall be authorized to do so when staffing and workload permit. Contact may be in person or by official, unmonitored, government telephone.

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

Section 6. The Agency's nepotism policies shall be uniformly administered.

Section 7. Both Parties recognize that maintaining family integrity is desirable. In those instances, when an employee's spouse or life/domestic partner holds or accepts a position in another FAA facility/office, the Agency will provide priority consideration to the bargaining unit employee (BUE) for in grade/downgrade reassignment through requests for transfer procedures for bargaining unit vacancies at or near the spouse's or life/domestic partner's location before candidates under other placement actions are considered. The Agency retains the right to fill vacancies from other available sources. In that such moves are primarily for the convenience or benefit of the employee, additional travel and transportation costs shall not be allowed for the spouse or life/domestic partner beyond those that would be entitled to a family member.

Section 8. In the performance of their official duties, or when acting within the scope of their employment, the employee is entitled to all protections of the Federal Employees Liability Reform and Tort Compensation Act of 1988 (P.L. 100-694) and/or the Military Personnel and Civilian Employee Claims Act (MPCECA), regarding personal liability for damages, loss of property, personal injury or death, arising or resulting from the negligent or wrongful act or omission of the employee. A Tort Claim shall be filed on Standards Form 95. An MPCECA claim must be submitted on DOT Form 2700.6.

Section 9. The Agency's regulations on outside employment and financial interests shall be uniformly administered throughout the bargaining units.

Section 10. Employees shall not be subjected to prohibited personnel practices as follows:

- **a.** Any Agency employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not, with respect to such authority:

    - **i.** discriminate for or against any employee or applicant for employment, on the basis of:

a. race, color, religion. sex, or national origin, as prohibited under Section 717 of the Civil Rights Acts of 1964 (42 USC § 2000e-16);

b. age, as prohibited under Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 USC §§ 631, 633a);

c. sex, as prohibited under Section 6(d) of the Fair Labor Standards Act of 1938 (29 USC §§ 206(d));

d. handicapping condition, as prohibited under Section 501 of the Rehabilitation Act of 1973 (29 USC § 791); or

e. marital status, sexual orientation, or political affiliation, as prohibited under any law, rule, or regulation;

ii. solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration for any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of:

a. an evaluation of the work performance, ability, aptitude, or general qualifications of such individual; or

b. an evaluation of the character, loyalty, or suitability of such individual;

iii. coerce the political activity of any person (including the providing of any political contribution or service) or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity;

iv. deceive or willfully obstruct any person to withdraw with respect to such person's right to compete for employment;

v. influence any person to withdrawal from competition for any position for the purpose of improving or injuring the prospects of any other person for employment;

vi. grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment;

vii. take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of:

a. any disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences: a violation of any law, rule or regulation;

gross mismanagement, a gross waste of funds, an abuse of authority; or a substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law, and if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs; or

b. any disclosure to the Special Counsel or to the Inspector General of an agency, or another employee designated by the head of the Agency to receive such disclosures of information which the employee or applicant reasonably believes evidences a violation of any law, rule, or regulation, or gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety;

viii. to take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of:

a. the exercise of any appeal, complaint, or grievance right granted by law, rule, or regulation;

b. testifying for or otherwise lawfully assisting of any individual in the exercise of any right referred to in this Section;

c. cooperating with or disclosing information to the Inspector General of any agency, or the Special Counsel, in accordance with applicable provision of the law; or

d. for refusing to obey an order that would require the individual to violate a law;

ix. discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph shall prohibit an Agency from taking into account, in determining suitability or fitness, any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia, or the United States; or

x. knowingly take, or fail to take, recommend, or approve any personnel action if the taking or failure to take such action would violate a veterans' preference requirement;

xi. take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation, implementing or directly concerning, the merit system principles contained in this Section.

b. This Section shall not be construed to authorize the withholding of information from the Congress or the taking of any personnel action against an employee who discloses information to the Congress.

i. The head of each line of business or staff organization shall be responsible for the

prevention of prohibited personnel practices, for the compliance with and enforcement of applicable civil service laws, rules, and regulations, and other aspects of personnel management. Any individual to whom the head of a line of business or staff organization delegates authority for personnel management, or for any aspect thereof, shall be similarly responsible within the limits of the delegation.

ii. This Section shall not be construed to extinguish or lessen any effort to achieve equal employment opportunity through affirmative action or any right or remedy available to employee or applicant for employment in the civil service under:

a. Section 717 of the Civil Rights Act of 1964 (42 USC § 2000e-16), prohibiting discrimination on the basis of race, color, religion, sex, or national origin;

b. Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 USC §§ 631, 633a), prohibiting discrimination on the basis of age;

c. Section 6(d) of the Fair Labor Standards Act of 1938 (29 USC § 206 (d)), prohibiting discrimination on the basis of sex;

d. Section 501 of the Rehabilitation Act of 1973 (29 USC § 791), prohibiting discrimination on the basis of handicapping condition; or

e. the provision of any law, rule, or regulation prohibiting discrimination on the basis of marital status, sexual orientation, or political affiliation.

Section 11. The Agency shall ensure that employees are informed of their rights under Section 10 of this Article.

Section 12. All bargaining unit employees are expected to comply with the Standards of Conduct set forth in Human Resources Policy Manual (HRPM) ER-4.1 and with those contained in FAA Order 3750.7, Ethical Conduct and Financial Disclosure.

Section 13. In accordance with DOT Order 3902.10, employees are prohibited from reading or sending text messages or any form of electronic communication or submission of data under the following circumstances:

a. Driving a government owned, leased, or rented vehicle; or

b. Driving a privately-owned vehicle (POV) while on official government business; or

c. Using an electronic device supplied by the Federal Government to text while driving a POV while off-duty.

Section 14. Employees covered by this Agreement shall have the protection of all rights to which they are entitled by the Constitution of the United States.

Section 15. Radios, television sets, appropriate magazines/publications, cell phones, and electronic devices will be permitted in designated non-work areas at all facilities for use at non-worktimes. Cell phones will be permitted in operational areas but shall be set in the "off" position due to possible interference with NAS communications equipment. The operation of weather radios shall be permitted in operational areas.

Section 16. Upon request, the Agency shall provide each employee a locker or equivalent secure space, located near their work area, which is capable of being locked for purposes of securing personal items appropriate for the workplace. The Agency agrees that, except where there is probable cause to suspect criminal activity, the Agency shall not inspect lockers or equivalent secure space unless the employee and a Union designated representative have been given the opportunity to be present.

When such employee secure space also contains space for work-related materials and the Agency must obtain access to the work-related materials, such access will not occur in the absence of the employee unless there are extenuating circumstances. In such cases, the employee will be notified of the access as soon as possible. In work locations where duplicate keys to employees' desks, lockers, files, etc. exist, these keys shall be kept in a secure location with restricted access.

Section 17. An employee assigned by the Agency to attend a meeting scheduled by the Agency away from the facility/office shall be entitled to duty time, travel and per diem allowances, if applicable.

Section 18. There shall be no prohibition on the approval of an employee's LWOP request based solely on the employee having other types of leave accrued.

Section 19. An employee shall not have their approved reassignment unreasonably delayed pending employee records/files (medical, security, OPF/EPF, or other DOT/FAA files) review and/or transfer or for inter-service area budgetary constraints.

Section 20. An employee who has not been issued a hands-free device by the Agency shall not be required to answer their cellular telephone when operating a motor vehicle.

Section 21. An employee will notify the Agency when they are not fit to perform their assigned duties. Employees occupying safety-sensitive positions who do not have medical standards are excluded from the HRPM ER-4.1 requirement to "immediately report to their manager any use of prescription and OTC [over the counter] drugs."

ARTICLE 16 – Management Rights

Section 1. In accordance with the provisions contained in 5 USC § 7106, management rights:

(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, layoff, 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 the 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 any agency and any labor organization from negotiating—

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 17 – Probationary Employees

Section 1. A probationary employee shall be defined in accordance with HRPM EMP-1.4 New Hire Probationary Period and related Agency policies.

Section 2. In the event the Agency decides to terminate an employee during probation, the probationary employee, at the time of the termination, will be provided with sufficient information as to why their employment is being terminated. If this information is provided verbally, the employee will be provided a follow-up written notice as to why their employment is being terminated within thirty (30) days of their termination date.

ARTICLE 18 – Disciplinary and Performance Actions

Section 1. This Article covers informal and formal disciplinary actions and adverse actions including removals, reductions-in-grade or pay, or furloughs of thirty (30) days or less for reasons other than a lapse in Congressional appropriations. Actions taken under this Article will be governed by this Agreement; Chapter III, paragraph 3 of the FAA Personnel Management System (PMS), dated March 28, 1996; and applicable Agency policies and directives, including but not limited to HRPM ER-4.1 Standards of Conduct.

Section 2. All actions under this Article will be taken only for just cause, regardless of whether those actions are based on conduct or performance. Disciplinary or adverse actions taken under this Article must be supported as follows:

a. Actions based on conduct must be supported by a preponderance of evidence.

b. Actions based on performance as described in Section 16 of this Article and Article 71 must be supported by substantial evidence.

For the purposes of this Agreement, references to the efficiency of the service standard in Agency policy will be understood to be a reference to the just cause standard.

Section 3. The Agency shall brief bargaining unit employees (BUEs) on HRPM ER-4.1 Standards of Conduct annually.

Section 4. Definitions.

a. Adverse Personnel Action. A suspension of more than fourteen (14) days, an involuntary reduction in pay or grade (this includes an involuntary reduction in pay band level), a furlough of thirty (30) days or less (but not including placement in a non-pay status as a result of a lapse in appropriations or an enactment by Congress), or removals.

b. Disciplinary Action. An action issued to an employee based on misconduct. It can range from a letter of reprimand up to a suspension of fourteen (14) days or less.

c. Formal Disciplinary Action. An action as a written reprimand, suspension, removal, or involuntary reduction in pay.

d. Informal Disciplinary Action/Measure. May include such actions as verbal or written admonishments.

Section 5. When it is determined that discipline is appropriate, informal disciplinary measures should be considered before taking a more severe action. However, it is not necessary to have taken an informal disciplinary measure before administering a formal measure. Disciplinary action taken by the Agency shall not in any case be punitive in nature. Retraining and/or recertification shall not be used as a disciplinary action, but may be used as an alternative to discipline.

Section 6. Whether the action decided upon is formal or informal, the principles set out in this Section should be observed in determining the severity of the discipline. Not all factors apply in every case. Some of the factors may weigh in the employee's favor, while others may not, or may even constitute aggravating circumstances. All relevant factors must be considered, and a responsible balance reached.

a. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;

b. The employee's job level and type of employment, including supervisor or fiduciary role, contacts with the public, and prominence of the position;

c. The employee's past disciplinary record;

d. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;

e. The effect of the offense upon the employee's ability to perform at a satisfactory level, and its effect upon the supervisor's confidence in the employee's ability to perform assigned duties;

f. The consistency of the penalty with those imposed upon other employees for the same or similar offenses;

g. The consistency of the penalty with any applicable Agency table of penalties;

h. The notoriety and/or egregiousness of the offense, or its impact upon the reputation of the Agency;

i. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

j. The potential for the employee's rehabilitation;

k. The mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others involved in the matter; and,

l. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 7. Procedures for Disciplinary/Adverse Actions.

a. Except for informal disciplinary actions/measures including oral or written admonishments, the following procedures will be used to take disciplinary/adverse actions:

1. Letters of Reprimand (LOR).

(a) An LOR may be issued directly to a BUE without a proposal letter/written notice and shall contain information to indicate specifically why the letter is being issued.

(b) The employee may present an oral or written reply within fifteen (15) days of receipt of the reprimand.

(c) The Agency will consider the employee's reply and notify the employee in writing of the decision.

(d) If the reprimand is sustained, a copy of it, along with the employee's written reply, will be placed in the employee's Electronic Official Personnel Folder (eOPF) for a period of time not to exceed two (2) years. The timeframe may be shortened by the appropriate management official.

2. Written Notice.

(a) With the exception of an LOR, the Agency shall give the employee written notice proposing a disciplinary/adverse action. The notice period shall be at least fifteen (15) days for disciplinary actions and at least thirty (30) days for adverse action. Shorter notice periods may be given as provided for in the FAA PMS, Chapter 3, Section 3(r), when there is reasonable cause to believe an employee has committed a crime for which a sentence of imprisonment may be imposed, or when by the employee's conduct, continued presence in the workplace poses an imminent threat to employees and/or Agency property.

(b) The notice will:

(1) Be written in a manner that reflects the charges alleged, and in sufficient detail to allow the employee to make a reply.

(2) Set forth the proposed penalty and explain why the penalty meets the standards established in this Article.

3. Opportunity to Reply.

(a) Employees shall be provided the opportunity to reply to the notice orally and in writing within fifteen (15) days from the date the employee receives notice proposing the action.

(b) However, if the action is taken under the "crime provision" described in Section 7a2(a) above, the employee shall be entitled to a reasonable amount of time, but not less than seven (7) days to reply.

(c) The employee's representative may participate in the employee's oral reply.

(d) An employee's time frame to reply may be extended upon request of the employee or their representative and approval by the Agency.

4. Agency Decision.

(a) The Agency shall consider the employee's reply and give the written decision concerning the proposed action.

(b) If after receiving the employee's reply, the Agency decides not to take disciplinary/adverse action against the employee, the Agency will notify the employee in a timely manner.

(c) Any decision letter informing a BUE that disciplinary/adverse action will be taken shall advise the employee:

(1) of their option to appeal the action; and

(2) that the employee will be deemed to have exercised their option to raise the matter under only one procedure when the employee timely files a written grievance, or a notice of appeal under the applicable MSPB or EEO procedure (as appropriate).

b. A copy of the documents on record (e.g., the letter of reprimand, notice of proposed action or decision) will be furnished to the employee.

Section 8. Choice of Forum. An employee against whom disciplinary/adverse action is taken may file a grievance under Article 5 of this Agreement or appeal the action under any other applicable statutory procedure, but not both.

Section 9. Promptness of Disciplinary/Adverse Actions. All facts pertaining to a disciplinary/adverse action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after all known facts have been provided to the Agency official responsible for taking the action.

Section 10. Copies of and the Ability to Review Information Relied Upon.

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

b. At the employee's request, the Union shall be provided with a copy of all information relied upon to support the action.

c. Consistent with law, the Union will receive a copy of the Report of Investigation (ROI) related to the disciplinary/adverse action, after the Agency receives authorization for the release from the affected employee.

d. The copy of the ROI will be complete unless redaction is necessary in accordance with law.

Section 11. Excused Absence and Official Time.

a. The employee and their Union Representative (if a Union Representative is requested by the employee) shall be granted a reasonable amount of excused absence and official time of up to sixteen (16) hours, if otherwise in a duty status, for preparation and presentation of answers to proposed actions under this Article, in cases involving removal, reduction-in-grade or pay, furloughs of thirty (30) days or less for reasons other than a lapse in appropriations or action by Congress, or suspensions.

b. The timing of the grant of excused absence shall be approved in advance and, to the maximum extent possible, be scheduled at the employee's convenience.

c. The official time and/or excused absence as applicable and authorized in this Section may be extended at the discretion of the Agency.

Section 12. Table of Penalties.

a. Although not exhaustive, the Agency's Table of Penalties should be used, when applicable, as a guide to determine an appropriate penalty.

b. If applicable, appropriate penalties for offenses not listed 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.

c. In assessing penalties, consideration will be given to the length of time that has elapsed from the date of any previous offense.

d. As a general guide, a two (2) year timeframe should be used in determining freshness.

Section 13. Request to Stay Effective Date of Suspension or Removal.

a. The Agency at the national level may allow an employee subject to removal or suspension of more than fourteen (14) days the opportunity to exhaust all appeal rights available under this Agreement before the suspension or removal becomes effective.

b. Requests under this Section must be submitted in writing by the Union at the national level to the Executive Director of Labor and Employee Relations with a copy to the Director of Labor Litigation and Director of Employee Relations.

c. The request should identify the Union point of contact who should receive a copy of the Agency decision.

d. The Agency will respond to any request and forward its written decision to the Union point of contact.

Section 14. Off-Duty Misconduct. An employee's off-duty misconduct, including their use of social media, shall not result in disciplinary action, unless a nexus can be shown between the employee's off-duty misconduct and the efficiency of the service. Any proposed action for off-duty misconduct will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.

Section 15. Harmful Error. The Agency's action may not be sustained if a harmful error is shown.

Section 16. Performance Actions. In addition to the provisions of Section 7, the following provisions are applicable to cases of reductions-in-grade or pay, or removal for unacceptable performance:

a. Definitions.

1. Opportunity to Demonstrate Performance (ODP) is a formal opportunity to improve performance provided to an employee who is determined to be performing unacceptably in any critical or primary performance outcome at any time during the performance cycle.

2. Unacceptable Performance is when an employee's performance does not meet the established minimum performance standard in one critical element or primary performance outcome contained within an employee's performance plan.

b. If the final decision is to sustain the proposed removal or downgrade, the decision letter:

1. Must specify the instances of unacceptable performance on which it is based.

2. Must be concurred with by a management representative who is in a higher position than the management representative who proposed the action.

3. The decision may only be based on those instances of unacceptable performance which occurred within one (1) year prior to the date of the written notice described in Section 7 of this Article.

c. If, because of performance improvements by the employee during the ODP the employee is not reduced in grade or removed, and the employee's performance continues to be acceptable for one (1) year from the date of the completion of the ODP, any entry or other notation of the unacceptable performance for which the action was proposed shall be removed from the employee's Electronic Official Personnel File (eOPF) and Employee Performance File (EPF).

Section 17. An employee who is the subject of an investigation under this Article will be informed

when the Agency decides that based on the current information, no further action will be taken.

Section 18. Nothing in this article prohibits an employee from being accompanied by a Union Representative when an employee receives a notice of proposed or disciplinary action/letter.

ARTICLE 19 – Personnel Records and Official Personnel Folder

Section 1. Material placed in an employee's Electronic Official Personnel File (eOPF), Employee Performance File (EPF), Medical, Security, Training folder or other DOT/FAA file(s) shall comply with Federal Personnel Manual requirements and shall be maintained in accordance with the applicable provisions of the Privacy Act and its implementing regulations and this Agreement. This includes those files maintained at the employee's facility/office. Those records maintained by the Agency under a system of records pursuant to the Privacy Act shall be the only records kept on the employee. Where required by law, rule or regulations, any material which becomes a part of the employee's records shall bear the signature of the person originating the material. The employee shall be notified when FAA initiated material is placed in their eOPF. The employee shall be given copies of all FAA initiated material which is placed in their EPF. Copies of materials in other FAA files may be obtained in accordance with Section 12 of this Article.

Section 2. There shall be only one eOPF and EPF maintained for each employee in the bargaining unit. The eOPF and EPF shall be secured in a location consistent with applicable law and regulation. The employee and their designated representative are entitled to review their EPF, Medical, Security, Training folder or DOT/FAA file in the presence of an Agency official, provided access to that information is on accordance with the applicable provisions of the Privacy Act and other applicable law, rule, or regulation.

Section 3. No information contained in an employee's eOPF, which is not available to the employee or their representative for inspection will be made available to any unauthorized person for inspection or photocopy. Such information will be made available to any authorized person only for official use.

Section 4. Upon an employee's written request, a true and certified copy of their EPF, Medical, Security, Training folder, or other DOT/FAA file and its contents, shall be forwarded to the address as requested by the employee, except for material restricted by law, rule or regulation. This shall be in electronic format or hard copy. This shall normally be accomplished within thirty (30) days of the receipt of the request, except when the folder is needed elsewhere for official Agency business. In those cases, the employee will be notified why the file was not available. The employee and/or, upon their written authorization, their Union Representative, will be permitted to examine the employee's folder/files, on duty time, if otherwise in a duty status, as forwarded to the facility/office, in the presence of an Agency official.

Section 5. Within fourteen (14) days of a request, the Agency shall provide duty/official time for employees and if requested by the employee, a Union Representative, to view their eOPF/EPF, Medical, Security, Training folder, or other DOT/FAA file when available via the intranet. The Agency shall provide an intranet connected terminal located in a private area and allowing printing

of any Agency maintained documents. This section will be granted independent of whether or not the employee has made a request pursuant to Section 4.

Section 6. Letters of reprimand and documents related to them shall be retained in the eOPF for no more than two (2) years from the date of issuance to the employee. If at the end of nine (9) months it is decided that it is no longer warranted, the reprimand and related documents shall be removed. An employee may request review prior to the nine (9) months for earlier removal. In the event a letter of reprimand is ruled by appropriate authority to have been unjustly issued, the reprimand and related documents shall be removed immediately and destroyed. Any reference to a letter of reprimand which has been expunged from the eOPF must be removed from any other record.

Section 7. Access to an employee's eOPF/EPF, Medical, and Security file(s) shall be granted to other persons only as authorized by law and OPM regulation. The Agency shall maintain a log of all persons, outside the Civil Aviation Security and Human Resource Management offices, who have accessed an employee's eOPF/EPF or Security file in the performance of their duties. If no such log currently exists, it will be generated and filed in the employee's eOPF/EPF or Security file at the time the first request for access to their file is received and granted. This includes those files maintained at the employee's place of employment except for personnel who routinely maintain the files. Upon written request, the employee shall be permitted to review the log and make a copy in the presence of an Agency official.

Section 8. An employee, pursuant to OPM regulations, may request that a record maintained by the Agency be corrected or amended if they believe the information is incorrect. The Agency will advise the employee within fifteen (15) days of its determination concerning the employee's request. An employee who attempts unsuccessfully to correct or amend a record maintained by the Agency will be advised of the reasons for the refusal and may have a statement of disagreement placed in their folder.

Section 9. In accordance with 5 USC § 552a, any disclosure of an employee's record, containing information about which the individual has filed a statement of disagreement, the Agency shall clearly note any portion of the record which is disputed and also provide copies of the employee's statement and, if appropriate, the Agency's reasons for not making the amendments.

Section 10. Personal records, notes, or diaries maintained by a supervisor with regard to their work unit or employees are merely extensions of the supervisor's memory and may be retained or discarded at the supervisor's discretion. Such notes are not subject to the provisions of the Privacy Act so long as the following conditions are met:

a. They are kept and maintained for the supervisor's personal use only.

b. They are not circulated to anyone else, including secretarial staff or another supervisor of the same employee.

c. They are not under the control of the FAA in any way or required to be kept by the FAA.

d. They are kept or destroyed solely as the supervisor sees fit.

Such records, notes or diaries are to be current and pertinent to help focus on meaningful issues when counseling, evaluating performance, assisting in career development, and similar day-to-day responsibilities and should include the praiseworthy acts of employees as well as problems. Such records, notes or diaries shall not be used as a basis to support the following:

a. a performance evaluation of less than fully successful;

b. the denial of a promotion;

c. the denial of a pay increase; or

d. disciplinary or adverse actions;

unless the employee has been shown and provided a copy of such documentation within a reasonable period of time, not to exceed thirty (30) days from the incident giving rise to the notation. If an employee is shown a note, record or diary as part of the administrative process, they shall be given the opportunity to submit a written response contesting the information contained therein.

Section 11. In the event an employee is the subject of a security investigation and such investigation produces a negative determination, any information or documents obtained and made a part of the Security file shall not be released or shared without the express written authorization of the employee, except pursuant of 5 USC § 552a(b) and 5 CFR § 297.401.

Section 12. Each employee, upon written request, and/or their designated representative upon written authorization, shall be allowed, in the presence of an Agency official, to copy information contained in the EPF, Medical, Security, Training folder or other DOT/FAA file, with the exception of records restricted by law or regulation.

ARTICLE 20 – Personal and Information Systems Data Security

Section 1. All information in Agency computer/information systems shall be protected in accordance with the Computer Security Act of 1987, as amended, the Department of Transportation Information Technology Security Program, and FAA Order 1370.121.

Section 2. The Parties recognize the growing threat of identity theft and the importance of protecting Personal Identifiable Information (PII) provided by employees. If any record(s) maintained by the Agency on any bargaining unit employee(s) (BUEs) become lost, stolen, and/or improperly dispersed, the Agency shall immediately notify the Union at the national level and the affected employee(s). The Agency shall assist the Union and the employee(s) in resolving the problem. In addition, the Agency shall provide credit monitoring service via the established "Free Identity Monitoring & Protection and Identity Theft Insurance Services" program (or its replacement if any), at no cost to the employees, to address the threat posed by the security breach.

Section 3. In accordance with the Privacy Act, 5 USC § 552a, as amended, the Agency shall not require any BUE to disclose their Social Security Number (SSN) unless such disclosure is specifically required by a federal regulation effective prior to January 1, 1975, or by federal law. When such disclosure is so required, the person from whom the disclosure is sought shall be informed:

a. that submission of the SSN is mandatory. The federal statutory authority or pre-January 1, 1975, regulation under which submission of the SSN is required shall be identified; and

b. of the uses that will be made of the SSN.

Section 4. In accordance with FAA Order 1370.121, whenever the submission of an SSN is voluntary, the Agency employee requesting an SSN from a BUE shall inform such employee:

a. that the submission of an SSN is not required by law and an employee's refusal to furnish an SSN will not result in the denial of any right, benefit, or privilege provided by law;

b. that if the employee refuses to supply an SSN, a substitute number or other identifier will be assigned in those records where such an identifier is needed;

c. that the SSN, if supplied, is used by the Agency to associate the current information relating to the employee with other information about the same employee the Agency may have in its files from previous transactions; and

d. that the SSN is solicited to assist in performing the Agency's functions under the Federal Aviation Act of 1958, as amended.

Section 5. The Agency shall ensure that all Agency computer system(s) that requires BUEs to use passwords or Personal Identification Numbers (PIN), as authentication tools, will comply with Department of Transportation (DOT) Handbook DOT H 1350.260, Guide to Protecting Information Technology, and Federal Information Processing Standards (FIPS) Publication 112, Password Usage. The Agency shall ensure information is made available to all BUEs to understand and accomplish the requirements for creating, using, transmitting, managing, monitoring and complying with password and PIN orders and regulations.

Section 6. The Agency will comply with applicable law, rule, and regulation when monitoring its IT systems, including but not limited to 5 USC Chapter 71.

ARTICLE 21 – Security

Section 1. The Agency shall, to the maximum extent possible, provide adequate security for its employees in the performance of their duties. Security standards and procedures will be uniformly applied throughout the bargaining units.

Section 2. Employees shall be held responsible for the security of a facility, however that

responsibility is limited to the individual's own acts or failure to act.

Section 3. In the event of bomb threats, threats of violence or suspected terrorist activities at the facility, the Agency shall take appropriate measures to protect the safety and security of employees.

Section 4. Security issues encountered and reported to the Agency by an employee that interfere with and/or delay the performance of their official duties shall be addressed in an appropriate manner. The Agency shall provide the affected employee and their Union representative with information relevant to the resolution of the issue as soon as practicable.

Section 5. Facility Video Cameras. The primary purpose of facility video cameras is to deter external and internal threats and provide information if an incident occurs. Facility video cameras will be placed as needed by the Agency and in accordance with applicable security orders.

a. Upon installation of cameras at a facility, the Agency shall ensure the appropriate signage is displayed indicating the facility is under video surveillance.

b. Video images will not be used to record arrivals and departures of employees for the purpose of tracking time and attendance.

c. Should the Agency use video images as supporting evidence in a disciplinary action, the employee who is alleged to have committed the offense shall be provided a copy of the video images upon request.

d. The Union may request access to video recordings related to investigations of potential grievances, Unfair Labor Practice (ULP) charges, and health and safety concerns, in accordance with 5 USC § 7114(b)(4).

ARTICLE 22 – Surveillance Measures and Devices

Section 1. When the Agency installs closed-circuit television (CCTV) cameras, Entry Control Video (ECV) and Intrusion Detection Systems or Sensors (IDS) at its facilities, the primary purpose of these measures and devices shall be for the surveillance of interior and exterior perimeter alarm points/zones to safeguard the person and property of the Agency. When the Agency utilizes GPS enabled devices, the primary purpose of these measures and devices shall be for the surveillance of NAS efficiencies and to safeguard the person and property of the Agency.

Section 2. The primary purpose of the measures and devices referenced in Section 1 is not for the use and purpose of routine monitoring of bargaining unit employees in work areas, break areas, and other employee common areas, except as necessary under Section 1.

Section 3. The measures and devices referenced in Section 1 shall be used consistent with the Parties' Agreement, and disciplinary action will not be taken without first conducting an appropriate investigation into the alleged event. Should the Agency use data from CCTV, ECV,

IDS, GPS, or any other such measures and devices as supporting evidence in the imposition of discipline, the employee who is alleged to have committed the offense shall have a right to a copy of the data.

ARTICLE 23 – Employee's Private Telephone Number and Contact

Section 1. The employee's private telephone number shall not be disclosed to the public or published in a public directory.

Section 2. The Agency recognizes that employees should not normally be contacted during off duty hours except for such things as emergencies, callback assignments for restoration, overtime assignments and other work schedule related matters.

ARTICLE 24 – Use of Official Government Telephones and Computers

Section 1. Government telephones for the purpose of this Article include any government provided voice and/or video communication service or equipment.

Section 2. If an employee is required to be held over for official business, the Agency agrees to permit the employee to notify their home via government telephone and/or via email over the internet using a government computer.

Section 3. An employee may use a government telephone to make or receive brief calls each day to conduct personal business in accordance with Agency policy and this Agreement. Calls may not be limited to the local commuting area. Such call(s) shall take place during lunch breaks or other off-duty periods, unless otherwise approved by the Agency.

Section 4. Employees may be authorized the use of cellular and satellite devices and services to support specific job-related functions. Minimal personal use is anticipated. Users must, however, reimburse the FAA for excessive charges on personal calls. In the application of this rule, good business judgment applies, and reimbursement will be at the Agency's discretion and responsibility.

Section 5. Employees at their duty location shall have reasonable access to government telephones, provided they are presently installed, to make one (1) brief personal call each day over the commercial long-distance network (toll-calls) if the calls are not charged to the government.

Section 6. If an employee is required to remain in a travel status beyond their control, the Agency agrees to permit the employee to notify their home via government or commercial telephone.

Section 7. During a telephone call between Agency and employee, before the conversation starts or proceeds, if one or more persons come onto the line for any reason, the other party to the call shall be advised immediately of this fact. This requirement applies to persons listening on telephone extensions or to speakerphones.

Section 8. The employee shall have reasonable access to unrecorded telephones provided they are presently installed.

Section 9. Where required by law, all telephone lines which are being recorded will be equipped with such warning devices as specified by law.

Section 10. The Agency shall notify employees of all monitoring/logging devices on administrative telephones and computers within their facilities. This does not apply to security or law enforcement activities.

Section 11. FAA owned computers and Internet resources may be used for personal use in accordance with Agency policy.

ARTICLE 25 – Professional Differences of Opinion

Section 1. The Parties recognize that bargaining unit employees are accountable for ensuring that their performance conforms with established standards. However, in the event of a difference in professional opinion between the Agency and an employee, the employee shall comply with the instructions of the Agency and the Agency shall assume responsibility for its decisions. The employee may submit a written record of the instruction and the Agency will acknowledge the instruction in writing. The process will not delay or otherwise prevent the execution of the Agency instruction.

Section 2. If an employee's entry to an official operational record is substantially edited or changed, and no audit trail exists as to the edit or change, the employee will be notified of the edit or change. Such written notice will include the underlying basis of the change.

ARTICLE 26 – Surveys and Questionnaires

Section 1. The Agency recognizes that it is in its interest to have Union support for surveys of bargaining unit employees. The Agency shall not conduct surveys without providing the Union an opportunity to review and comment on the questions and related issues. The Union will be provided an advance copy of any survey, prior to distribution.

Section 2. Surveys shall be conducted on the employee's duty time.

Section 3. The Union shall be provided with the geographical/organizational distribution of surveys, which are distributed on a random sample basis.

Section 4. The Union shall be afforded the opportunity to review and comment in advance on any publication based on or derived from survey results.

Section 5. If feasible, the Union shall be provided a copy of survey results at the same time they are distributed to the corresponding level of the Agency. If it is not feasible to provide the results

at the same time, the Agency will provide the information as soon as possible.

Section 6. Participation in surveys shall be voluntary and anonymous.

Section 7. The Union representative shall participate in all survey debriefing and action planning sessions based on the results of surveys covered by this Article.

ARTICLE 27 – Interchange Agreement

Section 1. The Agency agrees to take appropriate and necessary steps to continue an Interchange Agreement with the Office of Personnel Management (OPM) that would ensure portability for employees to other agencies in the competitive service.

ARTICLE 28 – Outside Employment

Section 1. In accordance with 5 CFR § 2635.101(b)(10) and (14); § 2635.801(c) and FAA Order 3750.7, outside employment in general is permitted so long as it neither conflicts with official Government duties and responsibilities nor appears to do so. Employees are permitted to engage in outside aviation employment so long as the outside employer does not conduct activities for which the employee's facility or office has official responsibility.

The Agency shall maintain a list of ethics officials on the AGC website with whom employees may consult for determinations of the propriety of an outside employment opportunity.

Section 2. Should an employee submit a written request for prior approval, it will be acted upon as soon as possible, generally within thirty (30) days of receipt. When the employee accepts outside employment without prior approval due to the Agency's failure to respond within thirty (30) days to their written request for a determination of propriety, the Agency will take this into consideration should disciplinary action later be contemplated.

Section 3. If prior approval is given and it is later determined that such employment is inconsistent with the provisions of Section 1, the following shall apply upon written notification to the employee:

a. If the outside employment is specifically prohibited by law, the employee shall cease the employment immediately.

b. In all other cases the employee shall cease the employment within fourteen (14) days.

ARTICLE 29 – Names of Employees and Communications

Section 1. The Agency shall make every reasonable effort to notify the appropriate Union representative on or prior to the report date of a bargaining unit employee (BUE) hired into the

bargaining unit, transferred, promoted, or reassigned, within or out of the bargaining unit.

Section 2. At the end of each pay period, the Agency shall furnish the Union's national office with the following information concerning employees in the bargaining unit:

a. Name, and identifying number unique to the individual;

b. Entry on Duty (EOD) FAA Date, FLSA Code, BUS Code, organizational code, year of birth, job series title, pay band, basic pay, locality adjustment, facility, SCD; and

c. Service Area, region, or equivalent organizational level of assignment.

This information shall also include information whenever a BUE is hired, transferred, reassigned, or has resigned, retired, or died. The information provided under this Section shall be in an electronic format as agreed to by the Parties.

Section 3. The following statement will be displayed on job announcements for bargaining unit positions: "This is a bargaining unit position, represented by the Professional Aviation Safety Specialists (www.passnational.org)."

Section 4. The Union will provide the Agency a single page document (in electronic format compliant with FAA Order 1370.120) describing PASS. The document must conform to the requirements of Article 8, Section 1. The Agency shall include the document with the firm offer letter to the bargaining unit selectee.

ARTICLE 30 – Conflict of Interest, Financial Disclosure and Divestiture

Section 1. In the event an employee requests a determination of conflict of interest, the Agency agrees to provide a written determination normally within thirty (30) days.

Section 2. Any determination that an employee's action(s) could or do constitute the "appearance of a conflict of interest" shall be made using the standard established in 5 CFR Chapter XVI, Part 2635.

Section 3. The Agency will ensure that any orders to divest, including appropriate timeframes and procedures, will be distributed to all PASS bargaining unit employees when a newly prohibited financial interest is received from the Agency's Office of the Chief Counsel.

Section 4. The Agency will keep an updated and accurate copy of the list of prohibited investments that the Agency uses in making its divestiture determinations. This list shall be made available to all employees through a link on the Federal Aviation Administration employee website and shall be briefed to new employees during new employee orientation.

Section 5. The Agency shall make employees aware of the timeframes established by the Agency's Office of the Chief Counsel relating to the issuing of a Certificate of Divestiture.

Note: Sections 6 through 8 apply only to employees required to file a confidential financial disclosure report.

Section 6. Not less than thirty (30) days prior to being required to file a confidential financial disclosure report, whether it is an initial or annual report, each reporting employee will be given written notice:

a. of the Agency's decision to require them to report;

b. the standards upon which that decision is based;

c. the right to request a review of that decision within ten (10) days; and

d. either a copy of the report form or an internet address where a form can be downloaded or filed electronically.

Section 7. Where forms are not filed electronically, the Agency will provide each reporting employee a confidential envelope addressed to the Designated Ethics Counselor (DEC) with the employee's first and last name annotated on the outside of the envelope for record keeping purposes only. Once the form has been completed by the employee, except for forms that can be filed electronically, the employee shall enclose the form in the envelope, seal the envelope, and return the envelope to the designated Ethics Program Coordinator (EPC) responsible for the collection of the sealed envelopes. The designated EPC shall insure delivery of all envelopes unopened to the DEC. The review or signature of the manager/supervisor is not required on the form. In accordance with 5 CFR § 2634 Subpart C, the Parties understand that in filling out a financial disclosure form:

a. no disclosure of amounts or values of an asset or income are required;

b. only assets that are held for investment that are worth $1,000.00 or more, or that produced over $200.00 in income during the reporting period must be disclosed.

Section 8. When a disclosure report raises a question of possible or apparent conflict of interest, the DEC will notify the employee promptly in writing and offer an opportunity to explain or to identify solutions. Before ordering any employee to divest any asset(s), the Agency shall, to the maximum extent possible, assist the employee to resolve the conflict. In the event of non-compliance, investigative, or enforcement purposes, disclosure to persons other than the employee will be accomplished in accordance with applicable provisions of the Privacy Act and its implementing regulations.

Section 9. An Agency designee may grant a written waiver from the prohibition for employees, spouses, or minor children of employees, holding stock or having any other security interest in an airline or aircraft manufacturing company, or in a supplier of components or parts to an airline or aircraft manufacturing company, based on a determination that the waiver is not inconsistent with 5 CFR § 2635 or otherwise prohibited by law, and that, under the particular circumstances, application of the prohibition is not necessary to avoid the appearance of misuse of position or

loss of impartiality, or otherwise to ensure confidence in the impartiality and objectivity which FAA programs are administered. A waiver under this Section may be accompanied by appropriate conditions, such as requiring execution of a written statement of disqualification. Notwithstanding the granting of any waiver, an employee remains subject to the disqualification requirements of 5 CFR § 2635.402 and § 2635.502.

ARTICLE 31 – Watch Schedules and Shift Assignments

Section 1. If work requirements exist that require a full-time employee to work outside of a traditional work schedule as outlined in Article 32, Section 1, the employee shall be considered assigned to a watch schedule and covered by this Article.

Working hours for watch schedules shall be administered in accordance with HRPM LWS-8.14, Article 34 Fatigue, and this Agreement.

Section 2. No later than September 1st, prior to the development of the Watch Schedule and Shift Assignments, the Agency will meet with the Union at the appropriate organizational level to communicate the operational hours and whether there will be day, evening, and/or midnight shifts as well as the hours for each shift to build the Watch Schedule. The Agency will also discuss respective scheduling concerns and work requirements which will influence the development of the coverage requirements and will provide the Union with the names of employees to be assigned to the basic watch schedule (BWS).

Section 3. The Parties agree to collaborate at the appropriate organizational level on the development of the coverage requirements by September 7th of each year. Coverage requirements are defined as the distribution of available employees to be assigned to the BWS. If consensus is not reached through collaboration, the coverage requirements shall be referred to the Parties at the next level.

Section 4. **Basic Watch Schedules (BWS).**

a. The BWS is defined as the days of the week, hours of the day, and the rotating of shifts and/or rotational pattern of regular days off, if any, that satisfy the coverage requirements. This schedule will cover, at a minimum, a one-year period commencing on the first full pay period of the leave year.

b. The Parties recognize the need for watch schedules that mitigate systemic risks due to fatigue. As such, the Parties agree that employees shall not work back-to-back shifts and operations permitting, the Agency will comply with the agreed upon fatigue rules for free of duty time between shifts. This requirement applies to all assignments inclusive of shift changes and exchanges (swaps).

If the Agency decides to implement additional actions to mitigate systemic risks due to fatigue, the Union at the national level will be provided with notice and Article 70, as appropriate. Such actions will be national in scope, and objectively applied to all

bargaining unit employees.

c. Bargaining Process.

1. The Union will submit a proposed BWS to the Agency by September 15th, unless the Parties at the appropriate organizational level agree on another date.

2. The Union's proposal will include individual lines no greater in number than the number of employees eligible for assignment to the BWS and will reflect each individual line's rotational pattern of shifts/days for the entire BWS period.

3. All proposals must be developed based upon an eight (8) hour workday. A proposal may include fixed regular days off (RDOs) and/or fixed shifts.

4. At the election of the Union, an additional proposed schedule may be submitted expanding the BWS to include Alternate Work Schedule (AWS) options as defined in Article 35. The proposed AWS shall not change the pattern or rotation established in the BWS. It is understood that the process for consideration of AWS is outside of the bargaining process and subsequent to the Parties agreement on a BWS under this Section. Approval of AWS shall be consistent with Section 5.

5. If the Agency believes the Union's proposal does not meet the coverage requirements or violates the basic work requirement, it will promptly advise the Union in writing.

6. If either Party believes the bargaining process is at impasse or the Agency believes the Union's proposals have not met coverage requirements, the issue shall be referred to the Parties identified in Step 3 of the negotiated grievance process. The BWS from the prior year will remain in effect until the issue is resolved.

7. If the dispute is not resolved within seven (7) calendar days, the Parties are free to pursue whatever course of action is available to them under the law and this Agreement.

8. If the Union fails to submit a BWS, the Agency is free to implement its own BWS, provided such schedule meets the coverage requirements.

9. Once agreement is reached on the BWS, it will be signed by both Parties.

10. The BWS will not be changed absent mutual agreement, except for a change in coverage requirements, or at the Union's request one (1) time per year due to a change in personnel resources or NAS modernization. The Party requesting a change in the BWS will notify the opposite Party of the reasons for the change as specified under this Section and will bargain in accordance with the process beginning with Section 4(c). If a new BWS is implemented under this subsection it will cover the remainder of the current year. By mutual agreement the new BWS may be extended through the following year. The new BWS will be posted (physically or electronically) and

available to all employees at least thirty (30) days prior to the beginning of the period of the new watch schedule, unless a shorter time frame is agreed to by the Parties.

Section 5. Individual AWS options submitted by the Union in Section 4(c)(4) will be incorporated into the BWS, provided coverage requirements are satisfied and there is no adverse Agency impact in accordance with Article 35. By mutual agreement, the Parties may establish AWS coverage hours that extends the BWS coverage hours.

Section 6. Posted Watch Schedules.

a. The posted watch schedule is defined as the BWS reflecting each employee's specific shift assignments for the entire period of the BWS. Employees eligible for assignment to the BWS will be afforded an opportunity to select their initial assignment to the BWS in accordance with Service Computation Date (SCD) seniority, unless some other method is agreed to by the Parties at the appropriate organizational level. Initial assignments to the BWS shall be made and posted (physically or electronically) and available to all employees at least sixty (60) days prior to the beginning of the period, unless a shorter time frame is agreed to by the Parties. Subsequent changes to individual shift assignments on the posted watch schedule are not considered changes to the BWS.

b. The Agency shall only change an employee's schedule for operational reasons. The Parties recognize that involuntary changes to an employee's specific shift assignment on the posted watch schedule with less than thirty (30) days' notice are undesirable. The Agency shall normally give no less than seven (7) days' notice of its intent to make such a change. If the Agency determines it is necessary to makes such a change with less than seven (7) days' notice, it will make reasonable efforts to secure qualified volunteers. Such changes with less than seven (7) days' notice shall not be made for the purpose of avoiding payment of overtime, holiday or other premium pay. If an employee's shift assignment is involuntarily changed with less than seven (7) days' notice, the affected employee shall be paid any night differentials to which they would otherwise have been entitled, had they worked that shift.

The Agency will notify an employee of changes to the employee's shift assignment, and when a change is made with less than thirty (30) days' notice, the Agency will obtain the employee's acknowledgement of the change.

c. The Agency shall approve an individual employee's request for a shift change to another shift that exists on the BWS; or the swapping of shifts and/or days off between employees with required qualifications and/or certifications; provided the exchange is consistent with staffing and workload requirements of the losing shift, does not result in an inefficient use of resources on the gaining shift, does not result in overtime or an increase in premium pay costs, does not violate the agreed upon fatigue rules, or does not violate the basic workweek.

Section 7. It is not the intent of the Agency to substantially alter the intended rotation and pattern of the BWS for an extended period. However, deviations to an employee's intended rotation and

pattern on the posted watch schedule for an extended period may occur due to training, leave and/or unforeseen circumstances where the posted watch schedule ceases to meet the Agency's coverage requirements, or during the prolonged absence of an employee(s). The Agency will endeavor to rectify the situation and return the affected employee(s) to their original rotation and pattern as soon as possible.

Section 8. In the event the Agency no longer has a watch schedule requirement and decides to implement a schedule in accordance with Article 32, the procedures in Article 70 shall apply if necessary to address the adverse impact to the affected employee(s).

Section 9. Subsequent to the date of the initial posted watch schedule, employees who become eligible for assignment to the posted watch schedule shall be assigned to the watch schedule based upon the staffing and workload requirements of the Agency. The Union may provide recommendations regarding such assignments.

Section 10. When, as a result of disciplinary action, the Agency has determined that closer supervision is required, an employee may have their scheduled work hours adjusted, including the suspension of AWS, to provide such closer supervision. Work hours may also be adjusted, including the suspension of AWS, to provide remedial training in connection with documented job performance deficiencies. In no event will denial or termination of AWS be used as a disciplinary measure.

Section 11. The provisions of this Article do not apply to those employees covered under Article 32 or Article 33.

ARTICLE 32 – Working Hours for Traditional Work Schedules

Section 1. This Article applies to full-time employees normally working a traditional work schedule, Monday through Friday, with working hours representing an eight and a half (8 ½) hour workday inclusive of an unpaid meal break and normally between the hours of 6:00 am and 6:00 pm, and Saturday and Sunday as their Regular Days Off (RDO). If requested, the Parties at the local level may have a collaborative discussion regarding adjusting the working hours different from 6:00 am and 6:00 pm.

Working hours for traditional work schedules shall be administered in accordance with HRPM LWS-8.14, Leave and Work Schedules; Article 34, Fatigue; and this Agreement.

The Agency may have work requirements that must be performed outside the traditional work schedule. If such a work requirement occurs more than once per week on a regularly recurring basis, the employee(s) shall be considered assigned to a watch schedule and covered by Article 31.

Section 2. The Agency will make reasonable effort to establish consistent work schedules and hours, staffing and workload requirements permitting. When the Agency at the local level requires employees to have varied starting times, employees possessing the required qualifications/

certifications will have an opportunity to select their preferred work schedule in accordance with Service Computation Date (SCD) seniority, unless some other method is agreed to by the Parties at the local level.

Section 3. An individual's request for non-consecutive working hours shall be handled on an individual basis and will not be arbitrarily denied. The additional time may or may not coincide with an employee's unpaid meal break.

Section 4. Instead of a traditional schedule, an employee may elect to work an Alternate Work Schedule (AWS) as defined in Article 35, Alternate Work Schedules. An employee's AWS election shall be authorized provided any such schedule would not have an adverse Agency impact, in accordance with Article 35.

Section 5. When, as a result of disciplinary action, the Agency has determined that closer supervision is required, an employee may have their scheduled work hours adjusted, including the suspension of AWS, to provide such closer supervision. Work hours may also be adjusted, including the suspension of AWS, to provide remedial training in connection with documented job performance deficiencies. In no event will denial or termination of AWS be used as a disciplinary measure.

Section 6. The Agency shall only change an employee's schedule for operational reasons. Should the Agency require an employee to work outside of their normal schedule for an assignment not requiring overtime, the Agency shall make every effort to provide the employee a minimum of seven (7) days advance notice of the change in work schedule. These assignments will be offered to qualified volunteers. In the absence of qualified volunteers, the assignments will be made on a fair and equitable basis. Such changes with less than seven (7) days' notice shall not be made for the purpose of avoiding payment of overtime.

Section 7. The Agency shall approve an individual employee's request for a change of working hours; or the exchange of working hours and/or days off by employees possessing the required qualifications and/or certifications; provided the exchange is consistent with staffing and workload requirements of the losing workday, does not result in an inefficient use of resources on the gaining workday, does not result in overtime or an increase in premium pay costs, does not violate Article 34 Fatigue, or does not violate the basic workweek.

Section 8. The provisions of this Article do not apply to those employees covered under Article 31 or Article 33.

ARTICLE 33 – Working Hours for Flight Program Operations and Crewmember Scheduling

Section 1. This Article applies to full-time employees normally working a traditional work schedule and crewmembers assigned flight duty. Working hours shall be administered in accordance with HRPM LWS-8.14 Leave and Work Schedules, and this Agreement.

Section 2. A traditional work schedule is Monday through Friday, with working hours representing an eight and a half (8½) hour workday inclusive of an unpaid meal break and Saturday and Sunday as their Regular Days Off (RDO). Crewmember schedules are addressed in Sections 8 and 9.

Section 3. At an employee's request, the Agency may consider non-consecutive working hours. The additional time may or may not coincide with an employee's unpaid meal break.

Section 4. Instead of a traditional schedule, an employee may elect to work a Compressed or Flexible Work Schedule (CWS or FWS) as defined in HRPM LWS-8.15, Alternate Work Schedules. An employee's Alternative Work Schedule (AWS) election shall be authorized provided any such schedule would not have an adverse Agency impact in accordance with Article 35 Section 3. Employees must fulfill all their basic work requirements.

Section 5. When as a result of disciplinary action, the Agency has determined that closer supervision is required, an employee may have their scheduled work hours adjusted, including the suspension of AWS, to provide such closer supervision. Work hours may also be adjusted, including the suspension of AWS, to provide remedial training in connection with documented job performance deficiencies. In no event will denial or termination of AWS be used as a disciplinary measure.

Section 6. Should the Agency require an employee to work outside of their normal schedule for an assignment not requiring overtime, the Agency shall make every effort to provide the employee a minimum of seven (7) days advance notice of the change in work schedule. These assignments will be offered to qualified volunteers. In the absence of qualified volunteers, the assignments will be made on a fair and equitable basis.

Section 7. The Agency shall approve an individual employee's request for a change of working hours; or the exchange of working hours and/or days off by employees possessing required qualifications and/or certifications; provided the exchange is consistent with staffing and workload requirements of the losing workday, does not result in an inefficient use of resources on the gaining workday, does not result in overtime or an increase in premium pay costs, or a violation of the basic workweek.

Section 8. Crewmember Schedules. A flight duty schedule is Sunday through Saturday, consisting of five (5) eight and a half (8½) hour flight periods, inclusive of an unpaid meal break. A straight eight (8) hour shift is authorized when the Pilot in Command (PIC) elects to fly through lunch for operational/mission reasons or when no reasonable accommodations exist. The normal workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off. The duty day begins when the crew arrives at the home station or the Fixed Base Operator (FBO) and ends when the crew leaves the home station or the FBO.

a. The Parties recognize that crewmember participation in the maxiflex work schedule is beneficial. Therefore, all flight crewmembers may be required to participate in a maxiflex schedule when assigned flight duties. While on a flight schedule the duty day start and stop times and the length of the workday will be determined by the Agency.

b. Duty day start and end times will be established by the Agency using the flight authorization process and will be based on the time zone the duty day begins. When flight operations are required during periods of darkness, the PIC may request adjustments to the duty day to fly early or late to accomplish the mission. All crewmembers will start their duty day at the same time unless specifically authorized due to operational demands. A crewmember must coordinate approval from the Flight Program Operations Control Center (OCC) in advance for any non-standard duty day start/end times. Requests for Extended Duty Day (EDD) during a flight duty week must be requested in advance through the OCC and must be approved by an appropriate management official.

c. The Parties recognize that due to the NAS-critical nature of the Flight Program Operations, flight duty periods may need to be adjusted. Such adjustments are subject to consultation between management, the OCC, and the PIC, and shall be limited to those necessary to meet staffing and workload requirements. The duty day start time can be changed up to a maximum of four (4) hours due to weather, maintenance, operational requirements, or ground-based equipment concerns. When flying out of the home station, the duty day start time can be changed up to a maximum of four (4) hours. Notification of any duty period adjustment will be made before the end of the previous duty day.

Section 9. Crewmember Scheduling. This Section addresses crewmember schedules, which incorporates a quarterly plan of flight duty assignments and a leave and training plan.

a. The quarterly plan of flight duty assignments (the "flying schedule") identifies proposed flight duty periods by workweeks. The plan shall be posted at least ninety (90) days before the beginning of the next quarter. The Agency is responsible for flight duty assignments and changes to the crewmember schedule. Subject to employee qualification and training requirements, assignments of flight duty shall be equitable.

b. The leave and training plan is an annual plan which identifies crewmember leave and training by weeks. Employees will submit their leave requests as specified in Article 40, Annual Leave.

c. Flight duty assignments and the leave and training plan shall be readily available to the employees by electronic means and retained for a minimum of one (1) year.

d. The Agency is responsible for creating flight authorizations which maximize the use of available resources. Authorizations shall specify assignments of work, to include geographic locations and flight duty periods (start/stop times). Flight authorizations shall be constructed to provide adequate time for operational risk assessment, mission planning, and safety evaluation to enable crewmembers to complete work in a safe, efficient and effective manner. Flight duty periods should provide sufficient time to allow for pre/post-flight requirements.

e. The crewmember schedule may identify reserve crewmembers to be available for flight duty during a defined duty period. Reserve duty includes replacing other assigned crewmembers as required, and responding to unscheduled operational priority

requirements, subject to Chief Pilot approval.

f. The Parties recognize that involuntary changes to an employee's posted flight duty assignments are undesirable and are subject to crew rest requirements and fatigue assessment. Therefore, the Agency agrees to make every reasonable effort to maintain posted schedules that do not interfere with regular days off when the employee is at their home base location, staffing and workload permitting. Agency initiated changes within fourteen (14) days of flight duty assignment shall be limited to unplanned operational requirements and urgent responses to crew unavailability. Employees shall be promptly notified of the change.

g. The Parties recognize the need for crewmember schedules that mitigate operational risks due to fatigue and will discuss fatigue mitigation actions prior to implementation. Actions which result in a bargaining obligation will be handled in accordance with Article 70 of this Agreement.

h. As a 14 CFR Part 135 air operator, AJF complies with 14 CFR Part 135 regulations regarding flight time and duty time limitations, as well as rest rules. The Agency will always consider the safety of the crewmembers and compliance with Part 135 regulations when changing crewmembers from a night to day schedule. Crewmembers may communicate any concerns they may have with schedule changes to their manager. The manager will promptly address such concerns as necessary.

ARTICLE 34 – Fatigue

Section 1. This Article applies to all Air Traffic Organization (ATO) bargaining unit employees (BUEs) within Technical Operations in series 0856/2101/0018/0028/0690/0802/2210, and Wage Grade (WG) employees. Employees within Flight Program Operations are excluded from the provisions of this Article.

Section 2. The Agency will not assign work that would require an employee to work more than fourteen (14) hours in a twenty-four (24) hour period absent a sudden unforeseen event that requires immediate action. Employees will be compensated appropriately for all time worked regardless of the length of their workday.

Section 3. The Agency shall provide a minimum of ten (10) consecutive hours free of duty, absent a sudden unforeseen event that requires immediate action:

a. between all scheduled work assignments including work schedule changes.

b. between the conclusion of the last overtime assignment and returning to a scheduled work assignment. It is recognized an employee may be assigned multiple overtime assignments between the end of their shift/workday and the start of their next scheduled shift/workday.

Section 4. "Regularly scheduled overtime" is defined as overtime work that is scheduled or should have been scheduled before the start of the administrative workweek.

Section 5. An employee shall be able to request relief from an overtime assignment due to their expressed state of fatigue. Such a request shall be granted when in the judgement of the Agency the health or efficiency of the employee may be impaired.

Section 6. For regularly scheduled overtime, the Agency will first consider those qualified employees requiring the least amount of fatigue mitigation (e.g., excused absence, shift/workday changes, RDOs) when determining an employee's initial availability for such assignments. If an employee is deemed unavailable in accordance with this Section, it will not count as a declination.

Section 7. The Agency may change the employee's specific shift/workday to mitigate fatigue, only in accordance with Article 31 and/or Article 32 of this Agreement.

Section 8. If the fatigue mitigation efforts in Sections 5 and 6 fail to fully address the ten (10) hour free of duty provision, the Agency may grant excused absence to BUEs in order to meet the ten (10) hour free of duty provision.

Section 9. Hours during which an employee earns travel compensatory time do not count towards the fourteen (14) hour rule discussed in this Agreement.

Section 10. An employee placed on excused absence may have other types of leave approved during the same shift/workday. The granting of leave in conjunction with excused absence shall be an exception to HRPM LWS-8.8 Excused Absence and consistent with this agreement.

To receive excused absence in conjunction with other types of unscheduled spot leave (leave requested within the current work assignment), the employee must report to work immediately after the conclusion of the excused absence. Provided the employee reports to work for at least one hour immediately after the excused absence, the employee may utilize any other type of unscheduled leave, paid or unpaid, for an absence on the same day. The one hour requirement does not apply to previously scheduled approved leave.

If the employee does not immediately report to duty following the excused absence for one hour or more, the manager may rescind the excused absence hours previously granted. If the manager rescinds the excused absence, the employee will be informed as soon as possible and the employee will charge those off-duty hours, previously granted as excused absence, to paid leave or other earned time off.

ARTICLE 35 – Alternate Work Schedules

Section 1. Alternate Work Schedules (AWS) shall be administered in accordance with HRPM LWS-8.15 Alternative Work Schedules (AWS), and this Agreement.

Section 2. Core Hours and Flexible Time Bands. For the purposes of this Agreement, the following definitions for Core Hours and Flexible Time Bands within AWS shall apply:

c. Core Hours. The Agency defined four (4) consecutive hours in a scheduled workday that an employee must be present for work or accounted for by leave and/or other approved absence.

1. Unless otherwise agreed to by the parties at the lowest appropriate organizational level, the four (4) consecutive core hour period will fall between 9:30 a.m. and 2:30 p.m.

2. Core hours are based on the time zone where the employee starts their workday.

d. Flexible Time Bands. Flexible time bands may be 5:00 a.m. to 8:00 p.m., Monday through Friday. If an employee elects to work prior to 6:00 a.m. or after 6:00 p.m., the employee will not be entitled to night differential pay. If management requires an employee to work prior to 6:00 a.m. or after 6:00 p.m., the employee will be entitled to night differential pay.

Section 3. Available AWS. For the purpose of this Agreement, AWS options are defined as follows:

a. Compressed Work Schedules (CWS). All employees are eligible to request any of the following CWS. Full-time employees on compressed schedules fulfill their basic work requirement of eighty (80) hours in less than ten (10) days in a pay period. The employee's schedule is approved before the beginning of the next pay period.

1. 4/10 Plan. This is a schedule which includes four (4) workdays of ten (10) hours per day, and three (3) non-workdays per week, with pre-established fixed hours, exclusive of a designated meal break with the exception of schedules assigned under Article 31. The basic work requirement for a full-time employee is forty (40) hours a week and eighty (80) hours a pay period.

2. 5/4-9 plan. This is a schedule which, within a biweekly pay period, includes eight (8) workdays of nine (9) hours, one (1) workday of eight hours, and five (5) non-workdays, with pre-established fixed hours, exclusive of a designated meal break with the exception of schedules assigned under Article 31.

3. 50/30 (or 30/50) Plan. This is a schedule which includes three (3) workdays of ten (10) hours per day in one week of the pay period, and five (5) workdays of ten (10) hours in the other week, with pre-established fixed hours, exclusive of a designated meal break with the exception of schedules assigned under Article 31.

b. Flexible Work Schedules (FWS). FWS vary significantly. The basic work requirement is the hours, excluding overtime hours, an employee must work or otherwise account for by leave and other approved absences. The tour of duty is comprised of all hours and days for which flexible and core hours are designated. The tour of duty also defines the limits within which an employee must complete their basic work requirement.

1. **Flexible Start Time Plan. All employees are eligible to request to work a Flexible Start Time Plan schedule.** This is a schedule flexibility which allows for a varied start time without changing the length of the established workday. The starting times must be approved in advance. This schedule flexibility is available to employees working an eight (8) hour (5/8 schedule), nine (9) hour (5/4-9 schedule), or ten (10) hour (4/10 and 50/30 schedule) workday. Credit hours may be earned with advanced approval. Must be present or otherwise accounted for by leave and/or other approved absence during core hours, except for meal break, with the exception of schedules assigned under Article 31. Employees approved for this plan are eligible to receive the amount of holiday pay/holiday leave consistent with the hours of their pre-approved schedule.

The following FWS (options 2 – 6) are not available to employees assigned to a work schedule defined in Article 31 or to FV-2101 employees assigned to an SSC:

2. **Flexitour.** Allows flexibility in pre-selecting the time of arrival and departure within the flexible time bands. Once established, this schedule is fixed until an adjusted schedule is submitted and approved. An employee works eight (8) hours/day, five (5) days/week. Must be present or otherwise accounted for by leave and/or other approved absence during core hours, except for meal break, five (5) days a week. Credit hours may be earned with advanced approval.

3. **Gliding.** Allows employees flexibility to elect to vary the daily time of arrival and departure during the flexible time band. Works eight (8) hours a day, five (5) days a week. Must be present or otherwise accounted for by leave and/or other approved absence during core hours, except for meal break, five (5) days a week. Credit hours may be earned with advanced approval.

4. **Variable Day.** Allows employee to vary daily arrival and departure time and length of the workday. Employee works forty (40) hours a week and core hours are in effect all five (5) days of the workweek. Employee must be present or otherwise accounted for by leave and/or other approved absence during core hours, except for meal break five (5) days a week. Credit hours may be earned with advanced approval.

5. **Variable Week.** Plan allows employee to vary daily arrival and departure time and length of workday and length of workweek. Employee works eighty (80) hours per pay period and core hours are in effect all five (5) days of the workweek. Employees must be present or otherwise accounted for by leave and/or other approved absence during core hours, except for meal period, five (5) days a week. Credit hours may be eared with advanced approval.

6. **Maxifiex.** Plan allows employee flexibility in daily arrival and departure time and varies length of workday and length of workweek. Employees may work less than five (5) days a week and/or ten (10) days a pay period, but all employees must work eighty (80) hours a pay period. Employees must be present and otherwise accounted

for by leave and/or other approved absence during core hours at least three (3) days per administrative workweek, except for meal breaks which may overlap core hours. Credit hours may be earned with advance approval.

Section 4. "Credit hours" are non-overtime hours worked pursuant to a flexible work schedule established under this Article which are in excess of an employee's basic work requirement and which the employee elects to work, after approval by the Agency, so as to vary the length of a workweek or a workday.

Employees are not paid Base Pay or overtime pay for credit hours when they earn them. Employees earning credit hours are not entitled to night differential, Sunday premium pay, or holiday premium pay. An employee may use credit hours during a subsequent day, week, or pay period to allow the employee to be absent from an equal number of hours of the employee's basic work requirement with no loss of Base Pay.

Section 5. At the request of an employee and with approval by the Agency, the employee may earn credit hours on an employee's regular day off or in conjunction with a particular shift.

Section 6. The Agency shall not coerce, assign, or otherwise require employees to work additional hours or days for credit hours.

Section 7. An employee's AWS election shall be authorized provided any such schedule would not have an adverse Agency impact. Adverse Agency impact is defined as:

a. a reduction of the level of productivity of the Agency;

b. a diminished level of service furnished to the public by the Agency; or

c. an increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a compressed schedule).

Section 8. The authorization for an employee's election to work an AWS may be temporarily affected if the Agency determines that working an AWS schedule will negatively impact their training.

Section 9. All employees who volunteer and subsequently participate will be expected to participate until such time as the employee provides reasonable notice of their desire to terminate participation in AWS.

Section 10. The Agency may temporarily suspend individual AWS assignments in the event an impact to staffing and workload requirements is expected to occur.

a. The affected employee(s) will normally be given thirty (30) days notice of such change.

b. When the Agency determines that the impact to staffing and workload no longer exists, the affected employee(s) will be afforded the opportunity to return to their AWS assignment.

c. Individual AWS assignments may be suspended for ninety (90) days or longer in cases of an adverse Agency impact as defined in this Agreement.

d. Upon the Union's request, the Agency will provide the reason(s) for the suspension of AWS in writing.

Section 11. Travel or training away from an employee's office shall not, in and of itself, justify suspension of an AWS. A temporary adjustment of an employee's work schedule, or the use of leave at the option of the employee, may be appropriate under the following circumstances:

a. travel or training hours do not coincide with the employee's schedule and performance of normal duties is not possible; or

b. adherence to an AWS will create additional overtime or travel compensation entitlements.

Section 12. No AWS shall violate the agreed upon fatigue rules.

Section 13. Any disputes concerning the decision to authorize AWS options identified by the Union will be resolved under the negotiated grievance procedure. In-lieu of the normal grievance process, the appropriate Regional Vice President or National Representative may initiate a grievance in accordance with Article 5, Section 6, Step 3. The Step 3 Agency official shall respond to the grievance in writing within seven (7) calendar days following the submission of the grievance.

Section 14. When, as a result of disciplinary action, the Agency has determined that closer supervision is required, an employee may have their scheduled work hours adjusted, including the suspension of AWS, to provide such closer supervision. Work hours may also be adjusted, including the suspension of AWS, to provide remedial training in connection with documented job performance deficiencies. In no event will denial or termination of AWS be used as a disciplinary measure.

ARTICLE 36 – Part-time Employment/Job Sharing

Section 1. This Article deals with employees who are participating in and transitioning to part-time schedules and job sharing. Part-time and job sharing are designed to provide career opportunities for individuals who cannot or do not want to work full-time and are an acceptable and welcome alternative to the traditional full-time 40-hour workweek.

a. For employees, working part-time or job sharing can provide an opportunity to:

1. work and spend more time with children;

2. care for an aging or an ill family member;

3. pursue educational opportunities;

4. participate in volunteer or leisure activities; or

5. continue to work when illness or physical limitations prevent the employee from working a full-time schedule.

b. For the Agency, allowing part-time or job sharing can allow:

1. retention of highly qualified employees not available for full- time employment;

2. recruitment of employees with special skills who are unable or do not want to work a fulltime schedule;

3. meeting operational requirements during workload surges; and

4. reduction of current human resource expenditures when employees voluntarily reduce their work hours.

Denials of requests for part-time or job sharing will be discussed with the employees, and, upon request, employees will be provided specific written reasons for denials.

Section 2. Nothing in this Article precludes a full-time employee from requesting permanent part-time employment as set forth in the Human Resources Personnel Manual (HRPM).

Section 3. Except as provided in Section 4 below:

a. the tour of duty for a part-time employee will be no less than sixteen (16) and no more than thirty-two (32) hours per week; and

b. a part-time employee's tour of duty will be documented on an SF-50, Notification of Personnel Action.

Section 4. An increase of a part-time employee's tour of duty above thirty-two (32) hours per week or sixty-four (64) hours per pay period will be in accordance with HRPM LWS-8.16.

Section 5. If an employee working a temporary part-time schedule is directed by the Agency, or the employee requests, to return to a full-time schedule, a thirty (30) day notice shall be provided.

Section 6. Any person who is employed on a full-time basis shall not be required to accept part-time employment as a condition of continued employment.

Section 7. A part-time employee receives a full year of service credit for each calendar year worked (regardless of tour of duty) for the purpose of computing service for retention, retirement, career tenure, and leave accrual rate.

Section 8. A part-time employee shall accrue leave for each year of service in accordance with LWS 8.1, LWS 8.3 and this Agreement, on a pro-rated basis.

Section 9. Before an employee is assigned to a part-time position or a job share arrangement, the Agency will brief the employee on the impact of this assignment on the following: retirement, reduction-in-force, health and life insurance, promotion, and increases in pay. Upon request, the Agency shall provide this information to the employee in the form of a written fact sheet.

Section 10. Placement of part-time employees in the watch schedule rotation pattern shall not adversely impact the normal work schedule rotation pattern of full-time employees.

Section 11. Employees who share a job are considered to be individual part-time employees for purpose of appointment, pay, classification, leave, holidays, benefits, position management, service credit, and reduction- in-force. Job sharers will be limited to equally qualified employees in the same area/facility.

Section 12. Employee requests to participate in job sharing must be made in writing to the employee's immediate supervisor. If the potential job sharers have the same supervisor, the request may be made jointly. If not, each employee must submit a separate request to their supervisor. The request must identify the job to be shared and the employees who propose to share it. The employee is responsible for locating a job share partner(s).

Section 13. When, as part of its consideration of a job-sharing request, the Agency meets with potential job-sharing candidates, the Union will be notified and given an opportunity to be present during such meetings.

Section 14. Some Agency official and job sharers must sign an Agency job sharing agreement. Each job sharer will receive a copy of the job-sharing agreement and must understand their individual responsibility in carrying out the duties and responsibilities of the position. Any changes to an approved job-sharing arrangement will require the establishment of a new job-sharing plan consistent with the provisions of this Article.

Section 15. Flexibilities such as overlapping time or simultaneous shifts may be considered when scheduling job sharers. Each employee's scheduled work hours and the overlap period depends on the needs of the position, the availability of the employees, and the resources available.

Section 16. The job sharers will be informed, before starting the job share arrangement, that the manager has the authority to approve, revise, or terminate a job-sharing agreement. All parties, including job sharers, agree to provide thirty (30) days' notice before terminating a part-time assignment or job share agreement. The expectation that the remaining job sharer is to work full-time until another job sharer is found in the event that one job sharer is unable to maintain the agreed upon schedule, goes on extended leave, resigns, or take another job, should be clearly stated.

Section 17. Part-time and job-sharing employees shall be paid appropriate premium pay and differentials for hours worked. Permanent or temporary part-time employees are not entitled to holiday in lieu of days.

ARTICLE 37 – Telework

Section 1. Policies and procedures regarding telework that are not covered in this Article shall be in accordance with HRPM WLB-12.3, FAA Telework Program; and other applicable directives. The Parties agree that employees may request to telework in accordance with this Article. An employee's participation in a telework arrangement is voluntary.

Section 2. The FAA encourages and fully supports the use of telework as a workplace flexibility that enhances the Agency's mission and reputation as an employer of choice. Teleworking is designed to benefit employees, managers, and the community. Some of the benefits that may result from teleworking include:

a. Reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance;

b. Improved employee morale due to a decrease in commuting related stress and greater flexibility in balancing work and family demands;

c. Increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work setting;

d. Possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;

e. Possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building related problems.

f. Reduce the office footprint and associated expenses of the FAA; increase workplace retention; and provide flexibilities that increase efficiency and effectiveness.

Section 3. The Administrator may set an agency-wide approach for the FAA regarding telework. Any application to PASS employees will be subject to the applicable terms of this Agreement.

Section 4. For the purposes of this Agreement, the following Definitions apply:

a. Official Duty Station (ODS). The ODS is the city, county, and state or foreign location as identified in Blocks 38 and 39 of the Standard Form (SF) 50, Notification of Personnel Action. The ODS determines an employee's applicable locality pay area and rate.

b. Assigned Worksite (Recall Address). The official location where the Agency has assigned an employee to report/work when they are not teleworking or performing mobile work.

c. Alternative Worksite. This is a worksite, other than the Assigned Worksite, that supports productive work and provides an environment, connectivity, and security appropriate to

the work effort as approved by the Agency. The worksite may be an employee's residence or other appropriate work location.

d. Mobile Work. This is not telework, although mobile workers may telework. Mobile work consists of regular travel to and from work in customer or designated worksites as opposed to the Assigned Worksite. It may consist of work such as site audits, site inspections, investigations, and property management. It differs from telework in that the work is specific to a designated site or location. This is not a telework day.

e. Locality Pay Area. An area listed in 5 CFR § 531.603, as established and modified under 5 USC § 5304 by the Pay Agent designated by the President under 5 USC § 5304(d)(l). OPM publishes definitions of locality pay areas annually.

f. Non co-located. An employee that is not generally located at the same official worksite as their manager or other employee(s) that they work with. Employees may request to be non co-located.

Section 5. Telework Options. The following types of telework shall be available to employees:

a. Conditional Telework. This is a unique temporary telework arrangement based on an employee's unique/temporary need.

1. The employee may be authorized up to ten (10) days of telework per pay period, or other alternate telework schedule, that may also include approved leave. Such arrangements are limited to no more than 90 calendar days, absent Head of LOB/SO approval.

2. The Agency may require appropriate documentation or supporting evidence.

3. This special arrangement requires a new Telework Agreement.

b. Routine Telework. Occurs as part of a previously approved, ongoing, and regular telework schedule:

1. May include a telework schedule where an employee teleworks from an alternative worksite, with the employee reporting to the Assigned Worksite two (2) days or more per pay period. Under this schedule, the employee's ODS would remain their Assigned Worksite.

2. May include a telework schedule where an employee teleworks from an alternative worksite, with the employee reporting to the Assigned Worksite one day or less per pay period. The Agency has determined that this telework schedule requires Head of Line of Business (LOB) or designee approval. Approvals/disapprovals are subject to the criteria in Section 8.

3. Employees on an approved Routine Telework Agreement may change their telework

schedule (e.g., Tuesday/Wednesday to Wednesday/Thursday) with prior approval of their supervisor.

c. Situational Telework. Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular telework schedule.

1. This may also be referred to as episodic, intermittent, unscheduled or ad-hoc telework.

2. An employee on an approved Situational Telework Agreement may request a specific telework day(s) that satisfies the irregular and/or project-oriented needs of a work assignment. The Agency will respond to such requests in a timely manner.

3. Requests to telework specific days under this option shall be approved or denied as soon as possible.

d. Unscheduled Telework. Unscheduled telework allows a telework-ready employee to perform telework on a day they would normally report to the office when there is an emergency announcement for weather or other unanticipated events. Once announced, employees will notify their manager of their intention to perform unscheduled telework and must be prepared to telework for the entire workday, or take unscheduled leave, or a combination of both, for the entire workday.

Section 6. Telework Location Options. Employees may participate in one or a combination of the following telework location options based upon their manager's approval and as a condition of the Telework Agreement.

a. Work at a location in a space set aside as an office or workplace (e.g. residence) which provides appropriate environment, connectivity and security.

b. Work at a teleworking center (often called a Telecenter) operated by the federal, state or local government, by private industry, or by a combination of organizations working together. Telecenters typically house employees from a variety of public and private sector employers and provide worksites that reduce commuting time.

c. Work at another FAA facility or office that may be closer to the employee's home and where there is available space to accommodate additional Agency employees.

d. Work in a mobile office situation where the nature of the employee's position requires that their primary duties be performed on the road or at a non-FAA third party's worksite.

Section 7. Telework Agreements. Each eligible employee who requests to telework must complete and sign the electronic FAA Telework Agreement.

a. The Telework Agreement documents the employee's and first-level manager's commitment to adhere to applicable guidelines and policies and must be in place before the employee begins teleworking.

b. A change in an employee's first-level manager requires a new or modified Telework Agreement; however, an employee's Telework Agreement will not be modified or terminated by the new manager without written notice to the employee stating the reason.

c. Upon receipt of the new first-level manager's intent to modify or terminate the existing Telework Agreement, the employee may request reconsideration of that decision by the second level manager in accordance with this Article. Until the second level manager decision is received, the employee's current Telework Agreement remains in effect.

d. Telework Agreements must be reviewed and renewed annually. The Agency may also review a Telework Agreement if a change in circumstances no longer meets the criteria in Section 8. A change to an employee's Alternative Worksite(s) requires a resubmission of a Telework Agreement for consideration using the criteria established in Section 8.

Section 8. Telework Request Review Criteria. When an employee makes a request to telework, the Agency will apply the following criteria to grant or deny the specific Telework Agreement request in a fair, objective, and equitable manner and based on sound business practices, not arbitrary limitations:

a. The reasonableness of the request, to include consideration of work activities that are portable and are not dependent on the employee working at the traditional worksite, and consideration of the employee's ability to effectively engage in-person and virtually as appropriate;

b. The workability of the request, to include the availability of adequate technology for off-site work, and the appropriateness of virtual management oversight; or

c. The request would not have an adverse impact on any Agency operation or the mission of the FAA, to include considerations of an increase in cost representing more than a reasonable administrative cost, or cost savings.

Section 9.

a. Employees may be restricted from participating in a Telework Agreement if officially disciplined for absence and leave misconduct within the past 12 months or violations of Subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch. A restriction based on these reasons may be reconsidered a year after the official discipline.

b. Employees may be restricted from participating in a Telework Agreement if there are documented deficiencies that reflect the employee's performance is unsuitable for telework. The restriction based on these reasons may be reconsidered after the resolution of the officially documented deficiency.

Section 10. An employee that is not approved for one type of telework may be considered for other types of telework.

Section 11. Employees who arc operationally required to be present on certain days (i.e. on-site work or handling classified information) may request consideration for a telework arrangement that would allow for teleworking on days without operational requirements, subject to the criteria in Section 8.

Section 12. In the event an employee is unable to perform telework at their alternative worksite due to circumstances beyond their control (e.g. power failure or loss of internet connectivity), the employee's manager may grant excused absence on a case-by-case basis. If excused absence is not granted, the employee may use leave or other paid time off or make other arrangements to perform work at another site approved by the Agency.

Section 13. Submission, Denial, Termination, Modification of a Telework Agreement. This Section applies to requests to participate in the telework program via a Telework Agreement and modification or termination of an existing Telework Agreement.

a. Submission

1. The Telework Agreement is submitted to the employee's first-level manager for consideration.

2. The Agency will provide a written response to the employee within ten (10) calendar days of the submission. A response to a routine Telework Agreement request that would result in an in-office/in-person presence of one day or less per pay period will be provided as soon as reasonably possible but not more than twenty-one (21) calendar days of submission.

3. Approved Telework Agreements shall not normally become effective earlier than the next full pay period after notice to the employee.

b. Denial, Modification, or Termination of Telework Agreement

1. Denial of an employee's request for a Telework Agreement, modification or termination of an existing Telework Agreement must be based on the criteria established in Section 8. To the maximum extent practicable, modifications or terminations shall not become effective earlier than the next full pay period after notice to the employee.

Rationale for a denial, modification, or termination of a Telework Agreement shall be provided in writing and will include information about the criteria considered under Section 8, as well as information about when the employee might reapply and, if applicable, what actions the employee should take to improve their chance of approval.

2. A decision to deny an employee's request to telework on a particular day under a Situational/Ad Hoc Telework Agreement will be provided with as much advance notice as possible from the employee's request.

c. Request for Reconsideration.

1. An employee may, in writing request reconsideration of the first-level manager's decision from the second-level manager.

2. The second-level manager shall respond to the employee's request for reconsideration in writing normally within seven (7) but not later than ten (10) calendar days of receipt of the request.

3. Such response shall be in writing and include the reasons for the decision.

4. If the reconsideration is approved, a Telework Agreement must be signed and put into place prior to teleworking. The employee's telework eligible status will be effective at the beginning of the next pay period following the date of the second-level decision.

5. If the reconsideration is denied, the employee may either utilize problem solving and/or grieve the denial in accordance with this Agreement.

6. When an employee's telework arrangement is terminated because of a first incident of disciplinary action for absence and leave misconduct, the employee may reapply to telework one (1) year from the date of disciplinary action.

Section 14. Teleworkers will be treated fairly and equitably in the application of Agency policy and as compared to non-teleworkers will be treated equitably with respect to:

a. formal feedback discussions (e.g., Mid-Cycle Progress Review, End-of-Year Performance Summary);

b. training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees; and

c. the quantity, quality, and timeliness of work assignments.

An employee teleworking will be treated the same as other non-teleworking employees with regards to excused absence except for when related to delayed openings, early releases, or office closures because of inclement weather. In these situations, employees already in a telework status will not receive excused absence.

Section 15. Emergencies, Unusual Situations, and Telework.

a. An employee who is designated as an Emergency Employee in the FAA's Continuity of Operations Plan (COOP) is required to telework in accordance with the Agency policy and the COOP.

b. In the event of an Agency-directed emergency response (e.g., national health emergency), all employees, even those without Telework Agreements, may be directed to telework. In

that circumstance, the Agency will issue specific instructions on what steps will need to be taken by the employee to begin telework (i.e., equipment usage, software, etc.).

c. An employee with an approved Telework Agreement who is telework ready is required to telework for an event, incident, or circumstance that interrupts or compromises operations at, or travel to or from, the agency or appropriate alternative worksite. This may include a range of situations including, but not limited to civil disruptions, inclement weather, and associated travel conditions, national security situations, natural disaster, public health emergencies, power outages, unusual traffic situations, water main breaks, or other incidents where access to the Agency or appropriate alternative worksite is not suitable. Certain situations may result in an official announcement of an operating status. This does not impact an employee's ability to take leave or be granted excused absence in accordance with this Agreement.

Section 16. Split Workdays.

a. With management's approval, an employee may split their workday between teleworking and working in their Assigned Worksite. Under these circumstances, the employee's travel between their designated telework location and their Assigned Worksite will be during non-work hours.

b. Agency-required travel between an Alternative Worksite and a mobile work location or between Alternative Worksites will be on duty time, in accordance with the FAATP and this Agreement. Any travel reimbursement will be in accordance with policy, law and this Agreement.

Section 17.

a. Managers may notify an employee on their scheduled telework day that they require the employee to return to the Assigned Worksite on the same day, based on essential operational requirements. In rare circumstances, as determined by the manager and/or organization, an employee can be required to travel to their Assigned Worksite during the employee's established official duty time on a telework day. In that case, the time required to travel from the telework location to their Assigned Worksite counts as duty time.

b. Teleworking employees will not receive reimbursement for travel expenses for commuting to the Assigned Worksite. Teleworking employees are not required to live within a certain proximity to the Assigned Worksite, however the employee must be able to report to the Assigned Worksite in a timely manner as required and directed by management.

Section 18. Nothing in this Article should be construed to prevent the Agency from approving an employee's request for temporary changes to the specific telework days or telework locations.

Section 19. Changes to the form and/or information an employee is required to submit when requesting a Telework Agreement, or the method by which the request is submitted, shall not be changed until the Agency has complied with the terms of Article 70, as appropriate. Within thirty

(30) days of the effective date of this Agreement the Parties will bargain in accordance with Article 70 over the current Telework Agreement form.

ARTICLE 38 – Holidays

Section 1. Holiday absences will be administered in accordance with HRPM LWS-8.9, applicable directives and this Agreement.

Section 2. The following are legal holidays:

- New Year's Day - January 1
- Martin Luther King, Jr.'s, Birthday - third Monday in January
- President's Day - third Monday in February
- Memorial Day - last Monday in May
- Juneteenth – June 19
- Independence Day - July 4
- Labor Day - first Monday in September
- Columbus Day - second Monday in October
- Veterans' Day - November 11
- Thanksgiving Day - fourth Thursday in November
- Christmas Day - December 25
- Additional days may be designated as a holiday by federal statute or executive order.

Section 3. When the actual holiday falls on an employee's regular day off (RDO), the employee is entitled to an alternate or "in lieu of" day as a replacement for the holiday.

a. When a holiday falls on the employee's first RDO, the next scheduled workday that is not a holiday is the employee's "in lieu of" holiday.

b. When a holiday falls on the second or subsequent RDO in the workweek, the employee's "in lieu of" holiday is the first scheduled workday preceding the holiday.

For the purposes of this Article, the administrative workweek is defined as the 7-calendar day

period, beginning at 0000 hour on Sunday and ending at 2400 on the following Saturday. For example, an employee who works a Monday through Friday schedule, the first RDO in the administrative workweek is Sunday and the second RDO is Saturday.

The following charts are examples for the 2-day and 3-day RDO patterns. The Parties recognize that other schedules may exist that are not represented in the below charts. Principles a and b above apply to all scenarios.

Scheduled 5-Day Workweek

Scheduled Days Off	**Day Actual Holiday Falls On**	**Day Observed In Lieu**
Saturday - Sunday	Saturday Sunday	Preceding Friday Following Monday
Sunday – Monday	Sunday Monday	Following Tuesday Preceding Saturday
Monday - Tuesday	Monday Tuesday	Following Wednesday Preceding Sunday
Tuesday – Wednesday	Tuesday Wednesday	Following Thursday Preceding Monday
Wednesday - Thursday	Wednesday Thursday	Following Friday Preceding Tuesday
Thursday - Friday	Thursday Friday	Following Saturday Preceding Wednesday
Friday - Saturday	Friday Saturday	Following Sunday Preceding Thursday

Scheduled 4-Day Workweek

Scheduled Days Off	**Day Actual Holiday Falls On**	**Day Observed In Lieu**
Sunday Monday Tuesday	Sunday Monday Tuesday	Following Wednesday Preceding Saturday Preceding Saturday
Monday Tuesday Wednesday	Monday Tuesday Wednesday	Following Thursday Preceding Sunday Preceding Sunday
Tuesday Wednesday Thursday	Tuesday Wednesday Thursday	Following Friday Preceding Monday Preceding Monday
Wednesday Thursday Friday	Wednesday Thursday Friday	Following Saturday Preceding Tuesday Preceding Tuesday
Thursday	Thursday	Following Sunday

Friday Saturday	Friday Saturday	Preceding Wednesday Preceding Wednesday
Sunday Friday Saturday	Sunday Friday Saturday	Following Monday Preceding Thursday Preceding Thursday
Sunday Monday Saturday	Sunday Monday Saturday	Following Tuesday Preceding Friday Preceding Friday

Section 4. To the extent that staffing and workload permit, employees scheduled to work on actual established legal holidays or days observed in lieu of such holidays shall be given such day off if they so request.

Section 5. Historically, work requirements are significantly reduced during the Christmas, New Year's, and Thanksgiving holiday periods. As many employees as feasible shall be excused from duty on these holidays or their day in lieu of; and only as many employees as necessary to meet staffing and workload requirements will be required to work. When determining staffing on these holidays or days in lieu of holidays, the Agency will first excuse employees from duty based on the record of pending leave under Article 40, Section 8. If it is necessary for the Agency to involuntarily excuse employees from duty, the Agency will do so in inverse SCD seniority order from among qualified employees. The Agency shall post a list of employee assignments thirty (30) days in advance. Once posted, the assignments shall not normally be changed without consent of the employee(s) involved. If the Agency fails to post the list of employee assignments with at least thirty (30) days' notice, no employees will be involuntarily excused.

Section 6. Employees assigned to the basic watch/aircrew schedule whose schedule calls for them to work on holidays or in lieu of days not covered in Section 5 will not normally be excused from duty on a holiday or a day in lieu of a holiday without the employee's consent. An employee excused from duty under this Section will be provided with an explanation upon request.

Section 7. If the actual holiday falls in the middle of the employee's workweek, the Agency, at an employee's request, will change the employee's regular days off to provide three (3) or four (4) days off in succession unless staffing and workload do not permit or such change would result in increased costs for premium pay.

Section 8. The Agency reserves the right to excuse employees working a conventional workweek from all holidays, voluntarily or involuntarily, staffing and workload permitting.

ARTICLE 39 – Shift Adjustment for Education

Section 1. An individual's request for shift or watch schedule adjustments for the purpose of continuing off-duty education or professional training shall be handled on an individual basis and will not be arbitrarily denied. However, the Agency agrees that in no instance shall shift or watch schedule adjustments for this purpose require scheduled overtime expenditures or interfere with the watch schedule rotation of any other employee at that location, without the consent of the

employee so affected. No employee may receive preference at the expense of another unless both employees agree to the arrangement.

Section 2. Employees engaged in off-duty education or professional training shall be entitled to all benefits in accordance with the FAA Personnel Management System and directives provided the Agency has agreed in advance to pay for such non-governmental training.

ARTICLE 40 – Annual Leave

Section 1. Annual leave shall be administered in accordance with HRPM LWS-8.3, associated directives, and this Agreement.

Section 2. Annual leave may initially be requested and approved/disapproved either in person, electronically or by telephone. Subsequent to requesting annual leave in any way other than through the Agency's automated timekeeping system (including, but not limited to, in person, via text or email, or by telephone), employees will submit their request via the Agency's automated timekeeping system. Employees shall not submit leave requests in excess of the annual leave they have accumulated, plus what they will accrue that leave year, plus any restored balance.

Section 3. Full time employees are entitled to annual leave with pay that accrues as follows:

a. Four (4) hours for each full biweekly pay period for an employee with less than three (3) years of service;

b. Six (6) hours for each biweekly pay period, except that the accrual for the last biweekly pay period in the year is ten (10) hours, for an employee with three (3) years, but less than fifteen (15) years of service;

c. Eight (8) hours for each biweekly pay period for an employee with fifteen (15) or more years of service;

d. Employees separating but not retiring from the military service under honorable conditions, receive full credit towards their service computation date for any active duty uniformed service (including active duty for training). Employees retiring from military service receive credit in accordance with LWS 8.3.

e. In determining years of service, an employee is entitled to credit for all service of a type that would be creditable under 5 USC § 8332, regardless of whether or not the employee is covered by Subchapter III of Chapter 83.

Section 4. Employees may be advanced the annual leave that will be earned by the employee within the leave year and may request the use of this leave at any time during that leave year.

Section 5. Accrued annual leave may be carried over to the next leave year in accordance with the HRPM LWS-8.3 and applicable directives.

Section 6. It is the responsibility of the employee and the Agency to plan leave in a manner so as to avoid loss of leave at the end of the leave year.

Section 7. Annual Leave Planning Process. The Parties agree that the scheduling of leave by an employee as far in advance as possible is consistent with FAA directives and contributes to an efficient and effective government. The following process will be used to facilitate the scheduling of an employee's annual leave:

a. Annually, subsequent to the development of the watch/work/aircrew schedule, the Agency will develop an Annual Leave Planning Schedule (ALP Schedule), which will identify annual leave opportunities throughout the upcoming leave year, based upon the Agency's determination of its staffing and workload needs, which will include training assignments. The Union will be provided an advance copy of the ALP Schedule and a general explanation of the Agency's rationale in determining leave opportunities, including any dates the Agency has determined there are no leave opportunities with the reason(s) for that decision. The Parties will engage in a collaborative discussion to discuss any concerns prior to finalizing the ALP Schedule.

b. Seniority under this process will be by Service Computation Date (SCD), unless otherwise agreed to at the appropriate organizational level.

c. There will be three (3) rounds of bidding on the ALP Schedule, unless otherwise agreed to by the Parties at the appropriate organizational level. Bargaining unit employees (BUEs) may bid up to twenty-one (21) consecutive calendar days in any one (1) of the three (3) rounds, and up to fourteen (14) consecutive calendar days in any two (2) of the three (3) rounds. As bidding progresses, there is no guarantee that there will be up to twenty-one (21) or fourteen (14) consecutive leave opportunities remaining. Leave bids must be based upon the remaining leave opportunities on the ALP Schedule. Employees are restricted to selecting only those day(s) on which a leave opportunity has been identified.

d. Round One: Upon the finalization of the ALP Schedule, each BUE will, upon notification, be provided a reasonable period of time to select one (1) period of annual leave of up to twenty-one (21) or up to fourteen (14) consecutive calendar days, in seniority order. Employees are restricted to selecting only those day(s) on which a leave opportunity has been identified. The Agency shall approve the annual leave based upon the existing available leave opportunity and will not subsequently cancel such request to the maximum extent practicable.

e. Round Two: At the completion of the process in subsection d above, each BUE, in seniority order, will be provided an additional opportunity to select a period of up to fourteen (14) consecutive calendar days, or for those who haven't done so previously, up to twenty-one (21) consecutive calendar days, based upon the remaining leave opportunities on the ALP Schedule. Employees are restricted to selecting only those day(s) on which a leave opportunity has been identified. The Agency shall approve the annual leave based upon the remaining available leave opportunities. Staffing and workload

permitting, the Agency will not cancel annual leave approved under the provisions of this subsection.

f. Round Three: The annual leave selection process in subsection e will be repeated once, unless otherwise agreed to by the Parties at the appropriate organizational level.

g. At the completion of the selection process, the Agency will post a final copy of the ALP Schedule, which will reflect the approved annual leave as selected by the employees. The Union will be provided a copy of the final ALP Schedule before it is posted.

h. The annual leave planning process shall be completed at least one (1) full pay period prior to the beginning of the leave year.

Section 8. Spot Leave. While it is desirable to schedule planned leave under Section 7 of this Article, requests for annual leave other than that requested and approved under Section 7 shall, to the extent practicable, be submitted at least ten (10) days in advance. If requested, the employee shall be given a decision within five (5) working days of the request. Employees submitting leave requests with less than ten (10) days in advance will be given a decision on the request as soon as possible. Requests for leave under this Section are approved, current staffing and workload permitting. Consideration of annual leave under this Section shall be on a first requested basis with the following exceptions:

a. In the event multiple requests are received on the same day and for the same period and no request has yet been approved, then approval will be based on seniority.

b. In the event multiple requests received on the same day and for the same period are disapproved, seniority will be used to prioritize the requests.

At the employee's request, annual leave requests under this Section that cannot be approved at the time of submission will remain pending in the Agency's automated timekeeping system, so that the Agency may consider approving the request at a later time, based upon changes to the staffing and workload needs of the day(s) requested. A record of a BUE's pending leave will be maintained and reasonably accessible to that BUE in the Agency's automated timekeeping system.

Section 9. Requests to cancel annual leave with twenty-four (24) hours' notice to the Agency shall be granted. Unless staffing and workload do not permit, requests to cancel annual leave with less than twenty-four (24) hours' notice to the Agency shall be granted.

An employee who cancels annual leave and returns to duty shall be assigned to work the shift which they would have worked, if the annual leave had not been scheduled, unless staffing and workload dictate or allow assignment to a different shift.

Section 10. Approved annual leave for a period of one day or more shall be posted on the ALP Schedule when practicable.

Section 11. Employees on annual leave who become sick shall have the right to convert the annual

leave to sick leave.

Section 12. The Agency will notify the Union, at the national level, when the Agency makes the decision to place any facility in a leave exigency status. Upon written request of the Union, the Agency shall provide, in writing, within fourteen (14) days, the justification the Agency used in determining the need for the facility to be placed in a leave exigency status.

In the event a leave exigency exists, the Parties at the appropriate organizational level shall negotiate the amount of annual leave each employee can use and the procedures to be used to distribute the leave equitably among BUEs.

Section 13. Restoration of use or lose leave will be in accordance with LWS 8.3, FAA directives, and this Agreement. In the event an employee is unable to schedule their annual leave in a manner consistent with the provisions of this Article, and as a result risks the forfeiture of leave, the Agency agrees to assist the employee in identifying alternative dates for the employee to use their use or lose annual leave before the end of the leave year. In the event sufficient dates cannot be granted, the Agency will consider if the circumstances in total warrant consideration of leave restoration. Under the provisions of this Section, prior approval of the leave is not required in order to be considered for restoration.

Section 14. Except as authorized in OPM regulations, no employee will be forced to take annual leave.

Section 15. Employees shall not be required to provide reasons for annual leave requests.

Section 16. Except as otherwise provided for in this Agreement, employees are covered by the annual leave and lump sum payment provisions contained in 5 USC Chapter 55, Chapter 63 and the associated regulation in 5 CFR.

ARTICLE 41 – Sick Leave

Section 1. Full time employees earn and are granted sick leave at a rate of four (4) hours per pay period. Part time employees earn and are granted sick leave at a pro-rated amount.

Section 2. Sick leave must be granted when an employee meets one of the following conditions:

- **a.** is incapacitated and cannot perform the essential duties of their position because of physical or mental illness, injury, pregnancy or childbirth;

- **b.** receives medical, dental or optical examination or treatment;

- **c.** would, per a health authority with jurisdiction or a health care provider, jeopardize the health of others due to exposure to a communicable disease.

Section 3. The number of hours of sick leave used shall not, in and of itself, constitute sufficient cause for sick leave counseling.

Section 4. Employees may use sick leave for general family medical care and bereavement purposes as follows in order to:

a. provide care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental or optical examination or treatment;

b. make arrangements necessitated by the death of a family member or attends the funeral of a family member.

Full-time employees may use up to one hundred four (104) hours of sick leave per year for these purposes. Part-time employees use a pro- rated amount.

Section 5. Full-time employees may use a total of four hundred eighty (480) hours of sick leave each leave year to care for a family member with a serious health condition. However, the total allowable amount of sick leave entitlement under Sections 4 and 5 may not exceed four hundred eighty (480) hours. Any sick leave taken under Article 43 to care for a family member is deducted from the four hundred eighty (480) hour entitlement under this section.

Section 6. Whenever an employee's request for sick leave is disapproved, they shall be given a written reason, if requested.

Section 7. Employees should request leave in advance for pre-arranged optical, medical or dental appointments. However, if the absence is unplanned, the Agency must be notified before or within the first hour of time the employee is scheduled to report for duty, unless in the judgment of the Agency, there are extenuating circumstances which prevent the employee from doing so. In cases of extended absences, and when an employee provides the Agency with a tentative return to work date, they shall only be required to notify the Agency on the first day of each occurrence of illness and shall not be required to call in on a daily basis, unless specifically required by the Agency.

Section 8. Except as otherwise provided in Section 9, an employee shall not be required to furnish a medical certificate to substantiate a request for sick leave of four (4) workdays or less. An employee shall be required to furnish a medical certificate for absences of more than four (4) workdays, except that this requirement may be waived by the Agency in individual cases. If a physician was not consulted, a signed statement from the employee giving the facts about the absence, the treatment used, and the reasons for not having a physician's statement may be submitted to the Agency as supporting evidence.

Section 9. In individual cases when employee counseling has not been effective and there remains sufficient cause to believe an employee may be abusing sick leave, the employee may be given advance written notice, indicating the reason(s) that they will be required for a period of time, not to exceed six (6) months, to furnish a medical certificate for each subsequent absence. When it has been determined by the Agency that the requirement is no longer necessary, the employee shall be notified and the previous notice(s) shall be removed from the records and all copies shall be returned to the employee.

Section 10. Except as otherwise provided in Section 9, an employee who, because of illness, is released from duty, shall not be required to furnish a medical certificate for the day released from duty.

Section 11. Employee's requests for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

Section 12. Except in cases of abuse, sick leave usage will not be a factor for promotion, discipline, or other personnel action. The Parties understand that the Agency may take appropriate action when an employee is medically unable to perform the duties of their position.

Section 13. Each employee shall be entitled to an advance of up to thirty (30) days' sick leave for serious disability or ailment except when:

a. it is known that they do not intend to return to duty;

b. when available information indicates that their return is only a remote possibility;

c. they have filed or the Agency has filed an application for disability retirement; or

d. they have signified their intention of resigning for disability.

Employees may be required to furnish a medical certificate in order to be advanced sick leave under this section. Pro-rated calculations for part-time employees shall be in accordance with LWS-8.1, Section 7.

Section 14. When an employee becomes seriously ill or injured at work, the Agency shall arrange for transportation to a physician, medical facility or other employee designated location. The Agency shall be responsible for notification of the occurrence and location of the employee to the employee's family or designated person if requested by the employee.

Section 15. When an employee is unable to do so because of serious injury or illness, the Agency shall make every reasonable effort to assist the employee's family in filing the appropriate documents for entitlements to the employee or the employee's family.

ARTICLE 42 – Sick Leave Conversion

Section 1. Absences originally charged to sick leave may be converted to annual leave prior to the employee's submission of their time tracking data in the Agency's automated time tracking system. In such cases, the employee may be required to submit a medical certificate to substantiate the reasons for the absence. If a physician was not consulted, a signed statement from the employee giving the facts about the absence, the treatment used, and the reasons for not having a physician's statement may be accepted as supporting evidence by the Agency.

Section 2. In the event an employee desires to liquidate advanced sick leave, they may substitute

annual leave if all of the following conditions are met:

a. an employee requests the substitution in writing; and

b. substitution of annual leave for advanced sick leave is not to avoid forfeiting annual leave at the end of the leave year; and

c. the substitution and charge of annual leave occurs before the end of the leave year, and there is sufficient time left in the leave year to use the annual leave if the substitution is not approved; and

d. the approving official certifies in writing that the annual leave to offset the advanced sick leave would have been granted before the end of the leave year if requested by the employee.

When a request for substitution of leave is approved, a memorandum of approval, the employee's request, and the manager's certification must be forwarded to the payroll office.

ARTICLE 43 – Family and Medical Leave

Section 1. Family and Medical leave shall be administered in accordance with applicable law, including the requirement to implement an agency Paid Parental Leave benefit consistent with the Federal Employee Paid Leave Act, applicable regulation, HRPM LWS-8.20 Family and Medical Leave Act (FMLA) and this Agreement.

Section 2. The Family and Medical Leave Act of 1993 (FMLA) provides an eligible employee the right to take up to twelve (12) workweeks of job-protected, unpaid leave (or accrued paid leave) in a 12-month period for the following:

- for the birth and care of a child;
- for the placement of a child for adoption or foster care with the employee;
- to care for the employee's spouse, child, or parent with a serious health condition; and
- because of a serious health condition that renders the employee unable to perform the essential functions of their job.

The 12-month period for using the 12-week FMLA requirement shall begin on the first day an employee takes FMLA qualifying leave. Additional leave beyond the initial twelve (12) weeks in any twelve (12) month period shall be subject to staffing and workload.

Paid Parental Leave (PPL) is available for employees qualifying under HRPM LWS-8.20 for birth or placement of a child with the employee.

Section 3. An employee who has taken leave under this Article shall have the right to return to the same position or an equal position with equivalent pay, benefits, and working conditions. The Agency will attempt to return the employee to their position of record.

Section 4. All bargaining unit employees, regardless of the number of federal employees in a geographic location, will be granted family and medical, qualifying exigency, and military caregiver leave entitlements in accordance with this Article, provided all other eligibility requirements are met.

Section 5. An employee requesting leave under this Article will provide their first-level manager with at least a thirty (30) day advance notice. If circumstances prohibit the employee from providing a thirty (30) day notice, the employee shall provide as much notice as is practicable. The employee is responsible for providing the necessary documentation to substantiate the FMLA request.

Section 6. Employees shall be eligible for qualifying exigency leave in accordance with the National Defense Authorization Act for FY 2010 (NDAA) (Public Law 111-84) and 29 CFR § 825.126. Qualifying exigency leave may be requested when the employee's spouse, child, or parent is called to "covered active duty" in support of a contingency operation.

Section 7. An employee who is the spouse, child, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, who incurred a serious injury or illness in the course of active duty shall be entitled to up to a total of twenty-six (26) work weeks of military caregiver leave (also known as Covered Servicemember Leave) during a single twelve (12) month period to care for the servicemember, in accordance with HRPM LWS 8.20.

If both spouses are employed by the Agency and are eligible for FMLA, there is a limitation of a combined total of twenty-six (26) workweeks for military caregiver leave (i.e., care for a covered servicemember with a serious injury or illness). The twenty-six (26) workweeks described in this Section are inclusive of the twelve (12) work weeks described in Section 2.

Section 8. An employee may elect to substitute paid leave for leave without pay (LWOP) taken under FMLA. Employees may substitute paid leave for LWOP taken under FMLA subject to the following conditions:

1. An employee shall choose the type of paid leave to substitute for FMLA LWOP and the order of any such paid leave substitution.

2. An employee may elect, but shall not be required, to substitute previously scheduled annual leave.

3. An employee may elect, but shall not be required, to substitute sick leave to care for a family member in the event that the Agency requires the substitution of paid leave for FMLA LWOP to care for a family member.

4. An employee may elect, but shall not be required, to deplete their accrued sick leave

balance below 80 hours when the Agency requires the substitution of paid leave for FMLA LWOP.

5. Where an employee has insufficient paid leave to cover the entire period for which they wish to use FMLA leave, the employee may take a combination of paid leave and LWOP during each week of the absence.

Section 9. An employee must obtain agreement from the Agency for leave taken under this Article on an intermittent leave or a reduced work schedule. Intermittent leave is defined as leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time to accommodate recurring periods of absence. Reduced work schedule is defined as a work schedule under which the usual number of hours of regularly scheduled work per workday or weekly tour of duty is reduced for a limited period of time. To better accommodate intermittent leave or a reduced work schedule, the Agency may temporarily transfer an employee to another position that has equivalent pay and benefits and is within the same local commuting area.

Section 10. In accordance with Agency policy, an employee may take up to twelve (12) workweeks of unpaid or accrued paid leave during the 12-month period to take care of other covered family member(s) with a serious health condition in addition to those covered by the FMLA statute and regulations. Leave may be taken up to twelve (12) workweeks, less any time taken under the FMLA. This leave does not detract from an employee's right to FMLA leave under Title I.

Covered family members under this Section include the spouse's parents; children of any age, including adopted children and their spouses; siblings, and their spouses; and any individual whose close association with the employee is the equivalent of a family relationship.

Section 11. When both spouses are employed by the Agency, each may individually take 12 weeks of FMLA leave for the birth or care of a child or placement of an employee's child for adoption or foster care or to care for a parent with a serious health condition.

Section 12. Subject to staffing and workload, employees shall be entitled to prenatal/infant care leave for up to nine (9) months, in addition to the leave entitlements under FMLA. Employees on prenatal/infant care leave under this Section are subject to recall to duty with thirty (30) days' notice when unforeseen staffing and workload necessitate a return to duty. The employee may choose how and in what order such absence will be recorded: sick leave, annual leave, and/or LWOP, to the extent that annual and/or sick leave is available. Advance sick leave may not exceed thirty (30) days. The approval of leave in this Section is dependent upon the employee's intent to return to duty.

During the period of leave under this Section, retirement, time-in-grade coverage, health benefits and life insurance benefits will be continued to the extent permitted by applicable law and regulation.

The provisions of this Section shall apply to each instance of childbirth or infant adoption.

Section 13. An employee returning to duty from a period of FMLA-qualifying leave because of their own serious health condition may be required to submit a certification that they are able to return to duty and is capable of performing their essential job functions. However, no additional medical requirements or physical standards will be imposed on bargaining unit positions as a result of being granted leave under this Article.

Section 14. Complaints that arise as a result of the Agency's expanded leave policies regarding care for family members not covered under FMLA, may only be addressed through the negotiated grievance procedure. There is no recourse through Department of Labor (DOL) or the courts for disputes regarding benefits not covered under FMLA.

ARTICLE 44 – Leave for Special Circumstances and Excused Absences

Section 1. Excused absences shall be administered in accordance with HRPM LWS-8.8 and this Agreement. When the approval of excused absence is discretionary, the approving official should consider equity, consistency, workload, and the cost to the Agency. For the purposes of this Agreement, excused absence is defined as an employee's absence from duty and duty station without loss of, charge to, or reduction of an employee's leave, pay or benefits.

Section 2. The types of absences included in this Article are those which have been provided by law, government wide regulation, directives, White House memoranda, and other situations recognized by the Comptroller General as being appropriate for excused absence for brief periods of time. Absences related to special military operations or activity shall be handled in accordance with Article 52 of this Agreement.

Section 3. In the event the Agency determines that a condition exists at a facility/office that impacts employee safety or security and requires the release of employees from duty, those employees released will be on excused absence.

Section 4. Blood Related Donations. Employees who volunteer to donate blood or blood components, such as platelets, to blood donor centers or local hospitals may be excused from duty for a period of not more than four (4) hours. If proof of attendance is required, employees will be notified in advance.

Section 5. Voting and Elections.

a. Upon request of an employee, the Agency shall grant up to four (4) hours of excused absence for voting in connection with each Federal general election day. The excused absence may be used for voting on the Federal general election day or for early voting (i.e., voting prior to the Federal general election day, as authorized by their jurisdiction).

b. Upon request of an employee, the Agency shall grant up to four (4) hours of excused absence for voting in connection with each election event (including primaries and caucuses) at the Federal, State, local (i.e., county and municipal), Tribal and territorial level that does not coincide with Federal general election day. If an election simultaneously

involves more than one level, it is considered to be a single election event. The excused absence may be used for voting on the established election day or for early voting, whichever option is used by the employee with respect to an election event.

c. Upon request of an employee, the Agency shall grant up to four (4) hours of excused absence for voting in Federal special congressional elections not held on the date of a Federal general election. This excused absence may be granted for voting on the established date of a special election or for authorized early voting in connection with that election.

d. Upon request of an employee, the Agency shall grant up to four (4) hours of excused absence for registering to vote.

e. If an employee needs to spend less than four (4) hours to vote, only the needed amount of absence should be granted.

f. Upon request of an employee, the Agency shall grant up to four (4) hours of excused absence per leave year to serve as a non-partisan poll worker or to participate in non-partisan observer activities at the Federal, State, local (i.e., county and municipal), Tribal, and territorial level including training periods. A "leave year" begins on the first day of the first full pay period in a calendar year and ends on the last day of the pay period immediately before the first day of the first full pay period in the following calendar year. This leave is in addition to any other excused absence an employee uses to vote. If those duties require an employee to be absent for a longer period of time, the employee must use annual leave, credit hours, earned compensatory time off, or LWOP.

g. The leave requests mentioned in this section shall be granted subject to staffing and workload.

h. The Agency will strive to accommodate employee leave requests by making necessary operational adjustments.

i. For the purposes of this Section, excused absence may not be used during a non-workday or during overtime work hours outside the tour of duty established for leave charging purposes.

j. Excused absence may be used for any travel time to and from the employee's voting poll location.

k. An employee may use excused absence for voting in connection with each covered election event in which the employee participates by voting. However, an employee is limited to four (4) hours of excused absence for voting per election event.

Section 6. Occasional Absence or Tardiness. An appropriate management official may grant excused absence for a brief period of time for an occasional absence from duty or tardiness.

Section 7. Bereavement. In the event of a death in an employee's family, at the discretion of the

employee, up to ten (10) days of annual leave or leave without pay (LWOP) shall be granted. For the purposes of this Section, "family" is defined as the employee's parent, child, sibling, grandparent, grandchild, uncle, aunt, cousin, nephew, niece, spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-parent/sibling/child, half-sibling, life or domestic partner, relatives permanently residing in the employee's household or with whom the employee permanently resides, and any individual related by blood or affinity whose close association with the deceased was such as to have been equivalent to that of a family relationship.

Section 8. An employee must be granted funeral leave as needed and requested not to exceed three (3) workdays to make arrangements for, or to attend the funeral or memorial service of a family member who died as a result of a wound, disease, or injury incurred while serving as a member of the armed forces in a combat zone. All permanent full-time or part-time, temporary for a year or more and indefinite employees are eligible for funeral leave.

For the purpose of this Section, family member is defined as: spouse, and parents thereof, children, including adopted children, and spouses thereof, parents, siblings, and spouses thereof, and any individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

Funeral leave is granted without loss of or reduction in pay, leave to which they are otherwise entitled, credit for time or service, or performance rating. Funeral leave is granted only from a regularly scheduled tour of duty, including regularly scheduled overtime.

Section 9. IFATSEA/ICAO. The Parties recognize that the United States is a global aviation leader in terms of innovation, complexity, efficiency and safety. Through partnerships, associations, and collaborative efforts, the Parties are working with the rest of the world towards the goal of achieving the highest standards of safety and efficiency globally.

Once annually the Union may provide the Agency the name of one (1) employee who is designated as a member of standing committees of the IFATSEA. The designated IFATSEA participant shall be granted up to one hundred and twenty (120) hours of excused absence annually, provided the Union at the national level gives at least forty-five (45) days advance notice of the scheduled meeting(s).

Additionally, the Union at the national level may provide to the Agency the name of the individual who is designated as the IFATSEA representative to the International Civil Aviation Organization (ICAO). Upon request, this person shall be granted up to sixteen (16) weeks of excused absence annually. Requests for excused absences shall be made at least twenty-eight (28) days in advance. This representative will provide periodic updates to a designated Agency point of contact, if requested.

The employee performing the functions under this Section who is otherwise entitled to premium pay or differentials, will not receive such premiums or differentials while acting as a representative under this Section. Therefore, prior to approving excused absence under this Section, the Agency may adjust the schedule of the employee to reflect an administrative workweek, to the extent

practicable.

Section 10. Change in Post of Duty. Up to sixty-four (64) hours of excused absence, as requested by the employee, shall be granted for arrangements incident to a change in the employee's official post of duty, regardless of whether or not the residence is being relocated. Excused absence may be granted up to two (2) years from the effective date of the permanent change of official post of duty. Employees may be required to provide justification for the use of this time. The Agency will make a reasonable effort to accommodate the employee's requested time period but may offer alternate time periods based on staffing and workload. This Section is not inclusive of any time provided for "house hunting."

Section 11. The Agency shall provide employees with seven (7) days excused absence in a calendar year to serve as a bone marrow donor and thirty (30) days excused absence in a calendar year to serve as an organ donor.

Section 12. Critical Incidents. Excused absences for employees involved in or witnessing a critical incident are covered by Article 64.

Section 13. Disabled Veteran Leave will be administered in accordance with FAA HRPM LWS-8.19.

Section 14. In accordance with Agency directives, excused absence may be made available for other circumstances.

Section 15. Except as set forth in HRPM LWS-8.8 and Article 34 Fatigue, employees may request to combine hours of excused absence with any other type of leave, paid or unpaid, or other time off.

a. The approval of such requests are subject to the terms of the type of leave requested, as set out in this Agreement and applicable Agency policy.

b. If the employee requests to combine excused absence with leave or other time off, the employee will not need to report to work immediately after the excused absence, if that is part of their request and approved by the appropriate management official.

ARTICLE 45 – Jury Duty and Court Leave

Section 1. Performance of jury duty is considered a basic civic responsibility of all employees of the Agency. Although temporary loss of the employee's service may impair operating capabilities, the employee's civic duty is of overriding importance.

Section 2. Employees assigned to night duty shall be granted court leave on the days on which court duty is to be performed when attendance in court would cause them to lose time needed for rest.

Section 3. If an employee's regularly scheduled tour of duty for the period covered by court leave

includes any overtime or holiday, Sunday, or night shift work, the employee is entitled, except to the extent prohibited by applicable law, to all other such pay as if this time were worked and the employee had not been on court leave for the judicial proceedings. Generally, fees received for jury duty or witness service on a non-workday, a holiday, or while in a leave without pay status may be retained by the employee. Any mileage and subsistence allowance received may be retained by the employee. An employee who is on court leave, and released early, may be granted administrative leave for the remainder of the day.

Section 4. At the request of an employee who has been granted court leave, their regular days off shall be changed to coincide with their jury service days off. This change of the employee's regular days off shall not entitle the employee to receive pay in excess of that authorized for their rescheduled tour of duty.

Section 5. When an employee is summoned as a witness in a judicial proceeding to testify in a non-official capacity on behalf of any party where the United States, the District of Columbia, or any state, or local government is a party, in the District of Columbia, a state, territory, or possession of the United States, including the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the Republic of Panama, the employee is entitled to court leave during the absence.

Section 6. When an employee is summoned or assigned by the Agency to testify in an official capacity on behalf of the United States Government or the Government of the District of Columbia, they are in an official duty status as distinguished from a leave status and is entitled to their regular pay.

Section 7. An employee, not in an official capacity, who is subpoenaed or otherwise ordered by the court to appear as a witness on behalf of a private party when a party is not the United States, the District of Columbia, or state or local government, shall be granted accrued or earned leave or leave without pay for the absence as a witness.

Section 8. An employee receiving court leave or an absence in an official duty status must show the order or subpoena signed by the clerk of courts or other appropriate official which required their attendance in court.

ARTICLE 46 – Leave Transfer

Section 1. The Voluntary Leave Transfer Program (VLTP) shall be administered in accordance with HRPM LWS 8.12 and this Agreement.

Section 2. The Parties agree with the Voluntary Leave Transfer Program (VLTP), which provides for the voluntary transfer of unused accrued annual and sick leave from a leave donor for use by an approved leave recipient. Upon notification, the Agency agrees to make reasonable efforts to assist an employee who is incapacitated to obtain access to the VLTP. This may include providing required forms to the representative of the affected employee.

Section 3. A leave recipient under the VLTP may use leave transferred to the leave recipient's accounts only for the purpose of a medical emergency for which the leave recipient was approved.

Section 4. The Emergency Leave Transfer Program (ELTP) will be administered in accordance with HRPM LWS-8.12b Emergency Leave Transfer Program (ELTP). An employee who has a family member who was adversely affected may also apply to become an ELTP recipient. FAA employees activated for military duty are not eligible to receive donated sick leave.

Section 5. Voluntary Leave Bank.

a. All BUEs will have access to the Voluntary Leave Bank (VLB) Program in accordance with HRPM LWS-8.12d.

b. The Union will have the opportunity to appoint a member to the Leave Bank Board for determinations involving PASS BUEs in accordance with HRPM LWS-8.12d.

c. All determinations as to eligibility for leave under this program will be done in accordance with established standards and policy.

d. The Agency agrees to make reasonable efforts to assist an employee who is incapacitated to obtain access to the Leave Bank program. This may include providing required forms to the representative of the affected employee.

ARTICLE 47 – Overtime

Section 1. Bargaining unit employees shall receive adjusted base pay plus one half of their regular rate for all work outside their normal duty hours. Overtime pay is paid in addition to any other premium pay and/or differentials, regardless of when the overtime was assigned to the employee. The increment of payment shall be one (1) minute. All time worked, including hours and minutes, shall be recorded on a daily basis.

Section 2. The Agency shall maintain a current, accessible record of overtime usage and distribution that has been assigned or could have been assigned a minimum of forty-eight (48) hours in advance. These overtime assignments will be made available to qualified employees in a fair and equitable manner. This record will be available to employees at the local level. Declinations of this overtime will count as though the opportunity was accepted. The Agency shall provide the Union a current copy of the record upon request.

Section 3. Employees shall not be considered eligible for an overtime assignment when, in the judgment of the Agency, their health or efficiency may be impaired. The criteria for eligibility used by the Agency shall be objective, in writing and applied in an equitable manner. Upon request, the criteria will be provided to the Union.

Section 4. An employee scheduled to work overtime may secure a replacement and, provided the replacement is qualified and eligible, the employee will be relieved of the assignment. If the

employee is unable to secure a replacement acceptable to the Agency, the employee will work the overtime.

Section 5. Upon request of the employee, they shall be relieved of an overtime assignment when, in the judgment of the Agency:

a. the health or efficiency of the employee may be impaired; or

b. personal circumstances make it impossible for the employee to perform the overtime duty.

Section 6. Overtime scenarios.

a. An employee required to return to their place of employment or to travel directly to a temporary duty site for scheduled or unscheduled duty shall be provided the opportunity to work a minimum of two (2) hours overtime for each separate occurrence. This includes callback overtime assignments.

b. When an employee is assigned overtime work on their regularly scheduled day off to cover for the absence of a specific employee on a specific shift assignment or a traditional work schedule, the employee shall be provided the opportunity to work a minimum of eight (8) hours.

c. When an overtime assignment immediately precedes or follows an employee's regularly assigned shift, they will be provided the opportunity to work a minimum of one (1) hour.

d. **Remote Restoration** - An employee called during non-duty hours to remotely restore a facility using equipment assigned by FAA, shall be provided the opportunity to work a minimum of one (1) hour overtime.

e. **Technical Assistance** - At the direction of an appropriate management official, an employee called during non-duty hours to provide technical assistance shall be provided the opportunity to work a minimum of thirty (30) minutes overtime.

Any of the above activities occurring during the same period of time for which overtime compensation is already being paid shall not result in additional overtime compensation.

Section 7. Annual leave may be granted to any employee whether or not overtime work is being performed at the time.

Section 8. Employees shall be notified of overtime assignments as far in advance as practicable. Scheduled overtime shall not normally be canceled with less than seven (7) days advance notice.

Section 9. The Parties recognize that it is undesirable to use an employee to cover a portion of time at the beginning of an open watch, have the employee take some time off, then have the same employee return to cover more of the same open watch. This may only be done at the request of the employee and when the needs of the Agency can be met.

Section 10. The minimum number of hours of overtime being offered/assigned by an appropriate management official will be conveyed to BUEs prior to the assignment of work. The minimum amount of overtime offered/assigned is not intended to preclude the Agency from increasing the number of hours should the situation warrant.

Section 11. The remedy for employees determined to have been bypassed for overtime that has been assigned or could have been assigned a minimum of forty-eight (48) hours in advance shall be straight time pay for twenty-five percent (25%) of the number of overtime hours the employee would have worked had they not been bypassed.

Section 12. At the request of an FLSA exempt or nonexempt employee, the Agency will grant compensatory time off instead of payment for an equal amount of irregular or occasional overtime work. At the request of an FLSA exempt or nonexempt employee, the Agency will grant compensatory time off under a flexible work schedule instead of payment for an equal amount of overtime work, whether regularly scheduled or irregular or occasional in nature.

ARTICLE 48 – Compensatory Time

Section 1. FLSA nonexempt employees shall continue to be paid for unused compensatory time in accordance with all applicable FLSA laws, rules, regulations and this Agreement.

Section 2. FLSA exempt employees shall be paid for unused compensatory time in accordance with this Agreement and FAA directives.

Section 3. Compensatory time must be used within twenty-six (26) pay periods. After twenty-six (26) pay periods the compensatory time will expire, be removed from the employee's balance of compensatory time and treated as follows, depending on the employee's FLSA status.

a. Beginning May 14, 2007, non-exempt employees who fail to use compensatory time within twenty-six (26) pay periods of when earned shall be paid for the expired compensatory time.

b. FLSA exempt employees who fail to use compensatory time within twenty-six (26) pay periods of when earned shall forfeit the compensatory time unless the failure to take the compensatory time off is due to an exigency of the service beyond the employee's control. If an exigency exists, as defined in this Agreement, the employee shall be paid for the expired compensatory time at the rate which it was earned.

Section 4. Compensatory time earned prior to March 16, 2008, by exempt employees shall be grandfathered indefinitely. With respect to the grandfathered compensatory time, exempt employees shall be compensated for any balance that remains upon retirement, transfer to another agency or departure from federal service.

Section 5. Compensatory time used shall be subtracted from the compensatory time set to expire first.

Section 6. An employee, whether exempt or nonexempt, shall be paid for unused compensatory time under the following circumstances:

a. The employee is separated or placed in a leave without pay status to perform military service as defined in 38 USC § 4303 and applicable regulations.

b. The employee is separated or placed in a leave without pay status because of an on-the-job injury with entitlement to injury compensation under 5 USC Chapter 81.

Section 7. For purposes of administering compensatory time, a leave exigency is defined as:

a. when an employee has requested and been approved to use compensatory time but the manager later withdraws their approval and no other leave dates are available to the employee prior to the expiration of the twenty-six (26) pay periods; or

b. when an employee has requested at least twice to use any compensatory time due to expire within six (6) months but is denied approval and the manager is unable to offer the employee another date to use the compensatory time prior to its expiration.

Section 8. An exempt employee can accumulate a maximum of one hundred-sixty (160) hours of compensatory time for carryover into the next pay period. Overtime work that is officially ordered and approved in excess of the one hundred-sixty (160) hours maximum accumulation must be paid as overtime and cannot be approved as compensatory time.

Section 9. Employees designated as FLSA non-exempt shall be eligible to earn compensatory time in accordance with all applicable FLSA laws, rules, regulations, and this Agreement.

Section 10. A bargaining unit employee may use compensatory time in lieu of sick leave requested due to the incapacitation of the employee. Compensatory time may not be substituted for sick leave taken under family friendly leave policies.

ARTICLE 49 – Compensated Telephone Availability

Section 1. Compensated Telephone Availability (CTA) for response activities shall be administered in accordance with Agency Directives and this Agreement. The Parties recognize the importance of minimizing restrictions on employees' free time, consistent with staffing and workload, and adequately compensating employees for such restrictions.

Section 2. CTA is a type of compensation intended to ensure personnel are available to perform response activities in situations where it is not efficient to utilize callback or scheduled overtime. CTA requires an assigned employee to be available for immediate response for duty, and the assigned employee must be in a state of readiness as defined by DOT/FAA Directives and respond when called. An employee must remain within an area where the commute to their normal duty station is no more than twenty (20) minutes greater than their regular commute.

Section 3. When assigned CTA, and an employee is notified that they must report to their duty station or work location, they shall depart for the duty station or work location within a reasonable time.

Section 4. Employees assigned to CTA shall be compensated twenty percent (20%) of their hourly rate of Adjusted Base Pay and shall be paid for the entire duration of the assignment.

Section 5. Overtime compensation for employees who respond while in a CTA status shall be paid in accordance with Article 47, Overtime. CTA compensation ceases during the payment of overtime.

Section 6. The Agency will furnish the employee with the appropriate Government Furnished Equipment (GFE) for the purpose of responding while assigned CTA.

Section 7. The Agency shall determine the types of employees, hours of the day, and days of the week when CTA will be assigned. CTA requirements will be identified and communicated to employees as far in advance as possible. CTA assignments will be made in a fair and equitable manner among qualified volunteers. When there are insufficient volunteers, the Agency will assign CTA to qualified employees as determined by the Parties at the local level. If the Parties at the local level are unable to agree on a CTA assignment process when there are insufficient volunteers, the Agency shall make assignments in a fair and equitable manner among qualified employees. CTA will be assigned for a specific period of time, which may extend over a twenty-four (24) hour period. To the maximum extent practicable, the Agency will not involuntarily assign CTA on an employee's RDO.

When CTA is involuntarily assigned for a period that is not contiguous with the employee's regular work assignment, the employee shall be assigned for a period of not less than four (4) hours, unless the employee and Agency agree on a shorter period.

Section 8. The employee has no further obligation to respond to paging or communications devices received for CTA once the employee's CTA period has been completed. Outside of CTA, normal callback procedures will apply.

Section 9. Employees assigned CTA shall not be called in for the purpose of random drug/alcohol testing.

Section 10. Requested exchanges of CTA assignments between qualified bargaining unit employees will be approved by the Agency.

Section 11. When the Agency decides to implement CTA in a work unit following the effective date of this Agreement it will notify the appropriate Union Representative. The Parties will meet as soon as possible to discuss the reasons for implementing CTA for scheduled events or recurring needs, including the expected duration of the assignment. Records of CTA usage will be made available to the Union upon request.

In the event there is a significant increase in scope of the Agency's use of CTA during the term of

this Agreement it will notify and meet with the appropriate Union Representative.

Section 12. Annually, the Parties will meet at the national level to review CTA usage.

ARTICLE 50 – Hazardous Duty/Environmental Differential/Danger Pay

Section 1. It is in the interest of the Parties that employees work in a safe environment. In situations where appropriate hazards and environmental conditions exist, employees will be compensated in accordance with applicable directives.

Section 2.

a. Hazardous duty pay will be paid to FV employees in accordance with 5 CFR Part 550, Subpart I, applicable directives, the Parties' Compensation Plan, and this Agreement.

b. Environmental differential pay will be paid to FW and FL employees in accordance with 5 CFR Part 532, Subpart E, applicable directives, the Parties' Compensation Plan, and this Agreement.

c. Hazardous or environmental conditions may be mitigated in accordance with applicable regulatory standards for reducing or alleviating the hazard or environmental condition. When such standards are met, the Agency may not be obligated to pay hazardous duty pay or environmental differential pay.

Section 3. The Employer shall notify the Union, at the appropriate level, whenever a hazard assessment is to be conducted for the purpose of entitlements under Section 2. The Union shall be given the opportunity to comment and provide additional information that could be used in a hazard assessment. Any proposed changes to the entitlements in Section 2 or any proposed additional entitlements under this Article shall be negotiated by the Parties under Article 70 of this Agreement.

Section 4. Where appropriate, danger pay will be granted in accordance with FAA policy.

ARTICLE 51 – In Charge Premiums Employee In Charge (EIC) NAS Area Specialist (NAS) In Charge (NIC)

Section 1. Notwithstanding the provisions of Article 68, with respect to the Front Line Manager (FLM) and NAS Operations Manager (NOM) positions, the Agency shall have the option of granting a temporary promotion under the provisions of Article 68 or applying the provisions of this Article for assignments of less than fifteen (15) consecutive days regardless of the length of the absence of a FLM or NOM.

Section 2. Employee In Charge (EIC).

a. When a bargaining unit employee (BUE), who has not been temporarily promoted to a FLM position, is assigned to perform FLM duties, they shall be granted Employee In Charge (EIC) premium pay during the period of the assignment. This assignment is at the Agency's discretion and must be made by the Agency prior to the BUE assuming FLM duties. The assignment to the employee shall include the duration and expectations of the assignment. The employee will be notified of any changes to the assignment.

b. EIC premium pay shall be paid at the rate of ten percent (10%) of the employee's hourly rate of adjusted basic pay times the number of hours and portions of hours during which a BUE is assigned as the EIC. This premium pay is paid in addition to any other premium pay or differential.

c. The duties of EIC may include, but are not limited to:

1. approval of spot leave;

2. approval of excused absences;

3. approval of short term schedule swaps;

4. assignment of work including overtime;

5. small purchase approvals;

6. recording of any performance issues or discipline issues during the period of designation;

7. documentation and upward reporting to the appropriate Agency official of any personnel injuries or vehicle accidents.

d. EIC duties do not include:

1. evaluating and counseling employees on their performance;

2. recommending selections, promotions, awards, disciplinary actions, and separations; or

3. site coordinator for drug or alcohol testing.

e. When other BUEs are available, Union representatives shall not be involuntarily required to perform EIC duties.

Section 3. **NAS In Charge.**

a. When a NAS Area Specialist (NAS), who has not been temporarily promoted to a NOM, is assigned to perform NOM operational responsibilities, they shall be granted NAS In Charge (NIC) premium pay during the absence of a NOM. The NIC assignment must be made by the Agency prior to the NAS assuming NOM operational duties.

b. NIC premium pay shall be paid at the rate of eight percent (8%) of the employee's hourly rate of adjusted basic pay times the number of hours and portions of hours during which a NAS is assigned as the NIC. This premium pay is paid in addition to any other premium pay or differential.

Section 4. When making assignments under this Article, the Agency will take into consideration the individual skills of the employee, and the efficiency of the operation. Employees who will not be considered for these assignments will be advised by the Agency. Upon request, the employee shall be provided with the reasons and the areas in which the employee needs to improve in order to be considered for future assignments.

ARTICLE 52 – Special Military Operations Program, Military Leave and Reservist Differential

Section 1. Employees working at military installations shall be covered by this Agreement.

Section 2. The Union's national, regional and local officers as well as the employee's representative shall have access to facilities where bargaining unit employees (BUEs) are assigned, within the constraints of military security requirements. If the employee is not allowed, due to security, to meet Union officers and/or representatives at their assigned facility, the Agency shall endeavor to provide a suitable location nearby where such a meeting may take place, on employee non-work time.

Section 3. Employees shall be entitled to military leave in accordance with 5 USC § 6323, HRPM LWS-8.4, and this Agreement. This includes, but is not limited to, the use of military leave for "funeral honors duty."

Section 4. An employee who is not entitled to military leave, or who has exhausted their military leave, may be granted annual leave or leave without pay for military duties.

Section 5. Reservist Differential.

a. In accordance with Section 751 of the Omnibus Appropriations Act, 2009 (P.L. 111-8, March 11, 2009) PASS BUEs who are members of the Reserves or National Guard called or ordered to active duty shall receive a reservist differential. The procedure for administering the computations of the differential, establishing eligibility and payment of the differential, shall be in accordance with HRPM PRE-3.4 and this Agreement. The reservist differential shall be payable to eligible employees retroactive to March 15, 2009.

b. During the term of this Agreement, the Agency shall maintain personnel to process BUEs' submissions for reservist differentials and to assist BUEs who may have questions about the reservist differential and the submission process to claim a reservist differential. Detailed contact information for these personnel shall be available on the Agency's web site and the information shall be promptly updated as necessary.

Section 6. Employees shall be entitled to excused absence as set forth in 5 USC § 6321 – Absence of Veterans to Attend Funeral Services and HRPM LWS-8.8. Employees will be excused from duty without loss of, charge to, or reduction of an employee's leave, pay or benefits for the time necessary, not to exceed 4 hours in any one day, to enable the employee to participate as an active pallbearer or as a member of a firing squad or a guard of honor in a funeral ceremony for a member of the armed forces whose remains are returned from abroad for final interment in the United States.

Section 7. In accordance with HRPM LWS-8.4 Military Leave and LWS-8.8 Excused Absence, employees returning from active military service in connection with the Global War on Terrorism (Operation Noble Eagle, Operation Inherent Resolve, or any other military operations subsequently established under Executive Order 13223) are granted five (5) workdays of excused absence before they return to work, without charge to leave, upon notification to the Agency of their intent to return to federal civilian employment. All employees who were activated for any such military service are eligible for this excused absence provided that:

a. The employee has served at least forty-two (42) consecutive days of active military service. Multiple periods of active-duty service less than forty-two (42) days cannot be combined or accumulated to meet this requirement.

b. The employee is limited to five (5) workdays of excused absence within a twelve (12) month period. The twelve (12) month period begins on the first day of the excused absence.

c. The employee may not return to federal civilian duty and then take the five (5) days of excused absence at a later date. The five (5) days of excused absence must be granted as soon as the employee reports back for federal civilian duty or notifies the Agency of their intent to return.

d. In order to establish eligibility, an employee must present copies of their orders for the period of activation indicating the military operation for which the employee was activated.

However, if the employee had already returned to Federal civilian service prior to the issuance of the Presidential memorandum on November 14, 2003, or was not granted the five (5) days of excused absence for a second or subsequent deployment, they may take the five (5) days of excused absence at a time mutually agreeable to the employee and the first-level manager. If the employee and first-level manager cannot reach agreement, the matter shall be referred to the Parties at the Directorate level for resolution.

Section 8. Employees are required to provide advanced notice of any military obligations that will

require the use of leave, either orally or in writing, unless precluded by military necessity. It is recommended that the employee give as much notice of military service as practicable, preferably in writing.

ARTICLE 53 – Veterans Rights and Disabled Veterans Affirmative Action Program

Section 1. The Agency agrees to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) as required by 38 USC, Chapter 43. The Agency shall notify employees of their rights under USERRA.

Section 2. The Agency agrees to comply with the Department of Transportation's Disabled Veteran's Affirmative Action Program as required by 38 USC, Chapter 42.

ARTICLE 54 – Occupational Safety and Health

Section 1. General.

a. The Agency shall comply with all applicable federal regulations associated with occupational safety and health, including but not limited to: Executive Order 12196; P.L. 91-596; 29 CFR § 1910; 29 CFR § 1926; 29 CFR §1960; FAA Order 3900.19 Federal Aviation Administration (FAA) Occupational Safety and Health Policy; and Agency Directives.

b. The Agency will apply Occupational Safety and Health Administration (OSHA) standards and other non-FAA regulatory or current national industry/consensus standards to equipment, operations, or workplaces, including, but not limited to those published by the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), Department of Transportation (DOT), Environmental Protection Agency (EPA), and National Fire Protection Association (NFPA). If the Agency's policy is more stringent than OSHA or industry/ consensus standards, the Agency's policy shall apply.

c. The Union shall receive notice prior to the Agency's pursuit on any the following: proposed Alternate or Supplementary Standard per 29 CFR Part 1960; an OSHA Variance per Section 6 of the OSH Act of 1970 and 29 CFR § 1905; a Petition for Modification of Abatement (PMA); an Agency request to extend the abatement date(s) of an OSHA citation; or Agency request for a OSHA hearing for the purpose of challenging a ruling or citation.

d. The Agency shall make every reasonable effort to provide and maintain safe and healthful working conditions. Factors to be considered include, but are not limited to, proper heating, air conditioning, ventilation, indoor air quality, work-area lighting, drinking water quality, appropriate/alternative hand-washing practices and safe access.

e. The Agency will not penalize, antagonize, coerce, harass or discipline an employee for

exercising their right under 29 CFR § 1960.10, or the right to decline an assigned task because of a reasonable belief that under the circumstances the assigned task poses an immediate risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures in accordance with 29 CFR § 1960.46(a). Employees are encouraged to report any unsafe or unhealthful condition first to their immediate supervisor prior to taking further action.

f. The Agency acknowledges that the responsibility to provide safe and healthful working conditions for its employees extends to non-FAA owned or controlled locations under 29 CFR § 1960.1(g) and the current version of OSHA's Multi-Employer Policy, CPL 2-0.124.

g. The Agency shall provide all required training to Union-designated Occupational Safety, Health, and Environmental Compliance Committee (OSHECCOM) members, other Union representatives and bargaining unit employees (BUEs) in accordance with applicable regulations, agreements, directives and charters.

h. At each facility, in an area frequently visited by Technical Operations employees, a "Safety Bulletin Board" shall be provided for the purpose of posting official FAA safety notices, monitoring data, the annual Occupational Illness/Injury Report and similar material. A readily accessible area shall be established within employee work areas for clean storage of flashlights and other general safety-related items and equipment needed in the work area.

i. It is understood that it is the Agency's intent for the UCR Order 1800.6C to reflect the requirements found in applicable law and government-wide regulations.

Section 2. OSHECCOM.

a. The Agency agrees to continue OSHECCOM, in accordance with Executive Order 12196 and the National OSHECCOM Charter. The following procedures shall apply to established OSHECCOMs:

i. National OSHECCOM**:** The committee will meet in accordance with the National OSHECCOM Charter. The Union shall be entitled to designate two (2) representatives.

ii. Sub-National OSHECCOM: The current National OSHECCOM Charter provides for Regional/Center level OSHECCOMs. These committees will meet in accordance with the National OSHECCOM Charter. The Union shall be entitled to designate one (1) representative per Region. If any additional Sub-National OSHECCOMs are established, the Union shall be entitled to designate one (1) representative for each committee, unless otherwise provided by the applicable charter.

iii. Establishment Level OSHECCOM: The establishment (local) committees will meet in accordance with the National OSHECCOM Charter.

b. Union OSHECCOM representative(s) shall be on duty time, if otherwise in a duty status,

and entitled to travel and per-diem when participating in OSHECCOM meetings, training, and other internal activities requested by the OSHECCOM and approved by the Agency. If requested by the representative, the Agency shall make every reasonable effort to change their days off to allow participation in a duty status.

c. The Union shall be entitled to designate a minimum of one (1) representative to work with the Agency anytime the National OSHECCOM Charter is to be modified or revised.

d. Indoor air quality concerns identified by the local OSHECCOM shall be investigated in accordance with Order JO 3900.76, Management of Indoor Air Quality (IAQ) at Air Traffic Organization (ATO) Facilities and using the advisory standards of the American Society for Heating, Refrigerating and Air-Conditioning Engineers, and EPA, OSHA, ACGIH and AIHA guidelines. All test results shall be provided to the Union representative as soon as they are available.

Section 3. Safety Representatives.

a. **National Safety Representative**. The Union may designate a full time National Safety Representative. This representative shall serve as one (1) of the Union's representatives of the National OSHECCOM and will serve as the point of contact for all national level occupational safety and health (OSH) issues and other related matters. This representative shall be granted eighty (80) hours of official time per pay period and shall be entitled to travel and per diem in accordance with the OSHECCOM Charter.

b. **Safety Representatives**. The Union shall designate a total of ten (10) safety representatives. One (1) representative for each of the Agency's nine (9) legacy regions and one (1) representative for the bargaining units of Air Traffic Services, Mission Support Services, and Flight Program Operations.

These representatives will represent the Union at their respective regional level OSHECCOM and will serve as the points of contact at the Service Area level on OSH issues and other related matters arising in their director's area of responsibility. All Regional Safety Representatives representing BUEs within a Service Area will be engaged by the Agency regarding OSH issues involving that entire Service Area.

Regional Safety Representatives shall be authorized official time in accordance with Article 2, Section 5 when performing OSH related representational activity or attending OSH training, and when traveling to and from such activities, if otherwise in a duty status. These representatives shall be entitled to travel and per diem in accordance with the OSHECCOM Charter.

c. The Union's Safety Representatives shall be provided with travel and per diem when participating in committee, joint conference, or other meeting concerning OSH conducted by the Agency to which the representative has been invited.

d. The Union at the appropriate level will provide the Agency with a list of the individuals

appointed as National and Regional Safety Representatives at least thirty (30) days prior to their appointment, if practicable. The Union will update the list as necessary.

Section 4. Facility Safety and Health Inspections.

a. The Union shall be provided written notice and afforded the opportunity to have a designated representative present during all phases of any OSHA inspection for which the Agency has received prior notice or Agency workplace safety inspection, including all related in-briefings and/or exit-briefings. Where the Agency has received no prior notice, the Agency will notify the Union as soon as practicable. Upon request, the representative will receive a copy of the results of any air monitoring or sample collection and any documentation prepared by the inspector for any workplace inspection. Upon request, the Union shall be afforded the opportunity to be present for and participate in Joint Acceptance Inspections (JAI).

b. The designated Union representative in accordance with Article 2, Section 1, shall be entitled to official time, travel and per diem in accordance with this Agreement when participating during events covered by this Section. If the designated Union representative is not assigned within the organizational boundary of the site(s) being inspected, authorized travel and per diem will not exceed the amount that would have been provided to a representative the organizational boundary. If the Union's designated representative is not available on the proposed or scheduled inspection date(s), due to Agency required training, or other previous Agency scheduled work requirement, the Agency may postpone the inspection until the Union's representative becomes available and is able to accompany the inspector and participate in the closing conference, if any. An inspection that requires immediate action, such as events resulting in personal injury or fatality, shall not be delayed. In the event the Agency does not wish to delay a proposed or scheduled inspection due to the unavailability of the Union's designated representative, the Agency will agree to the substitution of another Union representative, and will provide official time, travel and per diem to such representative when they are participating in events covered by this Section not to exceed the amount of travel and per diem that would have been provided to the designated representative.

c. The Agency agrees to provide Union representatives access (read-only and print ability) to the ATO Workplace Inspection Tool (WIT) database.

d. Upon request, the Union will be provided access to an FAA database that, upon the conclusion of an OSHA site visit, will contain copies of all reports and agency responses relating to the OSHA site visit. The Agency will redact any personally identifiable information protected by law.

Section 5. Fire Life Safety and Emergency Egress.

a. The Agency shall annually review emergency evacuation procedures with all personnel at each occupied facility. Employees shall receive emergency evacuation training from the Agency in accordance with 29 CFR § 1910.38, 1910.39, FAA Order 3900.19, and NFPA

101 (Fire Life Safety Code). In addition, employees who work or maintain equipment at Air Traffic Control Towers (ATCTs), any additional training required by the FAA/OSHA Alternate Standard (29 CFR § 1960.20) on "Emergency Exit in ATCTs" shall be provided.

b. Where a required fire alarm system is out of service, or a fire suppression system is out of service or impaired the Agency shall follow the requirements of NFPA. These requirements must remain in place until the fire alarm/fire suppression system has been returned to service. The Parties acknowledge that individuals assigned fire watch responsibilities should remain free from any distractions that would adversely impact their ability to perform the assignment.

c. During repairs or alterations of existing facilities, employees will not occupy the workplace unless required exit routes are available and existing fire protections are maintained, or until alternate fire protection is furnished that provides an equivalent level of safety.

Section 6. First Aid, CPR, Occupational Injury and Illnesses and Related Subjects.

a. Adequate first aid training will be provided in accordance with 29 CFR § 1910.151(b) and Agency directives, in addition to any specific training requirements contained in OSHA regulations. BUEs will not be required to provide first aid/CPR as part of their job duties unless they are a Designated First Aid Responder under Agency Directives.

The Agency will continue to provide locally administered first aid and CPR training course(s) for BUEs who volunteer for such training. All training shall be conducted on duty time by any local agency which is accredited by the Red Cross or other accredited authority.

b. In the absence of an infirmary, clinic, or hospital in near proximity to the workplace which is used for the treatment of all injured employees, a person or persons shall be adequately trained to render first aid, in accordance with OSHA 29 CFR § 1910.151 and the standard interpretations.

c. The Agency will ensure that all First Aid/CPR kits are adequately supplied and restocked in an acceptable condition and shall consist of standard first aid supplies in accordance with ANSI Z308. Supplies shall also include a blood-borne pathogen cleanup kit. All kits will be easily accessible from all work areas.

d. The Agency will properly maintain an employee exposure record, as defined by 29 CFR § 1910.1020(c)(5), and a Medical Record, as defined §1910.1020(c)(6), where required by OSHA and other federal regulations, for each affected bargaining unit employee where a known or potential incident has occurred. OSHA's definition of "exposed" or "exposure" shall apply. This shall include cases associated with, but not limited to radiation, asbestos, silica, indoor-air quality, and noise levels above the OSHA PEL.

i. The Agency shall promptly notify the employee initially when the record is created

and annually thereafter of the following information: the record's existence and storage location maintained or controlled by the Agency; the person responsible for maintaining and providing access to their record(s); and the employee's rights of access to the record(s) in accordance with 29 CFR § 1910.1020.

ii. The Union shall have access to these records and other related information under §1910.1020 to the extent permitted by law.

e. **Automated External Defibrillation (AED)**.

i. The Agency has committed to a pilot program to implement a Public Access to Defibrillation (PAD) program.

ii. The National Occupational Safety, Health and Environmental Compliance Committee (OSHECCOM) shall monitor and make recommendations to the PAD Program Office for the FAA-wide PAD program. Issues regarding the PAD program that cannot be resolved at the local level OSHECCOM will be elevated to the Regional OSHECCOM and then, if still unresolved, to the National OSHECCOM in accordance with the OSHECCOM Charter.

Section 7. Motorized Vehicles, Defensive Driving and Boating.

a. Where employees require the use of special motorized vehicles (i.e., snowcats, tractors, forklifts, watercraft, etc.) in the course of performing their normal assigned duties, the Agency shall provide instructional training given by a qualified person. The employee shall be trained on the proper use and limitations of the vehicle; sound principles on safety; and similar information where accessories or attachments are used in conjunction with said vehicle. This Section applies to all motorized vehicles which are under the control of the Agency and/or to be used by the employee(s). The Agency shall prohibit the use of any unsafe vehicles, watercraft or their attachments.

b. The Agency shall provide a watercraft safety course approved by the U.S. Coast Guard Auxiliary (Basic Skills and Seamanship Course or equivalent) and any State training requirements for watercraft operators where the watercraft is placed in operation, prior to the use of the watercraft by an employee for their assigned work. All watercraft in use shall be equipped as required by U.S. Coast Guard and State regulations.

c. Upon request, the Agency shall provide a defensive driving training course for those employees required to operate a government-owned or leased vehicle.

d. Employees required to operate motorized over-the-snow vehicles in mountainous regions shall be provided winter survival skills training.

Section 8. **Drinking Water Quality and Testing and Sanitation**.

a. Drinking water testing shall be performed in accordance with Order JO 3900.61, Drinking Water Testing at Air Traffic Organization Facilities. The Agency shall test for evidence of drinking water contamination in accordance with Order JO 3900.61 at each facility/office, at least once every three (3) years and more often if there is evidence of possible contamination. If such testing validates the contamination, and if corrective action or abatement cannot readily be taken, the Agency will provide all the water and associated equipment or other potable water meeting EPA/ OSHA standards for the use of all BUEs until the contamination has been corrected/abated, as evidenced by a normal water test taken within ten (10) days following correction/abatement.

b. The Agency agrees to promptly notify all BUEs when a potable water source is suspect of contamination, and promptly secure affected drinking water sources. Until the Agency receives drinking water sample results which prove that the drinking water meets EPA drinking water standards and shares those results with the Union, the Agency agrees to provide commercially bottled drinking water to BUEs at no cost.

c. A Union representative, including any OSHECCOM member, shall be provided a hard or soft copy of any drinking water test report and any related documentation held by the Agency within seven (7) calendar days from the date of request.

d. Potable water shall be provided in all places of employment, for drinking, washing of the person, cooking, washing of foods, washing of cooking or eating utensils, washing of food preparation or processing premises, and personal service rooms. Portable drinking water dispensers shall be designed, constructed, and serviced so that sanitary conditions are maintained, shall be capable of being closed, and shall be equipped with a tap. Open containers such as barrels, pails, or tanks for drinking water from which the water must be dipped or poured, whether or not they are fitted with a cover, are prohibited. A common drinking cup and other common utensils are prohibited.

Section 9. Blood Borne Pathogens (BBP).

a. If an employee believes they had unprotected contact with blood or "Other Potentially Infectious Material" (OPIM) from another individual, as defined in FAA Order 3900.19, while participating in an unanticipated "Good Samaritan" act at the workplace, the following shall occur:

i. The employee shall be permitted to file a Form CA-1 electronically via the Department of Labor Employees' Compensation Operation Management Portal (ECOMP) system while on duty time;

ii. The employee should be encouraged to contact a FAA physician to discuss the incident. If the FAA physician recommends that the employee consult a private physician, the employee may do so on duty time. If the Office of Workers' Compensation Programs (OWCP) will not cover the cost of the consultation and any

tests performed as a result, the FAA will pay for the cost;

iii. If the employee is unable to contact an FAA physician within a reasonable time, they may consult a private physician on duty time. If the physician recommends evaluation and/or testing for blood borne pathogens, and OWCP will not cover these costs, the FAA will pay the costs. In such cases, the employee shall provide documentation of the treatment recommendation and treatment to the FAA;

iv. The employee will be released from duty to receive the medical consultation on duty time, within twenty-four (24) hours of the unprotected contact;

v. The employee will be provided a hard or soft copy of the latest version of the Agency's BBP policy contained in FAA Order 3900.19 as soon as possible after contact. In addition, a written or electronic copy of OSHA regulation 29 CFR § 1910.1030 shall be made available to the employee;

vi. If a physician determines that an exposure has occurred, the employee shall be offered the Hepatitis B immune globulin (HBIG) treatment within 24 hours of the exposure. Any employee who declines the HBIG treatment shall be advised if not taken within 72 hours of the exposure; it may not provide the necessary level of protection needed.

b. Blood-borne pathogen awareness training shall be included as part of the First Aid and CPR training. This training will include an overview appropriate for non-medical personnel, on topics described in 29 CFR § 1910.1030(g), and the facility's post- exposure procedures. Blood-borne pathogen training shall be provided annually.

Section 10. Hazard Communications (HAZCOM).

a. If the Agency initiates or permits the use or storage of hazardous chemicals, pesticides, or herbicides at any facility, the Agency shall maintain Safety Data Sheets (SDS) for each chemical, pesticide or herbicide and shall make them readily accessible during each work shift to employees when they are in their work areas, per 29 CFR § 1910.1200. Upon request, this information will be provided to the appropriate Union representative. Any pregnant/nursing employees or personnel with medical conditions which could be aggravated by the use of the chemicals, pesticides, or herbicides, shall be reasonably accommodated in a manner so as to prevent exposure. All hazardous chemicals, pesticides, and herbicides shall be used in accordance with applicable laws and manufacturer's guidelines. The SDS shall become part of and preserved in the affected employee's exposure record as required by 29 CFR § 1910.1020.

b. The Agency shall provide a legible copy of the Hazard Communication Standard, 29 CFR § 1910.1200, to any affected employee covered by the Hazard Communication Program. In addition, a copy shall also be made available to designated Union representatives, upon request.

c. Prior to a contractor introducing a new hazardous chemical covered by 29 CFR §

1910.1200 to an FAA-owned facility, the Agency will review the contents and listed hazards on the SDS to prevent unnecessary exposure to employees. Upon request, the Agency shall provide the Union a copy of any SDS associated with a hazardous chemical introduced by a contractor.

Section 11. Personal Protective Equipment.

a. Personal Protective Equipment (PPE) shall be administered in accordance with Order JO 3900.79 Air Traffic Organization (ATO) Personal Protective Equipment Program.

b. Prior to the issuance of PPE to employees, the Agency shall first attempt to utilize feasible engineering controls or other hazard elimination controls. If such controls fail to reduce hazardous levels to acceptable levels or are infeasible to implement, the Agency will provide appropriate protection to the employee(s).

c. The Agency shall provide appropriate PPE and protective clothing, at no cost to the employee, where potentially hazardous conditions may exist as a result of performing temporary or normal assigned work, including out-of-agency training.

d. No employee shall be issued, nor required to perform work that requires the use of PPE, until appropriate PPE training has been received by the employee and proficiency determined by the Agency.

e. PPE shall be maintained and stored by the user, in a clean, secure location, in accordance with OSHA regulations and manufacturers' instructions.

f. The Agency shall ensure that each affected employee who wears prescription lenses while engaged in operations that involve eye hazards shall wear eye protection that can be worn over prescription lenses or incorporates the prescription into the design.

g. Upon request, the Agency will provide the Union a legible copy of any workplace hazard analysis prepared by the Agency and required by Order JO 3900.79 and 3900.19. This includes any request made by a Union representative on an OSHECCOM.

h. The Agency shall ensure that electrical PPE, including live line tools, is tested only by individuals who are qualified to perform such tests. In accordance with Order JO 3900.79, employees shall be trained by the Agency to perform visual inspection on rubber electrical PPE.

Section 12. Respirators.

a. Respiratory protection shall be administered in accordance with Order JO 3900.80 Air Traffic Organization (ATO) Respiratory Protection Program (RPP).

b. The Agency shall provide a legible copy of the OSHA Respiratory Protection Standard, 29 CFR § 1910.134, the agency policy contained in the latest version of FAA Order

3900.19, and the facility's Respiratory Protection Program, to any employee who is required to wear a respirator and upon request by a Union representative.

c. Any required medical questionnaire and examinations shall be administered confidentially during the employee's normal working hours or at a time and place convenient to the employee. The Agency shall identify a physician or other licensed health care professional (PLHCP) to perform the medical evaluation using the medical questionnaire provided in 29 CFR § 1910.134, Appendix C, (OSHA Respirator Medical Evaluation Questionnaire). The Employer shall not add additional questions to the medical questionnaire or seek additional medical related information from the PLHCP. Employees who wish to discuss the medical questionnaire and examination results with the PLHCP shall be permitted to do so on duty time.

d. The Agency shall provide any affected employee a personal copy of any "supplemental information" the Agency provides to the PLHCP. This shall occur at the time the information is provided to the PLHCP.

e. Employees may retain beards or other facial hair as long as it does not interfere with the respirator's sealing surface or interfere with the valve function.

f. If a Tyvek suit or similar protective clothing is worn by the employee during the use of a respirator, body surface temperature and the work area's ambient air temperature shall be recorded and maintained. When there is a change in work area conditions or the degree of employee exposure or stress, the employer shall reevaluate the area/activity and make appropriate changes to maintain the safety of the employee. The information collected by the Agency under this part shall be provided to the Union upon request.

Section 13. Fall Protection.

a. The Agency shall implement the requirements of the ATO Fall Protection Program (Order JO 3900.63). This includes the "two person" requirement that states that employees who must climb wearing a full-body harness will be accompanied by a "ground" person who has completed fall protection, first aid and CPR training.

b. Upon request, the Agency shall provide Union representatives access to the EOSH Dashboard "Fall Protection – Towers" to view/print "Facility Fall Hazard" reports.

c. The Agency agrees to conduct a targeted investigation and program evaluation when a fall protection incident occurs that involves personal injury, property damage, or a near miss. The Agency will invite the Union's National Safety Representative, or their designee, to participate in the Agency's investigation for all fall accidents/incidents that involve personal injury.

d. Upon request, the Union at the national and regional level, shall be provided access to or copy(s) of evaluation records, including OSH inspection records maintained by the Agency for any elevated structure or tower.

e. The Agency shall ensure all site-specific fall hazard assessments, fall protection procedures, rescue procedures, rescue plans, emergency medical and rescue components required by Order JO 3900.63, ATO Fall Protection Program, have been implemented and maintained at all facilities where elevated work is performed.

f. Upon request, the Agency shall provide the appropriate Union representative with a copy of the written confirmation of rescue capabilities addressed in Order JO-3900.63, received from the local authority designated to provide medical and/or rescue response.

Section 14. Hearing Conservation.

a. Hearing conservation shall be administered in accordance with Order JO 3900.83 Air Traffic Organization (ATO) Hearing Conservation Program (HCP).

b. The Agency shall make a good faith effort to incorporate feasible engineering controls into the design and/or specifications of all new or modified buildings or equipment in an effort to maintain noise exposures below the levels specified in the Table G-16, Permissible Noise Exposures, contained in 29 CFR § 1910.95.

c. Where the Agency determines that engineering controls are not feasible, the Union shall be provided, upon request, any written documentation held by the Agency supporting this determination. If no such documentation exists, the Agency will provide the Union a formal written statement attesting to this fact.

d. The Agency shall document the circumstances of any Standard Threshold Shift as defined in Order 3900.83 and maintain the record in accordance with all applicable OSHA regulations and Agency directives.

e. When an employee is placed in the Hearing Conservation Program, the FAA shall be responsible for the costs of:

i. baseline testing and referrals needed to accurately determine an employee's hearing status; and
ii. hearing protection devices.

f. The Agency shall determine in advance all work areas that warrant the use of hearing protection. If an employee's noise exposure equals or exceeds an eight (8)-hour time-weighted average of 85 decibels measured on the A scale, or meets the action level defined in FAA Order 3900.83 the employee shall be placed in the Hearing Conservation Program and receive all entitlements in accordance with OSHA 29 CFR § 1910.95 and FAA Order 3900.83.

i. The Agency shall provide annual refresher training to affected employees and shall meet the training curriculum required by 29 CFR § 1910.95(k) and FAA Order 3900.83.

ii. All employees attending training shall each receive a copy of 29 CFR § 1910.95 and any additional material required by § 1910.95(l). Upon request, the Agency will provide copies of this material to the Union at the national level.

g. The Agency shall conduct noise monitoring in accordance with 29 CFR § 1910.95 and FAA Order 3900.83, when information indicates that an employee's exposure may equal or exceed an eight (8) hour time-weighted average of 85 decibels. Upon request, the Agency will provide a copy of the noise monitoring data to the employee's Union Representative.

g. Where an employee performs assigned work in high noise areas that also requires verbal communication to occur, the Agency shall provide special headsets that provide hearing protection and allows voice communication without the removal of the headset.

h. The Agency shall post and maintain an unobstructed copy of the OSHA Standard 29 CFR § 1910.95 (Occupational Noise Exposure) in the workplace where employees in the Hearing Conservation Program exist.

Section 15. Electrical Safety and Lockout/Tagout.

a. Electrical Safety and Lockout/Tagout shall be administered in accordance with Order JO 3900.64 Air Traffic Organization (ATO) Electrical Safety Program and Order JO 3900.67 Air Traffic Organization (ATO) Hazardous Energy Control (Lockout/Tagout) Program.

b. The Agency shall provide Lockout/Tagout (LO/TO) training to each "affected" and "authorized" person as defined by 29 CFR § 1910.147, before the employee performs any servicing or maintenance on a machine or equipment where the unexpected energizing, startup or release of stored energy could occur and cause injury. The training shall comply in all respects with requirements contained in applicable regulations and directives.

c. In each facility where BUEs work, the Agency shall ensure that a LO/TO procedure is developed for all applicable equipment or systems in accordance with FAA Order 3900.67 and applicable Directives. Prior to implementation the Agency shall provide a copy of the LO/TO procedure to the designated Union representative for review and comment.

d. Upon request, the Agency will provide a copy of periodic inspections of LO/TO procedures to the appropriate Union representative.

e. In the event the authorized person who affixed a Lockout or Tagout device is unavailable for its removal, the removal of the device shall be in accordance with FAA Order 3900.67 and 29 CFR § 1910.147(e)(3).

f. The Agency shall provide each BUE access to the following:

i. OSHA Standard 29 CFR § 1910.147;

ii. Order JO 3900.64 Air Traffic Organization (ATO) Electrical Safety Program;

iii. Order JO 3900.67, Air Traffic Organization (ATO) Hazardous Energy Control (Lockout/Tagout) Program;

iv. any site-specific LO/TO requirements; and

v. other related Agency documents that are applicable to the Lockout/Tagout Program.

g. The Agency shall employ a "two person" work rule for the following tasks:

i. all work requiring an electrical energized work permit, including, but not limited to, physical alteration or repair of energized conductors or circuit parts, tightening connections, and removing or replacing components;

ii. testing, troubleshooting, verifying zero energy (LO/TO), and conducting voltage measurements on exposed energized conductors or circuit parts on three-phase power distribution equipment or within the Restricted Approach Boundary for other systems; and/or

iii. work with additional or increased hazards not covered in Section g(ii), as determined by the Electrical Safety Qualified Person performing the work.

The second person must be current in Electrical Safety — Qualified Person, first aid, and CPR training. The second person is not required to have skills or knowledge on the specific piece of equipment. The second person cannot assume work duties that would restrict their ability to sound an alarm and/or render aid.

h. The Agency agrees to conduct a targeted investigation and program evaluation when an electrical safety incident occurs that involves personal injury or property damage. The Agency will invite the Union's National Safety Representative or their designee to participate in the Agency's investigation for all electrical safety incidents that involve personal injury.

Section 16. Thermal Stress. The Agency will establish a Thermal Stress Order. The Agency agrees within 90 days of the signing of this agreement to establish a collaborative workgroup at the National level for ATO that will provide recommendations for the development of the Thermal Stress Order.

ARTICLE 55 – Asbestos

Section 1. The Agency shall administer the Asbestos Control Program in accordance with FAA Order JO 1050.20 Management of Asbestos at Air Traffic Organization (ATO) Facilities and 3900.19 Federal Aviation Administration (FAA) Occupational Safety and Health Policy.

Section 2. At intervals not greater than twelve (12) months, the Agency shall conduct an

inspection of Asbestos Containing Materials (ACM), or Presumed Asbestos Containing Materials (PACM), in accordance with OSHA/EPA protocol, in all staffed facilities. Air sampling may be necessary if the ACM has deteriorated to the point that it may present an airborne asbestos hazard. The testing of unstaffed facilities will be done in accordance with the OSHA/EPA standards. Upon request, the Union Representative or their designee shall be allowed to observe the testing process and shall receive a written copy of the results. All testing shall be conducted by a qualified Occupational Safety and Health (OSH) specialist (FAA employee or contractor) experienced in asbestos/air quality monitoring. The Union, at its own expense, may designate a Certified Industrial Hygienist (CIH) to observe all air monitoring activities conducted by the Agency.

Section 3. All employees who work in facilities with ACM/ PACM shall receive Asbestos General Awareness Training in accordance with FAA Order 1050.20.

Section 4. The Agency will notify the designated Union representative and all potentially impacted employees when an unanticipated release of asbestos is known. Within six working days of each occurrence, where it becomes known that an asbestos exposure meets or exceeds the Occupational Safety and Health (OSHA) Permissible Exposure Limit (PEL), Time Weighted Average (TWA) or Excursion Level (EL), the Agency will document the bargaining unit employee(s) (BUEs) exposure and provide written notification to each of those BUE(s) that the exposure incident has been appropriately documented.

Section 5. Medical surveillance requirements for FAA employees following unanticipated, episodic releases of asbestos containing dust shall be in accordance with FAA Order 3900.19.

Section 6. Any evidence of visible release or airborne asbestos contamination, in excess of FAA/OSHA safety limits, shall result in immediate control steps by the Agency to abate the hazard caused by the asbestos. The Agency shall retain an asbestos abatement contractor as soon as possible, if needed to abate the hazard.

Section 7. If protection measures will not provide adequate protection of occupants, the Agency will relocate BUEs outside of the affected work area while asbestos removal or renovation work is being done. This includes any work where asbestos may be disturbed due to construction activity.

Section 8. All asbestos abatement workers will be trained in accordance with OSHA, EPA, state and local regulations. In accordance with Order JO 1050.20, BUEs who work in facilities known to contain asbestos will receive a pre-construction briefing before any major renovation or removal project in their workplace.

Section 9. When air sampling is required, the Agency will ensure the air samples are taken according to OSHA regulations and FAA orders, both inside and outside the containment. Sample results will be posted the day they are received. Results will be made available to the appropriate Union Representatives immediately upon request. At the request of the Union, personal monitoring shall also be conducted in accordance with the project specific contingency plan on at least one (1) employee in areas occupied by BUEs.

Section 10. The abatement area cannot be reoccupied until it has passed a visual inspection and met clearance air sampling criteria, e.g., by PCM or Transmission Electron Microscopy (TEM), in accordance with applicable regulations and FAA Orders.

Section 11. A Certified Industrial Hygienist (CIH) will oversee asbestos abatement activities and associated air monitoring as required by FAA Orders. Any asbestos air sampling reports received by the Agency from the CIH will be shared with the Union. The Union, at its own expense, may designate a CIH to observe the work of the abatement contractor. The Union will provide the Agency advance notice of visits by its CIH.

Upon request, the Union will be given the air sampling slides for validation by an accredited laboratory. These materials will be returned to the Agency with a written chain-of-custody record covering the period during which they were outside the possession of the Agency. Upon request, the Union's CIH will be given the opportunity to validate, through an accredited laboratory, any asbestos air samples collected by the Agency. The Union's CIH will be allowed to perform side-by-side air monitoring on a random basis, on days and times to be determined by the Union in coordination with the Agency, at the Union's expense. The Parties will exchange copies of all reports, records, memoranda, notes, and other documents prepared by the Agency, the Agency's contractor, the Union, the Union's CIH, and the Union's accredited laboratory.

Section 12. The Agency will ensure that all asbestos abatements and/or cleanup operations from accidental release are conducted according to FAA Orders and applicable regulations. The Agency may create a team of specially trained employees to respond and contain the area to prevent the spread of contamination to nearby work areas, until such time as a licensed contractor can be obtained. 29 CFR § 1910.1001 shall apply under this Section.

Section 13. Should the Agency appoint a national investigative team or similar group as a result of incidental asbestos release at any staffed facility, the Union's National Safety Representative or designee shall be offered participation on the team. Official time, travel and per diem for the National Safety Representative shall be authorized and paid for by the Agency.

Section 14. When the Agency convenes a meeting/investigation under FAA Order 1050.20b Chapter 3 Section 11, the Union's National Safety Representative or designee will be invited to attend the meeting/investigation and shall assist in making recommendations regarding the probability of an employee's exposure to asbestos. The Union's National Safety Representative will be provided a copy of all data used in the evaluation of a potential BUE exposure to asbestos, unless prohibited by law. The decision regarding whether an exposure above the PEL occurred will be made by the Agency.

Section 15. BUEs who are required to use a respirator shall be required to complete the medical questionnaire under 29 CFR 1910.134(e).

Section 16. Any BUE who is medically unable to use a respirator shall be accommodated to the full extent of the law and applicable regulations, directives and this Agreement.

Section 17. The Agency has determined that an assignment of an employee to the full scope of

work responsibilities associated with a Facility Asbestos Coordinator (FAC) requires a level of oversight, training and experience commensurate with the Safety Environmental and Compliance Manager (SECM) position. However, there are duties associated with the responsibilities of a FAC, which may be assigned to other qualified BUEs, provided the employee is given oversight by a SECM or other appropriate Agency personnel, and has received training appropriate for the specific task assignment.

Section 18. Naturally Occurring Asbestos. When the Agency becomes aware of the presence of naturally occurring asbestos where BUEs perform their duties, including traveling to and from duty sites, the Agency shall:

1. provide all relevant information in the Agency's possession to the local Union representative and the Union's Regional Safety Representative, unless prohibited by law; and

2. ensure employees who may be exposed to concentrations of naturally occurring asbestos in excess of OSHA PELs at FAA facilities or while traveling on official duty to FAA facilities, are provided with personal protective equipment (PPE) or other control measures as necessary.

ARTICLE 56 – Acquired Immuno-Deficiency Syndrome (AIDS)

Section 1. Employees infected by the Human Immuno-deficiency Virus (HIV), or with Acquired Immuno-Deficiency Syndrome (AIDS) shall be allowed to work free from discrimination on the basis of their medical condition. Under the provisions of 29 CFR § 1614.203, qualified handicapped bargaining unit employees (BUEs) will be reasonably accommodated, in accordance with the Rehabilitation Act of 1973, as amended.

It is the employee's responsibility to provide medical information regarding the extent to which a medical condition is affecting availability for duty or job performance to enable the Agency to reasonably accommodate the employee.

Section 2. The Parties agree that medical documentation and other personal information related to the medical condition of BUEs with AIDS or HIV positive, shall be treated in a way to protect confidentiality and privacy. Except as follow-up to an identified medical condition, AMEs shall not inquire as to the potential HIV/AIDS status of a BUE.

ARTICLE 57 – Hazardous Geological/Weather Conditions

Section 1. Given the essential nature of FAA responsibilities, employees are expected to make a reasonable effort to report for work during hazardous geological/weather conditions between the employee's home and their duty location; however, they are not expected to disregard their personal safety or that of their family. All employees who are unable to report for duty shall notify their facility/office as soon as possible. Employees who are unable to report for duty shall be

required to telework (if eligible and telework-ready) or granted excused absence at the time of their request. Excused absences are subject to the review process in Section 2. If requested, employees shall provide information that supports their request for excused absence as soon as feasible after returning to duty. Examples of information are:

a. oral or written statements;

b. conditions that the employee encountered;

c. a synopsis of efforts made; and

d. other information which provides an explanation or which shows hazardous geological/weather conditions prevented the employee from reporting to the facility/office or compelled the employee to safeguard his or her family against such phenomena.

Section 2. When deciding to sustain or rescind excused absence(s) granted in Section 1, the Agency, during joint review with the Union, shall consider reports from the employee, civil authorities, current meteorological information, news media, official road reports, leave approvals, reduced staffing or closings at other area government facilities.

Section 3. When the Agency at the local level, after consulting with the Union, determines that hazardous geological/weather conditions exist or are imminent, on-duty bargaining unit employees shall be released as soon as possible as staffing and workload permit. Volunteers to remain on duty shall be utilized to the extent possible.

Section 4. The Agency retains the right to determine the opening, closing, and use of its facilities/offices during periods of hazardous geological/weather conditions. Subject to security and operational needs, the Parties at the local level may review existing emergency readiness plans and, to the extent appropriate, negotiate supplemental procedures addressing the work and family safety concerns of employees during such hazardous conditions.

Section 5. At facilities/offices not in continuous operation, the Parties at that level shall negotiate procedures that employees shall use to notify the Agency in the event that they are unable to report on the opening shift. The procedures shall also establish the method the Agency will use to notify employees in the event that they are not required to report for duty due to hazardous geological/weather conditions.

ARTICLE 58 – Assignment of Temporarily Disabled Employees

Section 1. At their request, an employee who is temporarily medically or physically unable to perform some or all of their duties, shall continue to perform the remaining duties of their position, and may be assigned other duties, to the extent such duties are available. If duties in the employee's facility/office are not available, the Agency may offer assignment of work at other facilities/offices within the commuting area for which they are otherwise qualified based on needed work. Such assignments, if granted, shall not be for more than six (6) months in duration,

unless mutually agreed to by the Agency and the employee.

Section 2. Such employees shall continue to be considered for promotional opportunities for which they are otherwise qualified.

Section 3. Employee's assigned duties under the provisions of this Article shall continue to be considered as bargaining unit employees and shall be entitled to all provisions of this Agreement and those provided by law and regulation.

Section 4. At their request, an employee who is temporarily prohibited from performing duties because of medications restricted by the Agency may be assigned other duties in accordance with Section 1 of this Article.

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

Section 6. When work is not available under Section 1 or 4 of this Article, sick leave shall be taken. The Agency shall give the employee written notice of its intent to place the employee on enforced leave. The notice period shall be at least seven (7) calendar days. At the employee's option, other accrued leave may be substituted for sick leave. An employee may request leave without pay, which shall not be denied solely on the basis of the employee having compensatory time, annual leave or credit hour balances.

Section 7. Upon the Agency's request, the employee shall provide a medical certificate relating to the employee's temporary disability.

ARTICLE 59 – Office of Workers' Compensation Programs (OWCP)

Section 1. The Agency agrees to comply with the provisions of the Federal Employees Compensation Act (FECA) and other pertinent regulations promulgated by the Office of Workers' Compensation Programs (OWCP) when an employee suffers an occupational disease or traumatic injury in the performance of their assigned duties.

Section 2. The Agency will maintain a website on the FAA intranet that provides information to employees on existing requirements and proper procedures for reporting such injuries or illnesses. Once annually, the Agency will notify employees of the website and the electronic system used to file claims, currently the Department of Labor (DOL) Employee's Compensation Operation Management Portal (ECOMP) system.

Section 3. The Union at the national level shall have the right to designate one (1) OWCP Claims Representative who, absent an emergency or other special circumstance, will be granted twenty-four (24) hours of official time each year to attend an OWCP class sponsored by the United States Department of Labor. Participation in OWCP classes is for the purpose of maintaining a current working knowledge of OWCP regulations and requirements. The Union's OWCP Claims

representative shall be afforded a bank of one-hundred and four (104) hours of official time per calendar year, not to exceed eight (8) hours per pay period, to perform OWCP representational functions. Absent an emergency or other special circumstance, the grant of this time shall be approved upon request.

Section 4. When the Agency determines that an employee must be removed from their assigned job and re-assigned to a different job and/or location, or is returned to work, the Union's OWCP Representative shall be notified and given an opportunity to participate on official time during any meeting where the Agency discusses this subject with the affected employee, provided the employee has requested representation and the Representative can be released from duty, staffing and workload requirements permitting. These meetings shall be scheduled sufficiently in advance in order to secure the participation of the Union's OWCP Representative.

Section 5. Where the Agency receives a "notice of injury" (i.e. CA-l) from an employee, the CA-l will be maintained in the OWCP Program Office and shall be retained in accordance with OWCP regulations.

Section 6. Documents obtained by the Agency as part of an employee's OWCP Case File, which may include medical reports, copies of official letters and decisions, and any other material which part of the case file is, regardless of its source, shall, at the employee's request, be shared with the Union's designated OWCP Representative, after they obtain authorization for the release of information from the affected employee. These records shall not be maintained as part or with the employee's employment record. Where a dispute or issues arises over the release or use of the employee's information, the Union will provide a copy of the employee's written consent upon request.

Section 7. Employees will use the DOL ECOMP system for submitting OWCP claims. Upon request, the Agency will submit a claim for an incapacitated employee. For purposes of this Section, an incapacitated employee is an employee who is unable to access a computer to submit the claim due to medical/health reasons.

Section 8. If, through no fault of the employee, the Agency has failed to submit the CA-l form in a timely manner, which has resulted in lost leave and/or wages for the employee, the Agency shall restore the lost leave and/or wages if the following conditions are met:

a. the Agency has failed to submit the completed CA-l form to OWCP Program Office within ten (10) working days as defined by 20 CFR § 10.110; and

b. the employee has lost leave and/or wages as a result of the Agency's delay.

This section does not apply to employees whose OWCP claim has been denied by the Department of Labor. In the event the employee is subsequently reimbursed by DOL as a result of their OWCP claim being accepted, the employee shall be responsible for notifying and reimbursing the Agency for the overpayment.

Section 9. The Agency will ensure that Federal Employees Compensation Act (FECA) claim

forms, including, but not limited to, CA-l, CA-2 and CA-16 forms are available to bargaining unit employees through the applicable electronic system. Copies of current OWCP regulations, directives and guides, if available, shall be made accessible to employees through the FAA website. The Agency shall provide assistance when requested by an employee in completing work-related injury/illness claims and to ensure that claims for personal injury are processed in a timely manner in accordance with applicable directives and regulations.

Section 10. The employee is entitled to select the physician and medical facility of their choice which is to provide treatment following an on-the-job injury or occupational disease. The Agency may make its own facilities available for the examination and treatment of injured employees, however, use of its facilities shall not be mandated to the exclusion of the employee's choice. The Agency may examine the employee at a medical facility of its choosing in accordance with 20 CFR § 10.324, but the employee's choice of physician for treatment shall be honored, and treatment by the employee's physician shall not be delayed. The employee will not be required to submit to an examination by the Agency until after treatment by the employee's choice of physician or medical facility.

Section 11. Injured employees are entitled to civil service retention rights in accordance with 5 USC § 8151, and other applicable regulations.

Section 12. The Agency may only controvert claims for Continuation of Pay (COP) in accordance with 20 CFR § 10.220. When requested, copies of the completed Form CA-l showing controversion and all accompanying detailed information the Agency submits in support of the controversion shall be provided to the employee.

ARTICLE 60 – Flight Operational Quality Assurance Program

Section 1. In Flight Program Operations, the Union and the Agency have determined that the Flight Operational Quality Assurance (FOQA) Program will enhance flight operations safety through analysis of recorded flight data information. The Parties agree to continue this program.

ARTICLE 61 – Aviation Safety Action Program

Section 1. The Union and the Agency have determined that safety is enhanced through a systematic approach for employees to promptly identify and correct potential safety hazards. In order to facilitate safety analysis and corrective action, the Parties have joined in implementing the Aviation Safety Action Program (ASAP), which is intended to improve safety through personnel self-reporting, cooperative follow-up, and appropriate corrective action. The primary purpose of the ASAP is to identify safety events and implement corrective measures that reduce the opportunity for safety to be compromised.

Section 2. The ASAP provides for a voluntary, cooperative, non-punitive environment for the open reporting of safety concerns. However, reports of events involving apparent noncompliance with directives that is not inadvertent or that appears to involve intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are

excluded from the program.

Section 3. All newly hired employees will receive training on the program during initial training.

ARTICLE 62 – Substance Testing

Section 1. All substance testing (drug and alcohol) conducted by the Agency shall be in accordance with applicable laws, DOT Order 3910.1, the DOT Drug and Alcohol Testing Guide and this Agreement and will be applied in a fair and equitable manner.

Section 2. **Union Notification and Information**

a. The appropriate Union representative shall be notified upon the arrival at the facility of the collector/Breath Alcohol Technician (BAT) for the purposes of conducting substance testing of bargaining unit employees.

b. The Agency shall inform the Union representative of both the maximum number of employees to be tested and the time parameter of the testing period.

c. Unless prohibited by staffing and workload requirements, the Union representative will be released for the purpose of performing representational duties.

d. The Union representative will be notified when substance testing has been completed.

e. Upon request, the Agency will inform the Union representative of the number of employees tested at the facility and the number of employees to be rescheduled.

f. The Union may request a copy of the annotated test list which shall be provided to the Union as soon as the information becomes available. All privacy data will be removed from the copy prior to delivery to the Union.

g. The Union at the national level shall be given a copy of the Agency's quarterly substance abuse statistical report, and a copy of the results of the testing of quality control specimens provided to the testing laboratory by the Department of Transportation.

h. In addition one (1) Union representative will be permitted to accompany officials of the Agency on an inspection of the testing laboratory once a year, if the Agency conducts such an inspection. The Agency may provide travel and per diem for the Union representative.

i. The Agency agrees to provide to the Union, on an annual basis, an updated list of the Health and Human Services (HHS) approved laboratories.

Section 3. **Union Representation**

a. An employee who wishes to have a Union representative present during alcohol/drug testing under this Article shall be permitted to do so, provided a representative is readily

available, and the collection/test is not delayed.

b. The employee shall notify the supervisor of the employee's wish to obtain representation as soon as the employee learns that they are to be tested.

c. The representative will be permitted to observe the actions of the collector/BAT but will not interrupt or interfere with the collection process in any manner.

d. The Union representative shall be allowed to meet with the employee briefly (normally not more than ten (10) minutes) prior to the start of the sample collection process, and privately for ten (10) minutes immediately after the sample collection process has been completed.

Section 4. **Employee Notification of Testing**

a. Employees will be given notice privately where and when to appear for substance testing.

b. When the employee is not at the collection site when notified, they will be given sufficient time after that notification to arrive at the collection site.

c. Testing will not take place at an employee's residence.

d. An employee required to travel to a collection site will be afforded travel reimbursement in accordance with the FAATP.

Section 5. **Employee Privacy**

a. The Agency recognizes its obligations under the Privacy Act with respect to information about bargaining unit employees and their connection to substance testing including non-disclosure by collectors/ contractors.

b. Testing will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected.

Section 6. Employee Selection for Testing

a. The Agency shall ensure that employees are selected for substance testing by nondiscriminatory and impartial methods so that no employee is harassed by being treated differently from other employees in similar circumstances.

b. Employees shall not be selected for testing for reasons unrelated to the purposes of the program.

c. Only employees who are in a duty status shall be subject to substance testing.

d. Every reasonable effort shall be made to accommodate employee requests for annual or

sick leave immediately upon completion of a drug test in order to allow the employee to secure back-up testing in a timely manner. Individuals who are granted such leave may be required, upon request, to provide proof that back-up testing was accomplished. Employees are not required to provide the results of such tests.

e. In accordance with DOT Order 3910.1, Testing Designated Position (TDP) employees who are officially or unofficially detained to non-TDP duties are subject to pre-appointment testing prior to returning to their TDP if the detail is ninety (90) days or more.

Section 7. **Collection**

a. In accordance with the DOT Drug and Alcohol Testing Guide, employees will be required to empty their pockets when directed by the collector.

b. If for any reason a substance test is declared invalid, the test will be treated as if it had never been conducted.

c. If an employee fails to follow the instructions in DOT Order 3910.1, Chapter VIII, paragraph 9h, the employee may be considered to have refused to cooperate with testing procedures.

Section 8. After receiving proper DOT authorization, the collector shall inform the employee that collection will be done under direct observation. Collection under direct observation shall be conducted by same gender collectors in all cases. Upon request, the Agency shall provide the employee, in writing, the reason(s) for conducting the test by direct observation.

Section 9. Alcohol Testing

a. All equipment used for alcohol testing shall meet the requirements and standards as specified in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide.

b. Upon written request, the Union shall be given a copy of the results of calibration checks for equipment used for alcohol testing. The request must include the specific site location(s) (with acronym(s) spelled out) and the specific date(s) that testing occurred.

c. If any testing equipment is found to be out of tolerance/ calibration as specified in Chapter VI, DOT Order 3910.1, every test result of 0.02 or above obtained on the device since the last valid external calibration check shall be invalid.

d. In accordance with DOT Order 3910.1, the employee may be allowed up to three (3) attempts to provide a sufficient volume of breath during a breath test. The inability of an employee to provide an amount of breath sufficient for alcohol testing purposes shall be handled in accordance with DOT Order 3910.1.

e. In the event of a confirmed positive alcohol test of .02 or higher, the Agency shall, upon written request, provide to the employee and the Union the maintenance and calibration

history of the equipment used and the BAT's last certification.

Section 10. Urine Testing

a. The Agency shall ensure that the HHS Mandatory Guidelines regarding proper storage, handling, and refrigeration of urine samples are followed.

b. In accordance with DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, each urine specimen shall be split into two specimen bottles using the split specimen procedure.

1. If the Medical Review Officer (MRO) verifies the primary specimen bottle (bottle A) is positive, substituted and/or adulterated, the donor may request through the MRO or Field MRO, that the split specimen bottle (bottle B) be tested in another HHS-certified laboratory, under contract with DOT, for the presence of drugs for which a positive result was obtained in the test of bottle A.

2. Only the donor can make such request.

3. Such request shall be honored if made within seventy-two (72) hours of the donor having received notice that their primary specimen tested positive and was verified.

c. In accordance with DOT Order 3910.1, if an employee fails to provide a sufficient volume of urine for a specimen, the employee shall have five (5) days to obtain an evaluation from a licensed physician acceptable to the MRO regarding the employee's inability to produce a sufficient volume of urine. The cost of the evaluation is the responsibility of the employee. However, this does not preclude the Agency from providing payment for this service should it decide to do so.

Section 11. Post-Accident/Incident Testing

a. Post-accident/incident testing shall only be conducted on employees whose work performance at or about the time of the covered event, as described in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, provides reason to believe that such performance may have contributed to the accident or incident, or cannot be completely discounted as a contributing factor to the accident or incident.

b. If an employee is held past their shift end time, they will be paid overtime in accordance with this Agreement.

c. In extenuating circumstances (for example, child care arrangements), an employee identified for post-accident testing may request approval to leave the facility if the collector/BAT has not arrived at the facility or will not be arriving shortly.

d. The employee will be required to sign a statement that they will not consume alcohol for up to eight (8) hours of the time of the covered event and that they must return to the facility for testing when called back.

Section 12. Reasonable Suspicion Testing

a. When reasonable suspicion exists that an employee has violated the substance prohibitions contained in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, the Agency may require that an employee submit to substance testing.

b. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn from these facts in the light of experience. Reasonable suspicion does not require certainty, but mere "hunches" are not sufficient to meet this standard.

c. At the time an employee is ordered to submit to substance testing based on a reasonable suspicion, they will be given a written statement setting out the basis for establishing reasonable suspicion.

d. In the event that a reasonable suspicion test produces a negative result, any references to reasonable suspicion including, but not limited to the written statements, shall be expunged from all formal and informal files. This does not preclude the maintenance of those records required by DOT.

Section 13. Notification of Drug Test Results

a. Employees will be notified of drug test results within a reasonable period of time, normally five (5) working days, of receipt of the results by the Drug Program Coordinator (DPC). Failure to comply with this time frame will not invalidate the results.

b. Alcohol test results shall be made available to the employee at the time of testing.

c. Notification of test results shall be handled in a confidential manner. Such results shall only be disclosed as provided for in DOT Order 3910.1 and this Agreement.

Section 14. In the event the Agency decides to test for any other substances or to implement new or different types of employee testing, such as saliva or hair, the Agency will provide notice and an opportunity to bargain, as appropriate

Section 15. There shall be no supplemental agreements to this Article below the national level.

Section 16. Nothing in this Article shall be construed as a waiver of any employee, Union, or Agency right.

ARTICLE 63 – Self-Referral

Section 1. A bargaining unit employee who is subject to drug and alcohol testing and who voluntarily identifies themself as someone who uses illegal drugs or misuses alcohol, prior to being identified to the Agency through other means, shall not be identified to the Agency on the first occurrence of such self-referral, for the purposes of taking disciplinary action.

Section 2. An employee may self-refer, except under the following circumstances:

a. the employee has received specific notice that they are to be tested for drugs or alcohol;

b. a substance abuse staff has arrived at the employee's facility to conduct testing;

c. the Agency is awaiting the results of a drug test taken by the employee;

d. the employee has previously completed an Agency-approved rehabilitation program in accordance with DOT Order 3910.1; or

e. the employee has been arrested on a DUI/DWI charge.

Section 3. An employee who voluntarily self-refers under this Article shall not be subject to disciplinary action based only on substance abuse, if the employee:

a. obtains counseling through the Agency's Employee Assistance Program, and completes EAP recommended rehabilitation; and

b. refrains from any further use of illegal drugs or alcohol misuse in accordance with the policy of DOT Order 3910.1.

Section 4. The flight surgeon shall contact the employee's manager and notify them of the approximate length of time that the employee will be temporarily removed from their safety sensitive duties for medical reasons. The nature of the medical problem shall not be released.

Section 5. An employee who uses sick leave in connection with rehabilitation under this Article shall not be required to provide a medical certificate under Article 41.

Section 6. When the employee has sufficiently recovered, they will be scheduled for return to duty substance testing. Upon passing the return to duty test, the employee's facility manager shall be informed that the employee is no longer removed for medical reasons and may return to their normal duties. If the employee does not pass the return to duty test, the employee's manager will be informed and the employee offered an opportunity to enter into a last chance agreement.

Section 7. All follow-up testing shall be conducted in a manner that will protect the privacy of the employee and whenever feasible, be conducted off the facility grounds.

Section 8. If the employee adheres to their rehabilitation/treatment plan, and all the employee's follow-up test results are negative for a period of one (1) year, the employee will have successfully completed the rehabilitation program. A last chance agreement will not be required in order for the employee to enter into the rehabilitation plan.

ARTICLE 64 – Critical Incident Stress Debriefing Program

Section 1. The Agency's Critical Incident Stress Debriefing (CISD) Program will be administered in accordance with this Agreement, FAA Order 3210.5, associated directives. This program is designed to proactively manage the common disruptive physical, mental, and emotional factors that an employee may experience after a critical incident (e.g., accidents/incidents, such as an aviation disaster with loss of life, the death of a co-worker, acts of terrorism, bomb threats, exposure to toxic materials, prolonged rescue or recovery operations, and natural disasters such as earthquakes and hurricanes). Upon request, an employee involved in or witnessing a critical incident shall be relieved from duty as soon as feasible. Employees who have been relieved from duty may be granted excused absence for the remainder of their assigned shift.

Section 2. The Agency's CISD Program is an educational process designed to minimize the impact of a critical incident on employees. It is not intended to evaluate employees in terms of gathering factual information about employee performance or to be a mechanism for psychological assessment.

Section 3. The CISD Program includes seven (7) Peer Debriefers appointed by the Union for the purpose of responding to critical incidents and providing peer support by in person or virtually. From within this team, the Union, at the national level, designates up to two (2) national CISD coordinators to work with jurisdictional Employee Assistance Program (EAP) managers to arrange for an in person or virtual critical incident response. Either party may request additional Peer Debriefers based on the program's workload.

Section 4. Whenever the Agency determines to send out a CISD team, the Union designee shall be relieved, as soon as staffing and workload permits, from their duties to immediately proceed to the scene. The Agency shall adjust the Union designee's schedule to allow for travel and participation in CISD team activities on duty time. Travel and per diem expenses shall be authorized for the CISD team member when applicable. The Union may request the activation of a CISD team for a critical incident. If denied, the reasons for the denial will be provided to the Union.

Section 5. When a determination is made to conduct a mandatory educational briefing following a critical incident, all affected employees will be notified and will be required to attend. Upon completion of the mandatory educational briefing, employees will be notified that a licensed counselor from the Agency's EAP contractor and a Peer Debriefer will be available for employees who request to participate in a CISD. An employee's participation in a CISD after the mandatory educational briefing is voluntary. The use of the EAP services will be provided in accordance with the applicable Agency directives. If requested, bargaining unit employees (BUEs) shall only receive peer support from Peer Debriefers identified in Section 3 of this Article.

Section 6. The Agency shall provide instructional material to all BUEs about the Agency's CISD program. The Agency will provide annual CISD training to the Peer Debriefers identified in Section 3 of this Article.

ARTICLE 65 – Medical Standards and Examinations

Section 1. The provisions of this Article apply to bargaining unit employees (BUEs) who are required to hold an airman medical certificate in accordance with Agency directives. Each affected BUE will be provided a copy of the applicable directive.

Section 2. National medical standards and associated tests shall be established in accordance with Office of Personnel Management (OPM) regulations and shall be applied uniformly nationwide.

Section 3. Medical clearance examinations shall be conducted by an Agency medical officer or a designated Aviation Medical Examiner (AME). If there is not a medical officer located in the vicinity, then the Agency shall provide the BUE with a list of AMEs within a reasonable traveling distance.

Section 4. All medical examinations required by the Agency shall be scheduled on duty time. BUEs shall be reimbursed for mileage and parking fees.

If there is not an AME located in the vicinity, then the Agency shall provide the BUE with a list of AMEs within a reasonable traveling distance. If a BUE chooses to use an AME outside of a reasonable traveling distance, the BUE will be responsible for any additional mileage cost or parking fees incurred.

Section 5. Aircrew medical examinations will be accomplished in the due month. The parties agree that it is mutually beneficial that the aircrew medical examinations will be completed prior to the last week of the due month. If for any reason a crew member cannot accomplish a medical exam by the end of the due month, their Front Line Manager (FLM) must be informed. All medical examinations will be scheduled with a minimum of four (4) hours remaining on the BUE's duty day. Whenever an BUE spends more than eight (8) hours in an official duty status on a day during which they submit to a medical examination, evaluation, or review, the BUE is entitled to overtime benefits for all time spent beyond the eight (8) hours. The increments of payment shall be one (1) minute.

Section 6. Upon written request of the BUE, the Agency shall provide at no cost to the BUE a copy of their periodic or other physical report, record related to an examination, or other evaluation required by the Agency. This Section applies only to material in the Agency's possession.

Section 7. The Flight Surgeon will decide if the BUE does or does not meet the standards.

a. If the Flight Surgeon believes that further medical evaluation or reports by selected physicians or other medical specialists are necessary to determine if the BUE meets the standards, such evaluations or reports will be authorized and, if there is any cost involved, paid by the Agency.

b. If a BUE does not meet the retention standards, the BUE may submit further medical evaluation or reports to the Flight Surgeon in order to obtain initial or special consideration. All transportation and expenses will be borne by the BUE.

c. If a BUE does not meet the standard, either temporarily or permanently, the medical examiner will outline for the BUE, in writing, which of the medical standards have not been met. Upon the BUE's request, the Flight Surgeon shall normally suggest in writing what further medical evaluations or reports may be submitted by the BUE to obtain initial or continuing special consideration.

d. In cases where the Flight Surgeon authorizes additional evaluations, BUEs may submit names of physicians or medical specialists to be considered to conduct the evaluation under this Section. Reimbursement shall not be made unless the services are authorized by the Flight Surgeon.

e. The Regional Flight Surgeon shall consider all available medical information before issuing a permanent disqualification.

Section 8. BUEs must assume the expense of any self-initiated examinations to support review actions. The Flight Surgeon normally will not determine that a BUE meets or does not meet medical retention standards solely on the basis of the information provided by the BUE's own physician.

Section 9. If a Flight Program Operations crewmember temporarily fails to meet the required medical qualification standards the employee shall be allowed to remain in a crewmember position. When a crewmember becomes DNIF (Duty Not to Include Flying), they will report to their FLM for work for which they are otherwise qualified, to the extent such duties are available.

Should a crewmember become ill on an itinerary and the mission is cancelled the DNIF crewmember must take sick leave. The remaining crewmembers will receive their scheduled hours.

Section 10. In the event a BUE is permanently medically disqualified or has been temporarily incapacitated for a period of ninety (90) days or longer, they shall have the opportunity to appeal such decision to the Federal Air Surgeon, FAA Headquarters, Washington, DC. Pending the outcome of the decision by the Federal Air Surgeon, the Agency shall make every reasonable effort to accommodate the BUE in accordance with Article 58 of this Agreement. For the purposes of this provision, the BUE shall continue to be considered a member of the bargaining unit. In the event of a negative determination and the BUE is permanently medically disqualified, the BUE shall have the option to apply for a disability retirement or request to be reassigned to a position for which they are qualified, or be accommodated in accordance with the Rehabilitation Act of 1973, as amended, and this Agreement.

Section 11. Applicable standards will be applied uniformly through the bargaining unit.

Section 12. All correspondence between the AME/Flight Surgeon's Office and the BUE is confidential. While management may be used as a conduit for the passage of such information, in such cases it shall be transmitted back and forth in sealed envelopes to be opened by the employee or AME/Flight Surgeon only, as appropriate.

Section 13. At least once annually, the Agency shall provide medication guidelines including restricted medicines to the Union at the national level. These guidelines are not a comprehensive or all-inclusive list of all medications that would restrict a BUE's medical certificate.

Section 14. At least once annually, the Parties at the national level shall meet to discuss policies on medication and medical conditions that may result in temporary or permanent medical disqualification of BUEs. In order to make these meetings as productive as possible the Parties' representatives should include qualified medical representatives.

ARTICLE 66 – Promotions/Vacancy Announcements for Bargaining Unit Positions

Section 1. In accordance with HRPM EMP-1.14 and this Agreement, merit system principles will be applied to all hiring and promotion processes and decisions. Promotions shall be made in accordance with the FAA Personnel Management System, applicable Agency directives and this Agreement.

Section 2. Provided all legal, regulatory and administrative requirements have been met, promotions shall be effective as of the date on which the employee is assigned to perform the duties of the position for which the employee was selected. The Agency shall ensure that the administrative requirements published in vacancy announcements are consistently administered, and the appropriate human resources office is advised sufficiently in advance to ensure the promotion is affected in accordance with this Section.

Section 3. Applications for promotion shall be acknowledged by the Agency. Normally, vacancy announcements will be open for a minimum of twenty-one (21) calendar days. An employee may change personal information on their application for promotion, provided they resubmit the application prior to the "Close Date" of an open job vacancy.

Section 4. Vacancy announcements will be available and accessible electronically to bargaining unit employees.

Section 5. All vacancy announcements shall be readily available and accessible electronically at the FAA Academy at a designated location.

Section 6. If the Agency decides to interview any qualified employee on the selection list, then all on the selection list who are qualified must be interviewed. If the selection list is shortened to a best qualified list through a comparative process, then the best qualified list shall be considered to be the selection list. Interviews may be conducted by telephone or virtually. However, if one employee is interviewed in person, all employees eligible for an interview shall be offered an in-person interview. Travel expenses incidental to these interviews will be paid in accordance with the FAATP and this Agreement.

Interviews will be conducted in accordance with HRPM EMP-1.8 – Conducting Interviews, which outlines in part:

a. All candidates will be asked the same questions, in the same order, and within the same interview timeframe;

b. Candidate responses will be evaluated against the same benchmarks;

c. Hiring managers or designated SMEs may ask follow-up questions.

Section 7. Vacancy announcements will normally contain the following information:

a. opening date;

b. closing date;

c. title, series, and career level of the position(s), with the number of positions to be filled, except when an open continuous announcement is utilized;

d. salary range, including locality rate;

e. duty location(s);

f. whether PCS expenses will be paid and at what amount;

g. area of consideration;

h. duties;

i. qualifications;

j. background check/security clearance requirements;

k. how to apply;

l. where to submit bids;

m. contact information;

n. bargaining unit status;

o. requirements for financial disclosure;

p. duration of assignment, if a temporary position;

q. requirements for medical certificate if any;

r. if position is considered to be a Testing Designated Position (TDP);

s. means of assessment (e.g., crediting plan, types of interview, etc. in accordance with HRPM EMP-1.31) used to measure a candidate's job-related qualifications.

Item (c) above does not preclude the filling of additional vacancies with candidates for the same vacancy announcement when it was not known at the time the announcement was published that an additional vacancy, or vacancies, for like positions at the same location would occur during the effective period of the selection list.

Section 8.

a. An employee will receive priority consideration for the next appropriate vacancy for which they are qualified if, as a result of a grievance being filed under this Agreement alleging the employee was improperly excluded from the selection list, the Agency or an arbitrator sustains the grievance or the Parties execute a written settlement of the grievance.

b. This is a one-time consideration.

c. An appropriate vacancy is one at the same grade level and the same PCS conditions, which would normally be filled by competitive promotion procedures, or by other placement action, including outside recruitment, and which has comparable promotion opportunities as the position for which the employee was improperly excluded.

d. The employee entitled to priority consideration shall provide the Agency with a list of up to two (2) locations for which the employee is interested in being considered for selection for an appropriate vacancy within the commuting areas associated with the selected locations. The two locations may include positions that are not tied to a specific geographic location and/or may allow the employee to work under a remote work agreement.

e. When the Agency considers an employee, who has priority consideration pursuant to this Article and does not select the employee, the Agency will put the reasons for the non-selection in writing and provide a copy to the employee and Union.

f. In the event two or more employees receive priority consideration for the same promotion action, they may be referred together.

g. However, priority consideration for separate actions will be referred separately and in the order received based on the date the determination of improper consideration is made.

Section 9. Vacancy announcements for full performance level positions shall include the statement; "Equal or lower pay band/level applications will be accepted." The Agency retains the right to select promotion candidates.

Section 10. Selections and selection processes, including rating and ranking panels, interviewing panels, or like processes are the sole responsibility of the Agency. No local agreements are authorized. A selecting official may, however, solicit input from Union representatives and any other groups/individuals regarding aspects of a position to be filled, such as knowledge, skills, and abilities.

Section 11. In accordance with the FAA Personnel Management System and applicable directives, employees are no longer required to complete time in grade or fifty-two (52) weeks of specialized experience requirements to be promoted, but still must meet all required administrative and qualifications requirements to be eligible for promotion. Specialized experience requirements, if required, must describe demonstrable skill sets gained/demonstrated by the employee either in an agency position or other employment/experience.

Section 12. An employee who is promoted to a position at a different duty location will be promoted when they enter on duty in the new position.

Section 13. To be non-competitively promoted, developmental employees must meet regulatory and administrative requirements, including job performance, and be recommended for promotion by their supervisor. Recommendations will not be withheld or delayed for arbitrary reasons or for reasons outside established written standards. The promotion will become effective on the proposed effective date indicated on the Request for Personnel Action, Standard Form-52, submitted by the appropriate management official. The proposed effective date shall be in the next full pay period after the recommendation is made. The Parties understand that administrative requirements may affect the timeliness of the related payroll action.

Section 14. If the Agency appoints or otherwise places a former federal employee in a bargaining unit position under the authority set forth in Section 6(c)3 of HRPM EMP-1.14., the FAA will notify the PASS National President that such authority was utilized. The FAA will provide information regarding the appointment or placement including the LOB and organization, position title, and the grade/band upon which the employee previously attained while working for the federal government.

Section 15. Within one hundred and eighty (180) days of the effective date of this Agreement the Agency will issue written criteria that will govern developmental technical employee promotion. Upon issuance, the Agency will brief management and PASS on the criteria. The Agency will notify the Union at the National level if any changes are made to the criteria.

Section 16. Within sixty (60) days after the promulgation of the criteria identified in Section 15, the Parties will establish a workgroup to make recommendations on developing a clear understanding of the promotion criteria for developmental technical employees.

Section 17. If the Agency utilizes the automatic consideration process IAW HRPM EMP-1.14, Section 8(a), the following will apply:

a. Automatic consideration is a competitive internal process, which involves automatically referring all eligible employees within a defined area of consideration to the hiring manager of a like or similar position for consideration and can apply to a permanent or temporary promotional assignment.

b. The minimum area of consideration for all automatic consideration lists will be the organizational unit under the hiring manager. The Agency will prepare the automatic consideration list containing all eligible candidates within the area of consideration.

c. The Agency will notify the Union Representative corresponding to the hiring manager of the utilization of the automatic consideration process.

d. Employees within the area of consideration will be provided an electronic notice of the vacancy no less than seven (7) days prior to the creation of the referral list. The notice will include the title, series, grade, qualifications, the number of position(s) to be filled and state the utilization of the automatic consideration process. Employees may provide the Agency with additional information that demonstrates experience relevant to the eligibility and qualification requirements of the position which will be considered prior to the creation of the referral list.

e. The Agency will notify employees who are included in the referral list.

Section 18. To the extent practicable, the Agency will post Solicitations of Interest (SOIs) for non-competitive reassignments or non-competitive promotions for bargaining unit vacancies covered by this Agreement to a website where all employees are able to view the openings/opportunities.

Section 19. Employees who are required to submit a supervisor endorsement/recommendation and subsequently selected must be released in a timely manner.

ARTICLE 67 – Career Opportunities Website

Section 1. Subject to staffing and workload and in accordance with applicable directives, employees shall be allowed to access the Agency's website used for the purpose of publishing career opportunities, to review vacancy announcements and secure documents necessary to apply for Agency jobs and/or positions during work time. In connection with this review, employees will be permitted to access the Internet at FAA work sites, and to use FAA equipment such as computers, printers, and telephones, provided such equipment is available.

ARTICLE 68 – Temporary Internal Assignments

Section 1. This Article covers time limited assignments of current FAA employees to a different position (same, lower or higher-grade level or pay band) than their permanent position with or without competition. Such assignments shall be affected in accordance with any applicable law, the FAA Personnel Management System, HRPM EMP-1.15, and this Agreement.

Section 2. Temporary internal assignments consist of:

a. <u>Detail</u>

1. Assignment of an employee to a different position for a specific period, with the employee returning to their regular duties at the end of the detail.

2. During the detail, the employee officially occupies and is compensated for their position of record.

b. Temporary Promotion

1. Promotion of an employee to a higher pay band for a specific period, with the employee returning to their regular duties and to their original permanent position at the end of the period unless the employee and the Agency agree otherwise.

2. Temporary promotions may or may not be filled through a competitive process depending upon the period of the temporary promotion. They may be made non-competitively for up to six months.

3. An employee may not have more than six (6) months in one or more non-competitive assignment(s) to a higher graded position during any twelve (12) month period.

Section 3. The Agency is not precluded from assigning various higher-level duties of a position to an employee without affecting a temporary promotion. In circumstances where an employee is assigned various higher-level duties of a position without a temporary promotion, the employee will be provided with a description of the duties to be performed. Where an employee is consistently assigned higher-level grade controlling duties comprising more than 25% of the employe's time for more than one pay period, which neither require additional supervision or are solely for training, and the employee meets the minimum qualifications for the position, the employee will be provided a temporary promotion. All temporary promotions must be for less than six months unless advertised or subject to competition.

Section 4. When it is known that the incumbent of a higher-level position will be absent, or the position will be unencumbered for a period of fifteen (15) days or more, and a qualified bargaining unit employee is assigned to fill the position for all or part of the period, that employee shall be given a temporary promotion. The promotion will become effective on the proposed effective date indicated on the Request for Personnel Action, Standard Form-52, or equivalent form, submitted by the appropriate management official. The Parties understand that administrative requirements may affect the timeliness of the related payroll action.

Section 5. All temporary promotions will be by Standard Form 50, Official Personnel Action (or its replacement).

Section 6. The Agency will notify the Union at the appropriate level when a bargaining unit employee is given a temporary internal assignment.

Section 7. The Agency will make every effort to avoid placing a Union representative on a non-voluntary temporary internal assignment that would prevent that representative from performing their representational functions. The Agency agrees to notify the Union at the next higher level prior to placing any designated Union representative on temporary internal assignment away from the representative's normal duty station.

Section 8. Changes in dues withholding for employees due to temporary internal assignments to positions out of the bargaining unit will be done in accordance with the provisions of Article 7, Dues Withholding.

Section 9. If administrative restrictions on promotions are imposed by an authority above the agency level, the provisions of this Article do not apply while the restriction remains current.

Section 10. Details shall be assigned in a fair and equitable manner among qualified volunteers.

Section 11. When volunteers are solicited for non-competitive temporary promotions, the volunteers will be given fair and equitable consideration by managers making selections.

Section 12. Employees serving on a temporary promotion are not precluded from applying and being considered for an advertised temporary promotion.

Section 13. An employee's total time in a competitive temporary promotion may not exceed a total of five (5) years in a specific position. However, an employee may compete for a new position in accordance with Section 14, but if selected must return to their position of record prior to starting a new competitive temporary promotion.

Section 14. Employees on a competitive temporary promotion must return to their position of record prior to beginning a subsequent competitive temporary promotion.

ARTICLE 69 – Temporary Duty Assignments

Section 1. Prior to a temporary non-training duty assignment not inherent to an employee's normal position and duties requiring travel and per diem, qualified volunteers shall be solicited. In making these assignments, seniority shall be used to the extent possible among volunteers determined to be qualified by the Agency. Seniority shall be based on Service Computation Date (SCD) unless the Parties agree otherwise at the local level.

Section 2. In the absence of qualified volunteers, the Agency shall make assignments from among qualified employees on a fair and equitable basis using inverse seniority.

Section 3. The Agency will make every effort to avoid placing a Union representative on a non-voluntary temporary duty assignment that would prevent that representative from performing their representational functions. The Agency agrees to notify the Union at the next higher level prior to placing any designated Union representative on a temporary duty assignment.

Section 4. Whenever possible, the Agency will provide at least thirty (30) days advance notice when soliciting qualified volunteers for temporary duty assignments under this Article. Normally, for temporary duty assignments of more than three (3) days, the employee will be notified in writing prior to the start of the assignment.

Section 5. If possible, the Agency will adjust the schedule of the employee to avoid travel on the employee's days off. If the Agency is not able to make the adjustment, the employee will be compensated appropriately.

Section 6. If the duration or location of an assignment for which an employee volunteers and has

been selected changes before the start of the assignment, the employee has the right to withdraw their volunteer status. In such circumstances, the Agency may solicit qualified volunteers if time permits or make the assignment in a fair and equitable manner using inverse seniority.

Section 7. An employee may request to be excused from a travel assignment based on a personal hardship. Absent unusual circumstances, the employee will be excused from the travel assignment. In such circumstances, the Agency will select an interested volunteer if time permits or make the assignment in a fair and equitable manner using inverse seniority.

Section 8. This Article does not apply to temporary internal assignments as defined in Article 68.

ARTICLE 70 – Mid-Term Bargaining

Section 1. It is agreed that personnel policies, practices and matters affecting working conditions, not expressly contained in this Agreement, shall not be changed by the Agency without prior notice to, and negotiation with, the Union in accordance with applicable law. The provisions of this Article apply to substance bargaining, if appropriate, procedures, which the Agency will observe in exercising a management right, and/or appropriate arrangements for employees adversely affected by the exercise of a management right. Additionally, the provisions of this Article apply to any negotiations specifically required or allowed by reference in any provision of this Agreement.

Section 2. Should the Agency propose a change described in Section 1, thirty (30) days written notice of the proposed change shall be provided to the Union at the corresponding level of the proposed change, except where specifically authorized by this Agreement or otherwise agreed to by the Parties. If the change affects more than one organizational level/location within one PASS region, notice will be provided to the lowest organizational level of the Union having jurisdiction over all of the affected employees. If the proposed change affects bargaining unit employees in more than one PASS region, the notice will be provided to PASS at the national level. PASS will designate a representative(s) as appropriate. It is agreed longer notice periods are in the best interest of the Parties and should be provided whenever feasible. The notice will include a reference to this Article and must be sufficiently specific and definitive to adequately provide the exclusive representative with a reasonable opportunity to request bargaining. For proposed changes below the national level, a copy of the notice will be provided to the next higher-level Union representative, as identified in Appendix II. The Union shall have up to fifteen (15) days from receipt of the notice to request a meeting regarding the change. If the Union requests a meeting, the meeting will be held within ten (10) days of the Union's request and the Parties will review the proposed changes. The Union may submit written proposals within thirty (30) days of receipt of the original notice of the change(s). If the Union requests a meeting or submits written proposals, the Parties shall meet at a mutually agreeable time and place to conduct negotiations. The Parties agree that every effort shall be made to reach agreement as expeditiously as possible. If the Union does not request a meeting or submit written proposals within the prescribed time period, the Agency may implement the change as proposed.

Section 3. If the Parties are unable to resolve a bargaining dispute, they are free to pursue whatever

course of action is available to them under the Federal Service Labor-Management Relations Statute or other relevant statutes/law. However, by mutual agreement, if the Parties at the local level are unable to reach an agreement, the issue may be escalated within ten (10) days to the next highest organizational level, as identified in Appendix II. If, after a good faith effort, the Parties at the next highest organizational level are unable to reach an agreement, by mutual consent, the issue may be escalated within ten (10) days to the national level. This applies to issues originating below the national level of recognition. Unless otherwise permitted by law or this Article, no changes will be implemented by the Agency until all negotiations have been completed including any impasse proceedings.

Section 4. The Parties will be represented at the negotiations by duly authorized representatives prepared to discuss, negotiate and reach binding agreements regarding the proposed change. The Parties may enter into written agreements or understandings on individual issues that do not conflict with this Agreement. However, unless specifically authorized by this Agreement, no such agreements may increase or diminish entitlements expressly contained in this Agreement.

Section 5. The Union may initiate bargaining on personnel policies, practices, and matters affecting working conditions during the term of this Agreement on matters not expressly covered by this Agreement in accordance with the Federal Service Labor-Management Relations Statute. When the Agency has received a written proposal from the Union, if required, a meeting will be scheduled within fifteen (15) days to review the Union's proposal. The Agency may submit written counter proposals within thirty (30) days of the Union's proposal. The Parties shall meet at mutually agreeable times and places to conduct negotiations. If no agreement is reached, or the Agency fails to respond, the provisions of Section 3 of this Article shall apply.

Section 6. The Union, under this Article, will be authorized an equal number of representatives on official time for the conduct of negotiations in accordance with 5 USC § 7131. The time limits under this Article may be extended by mutual agreement of the Parties.

Section 7. Nothing in this Article is intended to preclude the Parties from formulating ground rules for mid-term bargaining issues.

Section 8. The Parties agree that they will not assert, as a defense to a demand for bargaining over a proposed mid-term change in conditions of employment, that the proposed change is inseparably bound up with and thus plainly an aspect of a subject covered by this Agreement, but they may assert the first prong of the Federal Labor Relations Authority (FLRA) "covered by" doctrine that the matter is expressly contained in this Agreement.

Section 9. Except where the Parties have reached agreements and understandings during the course of the negotiations of this Agreement, upon the effective date of this Agreement, all memoranda of agreement, memoranda of understanding, past practices, and other written or oral agreements whether formal or informal, shall have no force or effect and shall not be binding on the Parties in any respect. The foregoing applies at the local, regional/service area, and national levels. Nothing in this Section shall be construed as a waiver of the Union's right to mid-term bargaining under this Article.

ARTICLE 71 – Performance Management

Section 1. The Agency's Performance Management System (PMS) will be administered in accordance with HRPM PM-9.1 and this Agreement.

Section 2. The performance plan shall include:

a. what has to be done during the performance cycle;

b. measurable and obtainable criteria/benchmarks;

c. an objective measure of the accomplishment;

d. a clear delineation of acceptable performance;

e. position essential development needs including, as appropriate, training or developmental work assignments; and

f. opportunity for personal and career developmental activities (long and/or short term).

Section 3. The requirement for face-to-face feedback discussion between a manager and employee set forth in HRPM PM-9.1 during the performance cycle may be conducted via video conferencing (e.g., via Zoom Meetings, Teams, or future Agency video conferencing systems).

Section 4. The Agency reserves the right to establish performance plans to meet its organizational requirements. When practicable, the Union at the national level shall be provided at least sixty (60) days to provide comments and recommendations on planned changes to national generic performance standards.

Section 5. Performance plans may be individualized and are dependent upon the organizational unit to which the employee is assigned and the employee's Career Level Definition (CLD), or Position Description, as applicable. Any performance standards (outcomes and expectations) that are individualized from nationally developed generic performance plans shall be annotated as such on the performance plan.

Section 6. Performance plans are the basis on which an employee will be evaluated and must accurately reflect the performance expectations on which the employee is responsible. In applying performance standards, the Agency must make allowances for factors beyond the employee's control. The Agency will identify any expectations in a generic performance plan that the employee will not be expected to perform. In those instances where an employee is not provided an opportunity to perform tasks related to a specific outcome/expectation contained in their performance plan, they shall not be assessed on that performance element.

Section 7. Performance Management and Assessment System (PMAS):

a. Within thirty (30) days of assignment to a bargaining unit position or the start of an employee's performance cycle, an employee shall be provided a copy of their performance

plan via the Agency's Performance Management and Assessment System (PMAS).

b. The employee shall be able to provide written comments at any time during the performance cycle. All written comments provided by the employee via PMAS shall become a permanent part of the performance plan and kept in the employee's record.

c. The Agency will provide employees with information on how to review and upload information into PMAS.

d. Employees will be given sufficient notice to meet any deadlines in PMAS.

Section 8. Changes to an employee's performance plan (standards, expectations, and outcomes) may be made at any time during the performance plan cycle; this includes an employee being promoted or reassigned to a different position. A copy of any changed performance plan must be shared with the employee via PMAS at least ninety (90) days prior to receiving an appraisal under the new performance plan.

Section 9. Self-Assessments. Employees are encouraged to use PMAS to complete self-assessments and will be provided information on how to do so. If an employee submits a self-assessment, the manager will consider the submission prior to issuing the employee's performance appraisal via PMAS.

Section 10. Performance Appraisal Rating:

a. The employee's signature/acknowledgement via PMAS after the review of any performance appraisal indicates that they have reviewed the completed appraisal record and that it has been discussed with them.

b. The employee's signature/acknowledgement shall not be taken to mean that they agree with all of the information or that they forfeit any rights of review or appeal.

c. A copy of the performance appraisal shall be provided to the employee via PMAS within fifteen (15) days of the employee's signature/acknowledgement on the performance appraisal form.

d. Grievance time limits shall not begin until the day after the employee receives their copy of the final signed/acknowledged document.

Section 11. Opportunity to Demonstrate Performance (ODP). At any time during the performance cycle the Agency determines that an employee's performance is not at an acceptable level as required by the performance plan the Agency shall, whenever possible, counsel the employee on the specific performance area(s) in which improvement must be made prior to placing the employee on an ODP, or any other formal performance improvement program, as appropriate.

Section 12. ODP Procedural Requirements. When an employee is placed on an ODP:

a. The Agency shall afford the employee a reasonable opportunity, no less than ninety (90) days, to demonstrate acceptable performance, commensurate with the duties and responsibilities of the employee's position.

b. The ODP will specify what performance plan standard(s) the employee failed to meet.

c. The ODP shall cite to the performance plan standard(s) when describing what the employee must accomplish during the ODP period.

d. The Agency will, if appropriate, provide an opportunity for training to improve any deficient skills identified in the ODP.

e. Every thirty (30) days during the period for improving performance, the manager shall provide the employee with a written review identifying the employee's progress and identifying any areas still needing improvement.

f. If the employee fails to demonstrate acceptable performance at the end of the ODP period, any action as a result of that failure will be proposed using the procedures set forth in Article 18.

g. If the employee successfully demonstrates performance during the ODP period, the employee will be so notified.

h. An employee must maintain acceptable performance for a period of one year after the completion of an ODP. The Agency is not required to provide another ODP if an employee's performance becomes unacceptable again in the same critical element or primary performance outcome within one year of the completion date of the ODP period.

Section 13. Use of official time and approved absences for representational activities shall not be a negative factor in employee performance appraisals.

ARTICLE 72 – Documentation for Positions in the Core Compensation Pay Plan

Section 1. The Agency agrees to develop Job Analysis Tools (JATs) and Career Level Definitions (CLDs) in accordance with the FAA Personnel Management System (PMS), applicable directives, including HRPM PMC-10.1, PMC-10.2, and this Agreement.

Section 2. The Parties at the national level shall discuss and review all bargaining unit job categories and CLDs annually. The Union may submit written recommendations and present supporting evidence concerning the accuracy of any bargaining unit job category or CLD. The Union will be advised in writing of any changes to job categories or CLDs.

Section 3. Job Analysis Tool (JAT):

a. Each employee covered by this Agreement shall be provided a JAT. The JAT shall accurately reflect the major important, regular, and recurring duties and responsibilities of the position that are the basis for the classification of the position. The inclusion of "other duties as assigned" in a JAT only relates to duties that do not affect the classification of the employee's position, and such duties shall normally have a reasonable relationship to the employee's JAT.

b. If an employee believes that the JAT is not accurate, the employee, with the assistance of a Union representative, may request a review by the appropriate supervisor. Such review will normally occur within thirty (30) days of the request. Any dispute regarding the accuracy of the text of an employee's JAT may be grieved under Article 5 of this Agreement.

Section 4. The Union may submit written recommendations and present supporting evidence to the appropriate management official concerning the adequacy of any of the text of any standardized JAT for employees covered by this Agreement. The Agency agrees to review the material submitted and advise the Union of the results.

Section 5. The Agency shall notify the Union, at the appropriate level, at least thirty (30) days in advance, when significant changes are to be made to a standardized JAT for employees covered by this Agreement. When the Agency provides more than ten (10) JATs at any given time, the Parties will determine a mutually agreeable timeline for review, but not less than sixty (60) days.

Section 6. Upon request by the Union, the Agency will provide a current copy of a standardized JAT used within the bargaining unit.

Section 7. An employee shall not normally be required to perform duties that do not have a reasonable relationship to their job category and JAT. When it becomes necessary to assign duties that are not reasonably related to the employee's job category and/or JAT and are of a recurring nature, the job category and/or JAT shall be evaluated in accordance with HRPM PMC-10.2a.

Section 8. All proposed changes to the job category, JATs and CLDs of bargaining unit employees shall be forwarded to the Union, in advance, for comment and/or negotiations as required by law and pursuant to Article 70 of this Agreement.

Section 9. Desk Audits. An employee who believes that there are unresolved and continuing differences between their work assignments, their JAT, which substantially affects the CLD of the employee's position, may request a desk audit through their first-level manager. Desk audits are conducted by the Office of Human Resource Services (AHF) pursuant to HRPM PMC-10.1 as applicable.

a. Such audits will include an interview with the employee to give the employee an opportunity to explain why they believe the classification is not accurate.

1. The employee may provide documents and other evidence related to their claim that

their position is not classified correctly.

2. A Union representative will be permitted to attend such interviews at the employee's request.

3. If made, the employee will be given a copy of any notes or summaries of the interview.

4. A written record of the evaluation and/or classification relied upon to make a determination will be prepared and provided to the employee.

5. The employee may thereafter submit a written clarification or additional information they would like to be considered as part of the audit.

b. The results of a desk audit are final and binding; there are no other avenues of review or appeal available for an FAA employee.

c. Desk audits will normally be complete within ninety (90) days.

The desk audit process does not preclude any other rights available under this agreement.

ARTICLE 73 – Qualification Standards

Section 1. The Parties recognize that qualification standards are established by the FAA. Prior to recommending changes in the qualification standards for employees covered by this Agreement, the Agency shall notify the Union of the proposed changes. If the Union requests, the Parties shall meet to thoroughly discuss the recommendations. The Union's views will be fully considered.

ARTICLE 74 – Job Task Analysis

Section 1. The Union will be afforded the opportunity to fully participate in any future Job Task Analysis (JTA) of the work performed by the bargaining unit members. The definition of JTA is any national study of the knowledge, skills and abilities needed to do their jobs. The Union will be provided with a copy of the JTA upon completion.

ARTICLE 75 – Recognition and Awards

Section 1. The Agency's recognition of employees and the application of Agency awards programs shall be in accordance with Agency Directives and this Agreement.

Section 2. The Parties agree that the use of awards is an excellent incentive tool for increasing productivity and creativity of bargaining unit employees by recognizing and rewarding their contributions to quality, efficiency, or economy of government operations. The Agency agrees to consider granting a cash award, honorary, or informal recognition award, or grant time off without charge to leave or loss of pay to an employee individually or as a member of a group on the basis

of:

a. adoption or implementation of a suggestion or invention;

b. significant contributions to the efficiency, economy, or improvement of government operations;

c. exceptional service to the public, superior accomplishment, or special act or project on or off the job and contributions made despite unusual situations;

d. recurring exemplary service; e.g. performance throughout the year that consistently exceeds expectations and contributes to FAA goals and objectives;

e. exceptional customer service or contributions which promote and support accomplishment of the organization's missions, goals, and/or values;

f. creative or innovative methods used to make work processes or results more effective and efficient; or

g. productivity gains.

The Parties agree that this is a list of examples and is not all inclusive.

Section 3. The Agency shall inform the Union, at the national level, of the total amount spent on awards for each bargaining unit and the remainder of the Air Traffic Organization (ATO) within one month of the end of the fiscal year.

Section 4. In accordance with this Agreement and HRPM COMP-2.10, In-position Increases in the Core Compensation Plan, the Agency may grant in-position increases to acknowledge special circumstances such as an employee's significant professional growth or increased complexity of an employee's current job.

Section 5. Each November the Agency shall provide the Union at the national level, in writing, with a list of awards distributed to employees in the prior fiscal year. At a minimum, the list shall include the employee's name, type, and amount of award. This section does not interfere with the Union's rights pursuant to 5 USC 7114.

Section 6. Awards shall not be used to discriminate among employees or to affect favoritism.

Section 7. The granting of or failure to grant an award may be the subject of a grievance under this Agreement.

ARTICLE 76 – Child Care, Prenatal/Infant Care

Section 1. The Parties recognize the relationship of adequate child care to employee satisfaction and productivity and that this is mutually beneficial. However, the Parties further recognize that

it is not within the authority of the Agency to directly provide on-site child care at its facilities. In accordance with governing regulations, the Agency may provide available government-owned or leased space and space-related services without charge for the purpose of establishing child care facilities in or near FAA facilities. Factors which impact the Agency's ability to provide such space include the availability of space and/or funds, the number of employees in a location, and the demand for child care at that location as indicated by a needs assessment survey.

Section 2. The Agency agrees to publish available lists of child care centers in the Oklahoma City area as an attachment to the FAA Notice on Student Housing Information. The Agency assumes no responsibility as to the quality of service, certification (state, county or city, etc.) or reliability of the listed child care centers.

Section 3. Both Parties agree that it is the employee's responsibility for selection and individual arrangements concerning child care centers.

Section 4. When any facility is constructed and there will be at least fifty (50) employees assigned to the facility, the Agency shall conduct a needs assessment survey to determine the feasibility of establishing a child care facility. The Agency shall compile a list of other government facilities within the commuting area, so that such facilities may combine resources for the purpose of meeting the basic eligibility requirements as determined by GSA. Upon request the Union shall be involved in all phases of this process.

Section 5. When work groups are formed for the purpose of establishing on-site or off-site child care facilities, the Union shall be entitled to name a representative on the work group. The representative will be allowed official time to participate in the activities of the group if otherwise in a duty status. If the Agency is unable to approve the requested official time, the work group meeting will be rescheduled to a mutually agreeable time.

Section 6. Nursing Mothers Program:

- **a.** The Agency will provide and administer the FAA Nursing Mothers Program as authorized by section 4207 of the Patient Protection and Affordable Care Act, HRPM WLB-12.8 FAA Nursing Mothers Program (NMP), and this Agreement.

- **b.** Time used for the purposes of expressing milk will be considered duty time.

- **c.** Participation will be available for up to thirty-six (36) months after the child's birth, depending on the need of the nursing mother.

ARTICLE 77 – Child Care Subsidy

Section 1. The Parties recognize the desirability of reducing the expense borne by lower-income families to obtain child care for children age thirteen (13) or under or who are disabled and under the age of eighteen (18). The bargaining units shall be eligible to participate in the Agency's child care subsidy program in accordance with the provisions of HRPM WL-12.1, FAA HROI entitled

"Process for Applying for the Child Care Subsidy Program," and Public Law 107-67, Sec. 630. To the extent authorized by law, the Agency shall provide a child care subsidy to eligible employees whose total family income does not exceed $100,000. Total family income is defined as the income of the child's parent(s)/guardian(s) living in the same household as the child and listed on their IRS tax forms as their Adjusted Gross Income. The agency will provide the Union with a copy of any intended change in the child care subsidy family income eligibility at least thirty (30) days prior to the effective date of the change.

Section 2. The subsidies will be provided in accordance with the following scale:

Family Income	Percentage of Total Child Care Costs Paid By the Agency
Over $100,000	0%
$85,001-$100,000	30%
$70,001-$85,000	45%
$70,000 or less	70%

Section 3. Should the Agency raise the Family Income Scale caps identified in Section 2, the Parties will meet within 14 days to renegotiate the provisions of Section 2.

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

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

Section 6. The employee and service provider shall provide the vendor administering the program all of the information necessary to process payments in accordance with FAA HROI entitled "Process for Applying for the Child Care Subsidy Program" dated 6/1/2008.

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

a. a biological child who lives with the employee;

b. an adopted child who lives with the employee;
c. a stepchild who lives with the employee;

d. a foster child who lives with the employee;

e. a child for whom a judicial determination of support has been obtained; and/or

f. a child whose support the employee who is a parent or legal guardian makes a regular and substantial contribution.

ARTICLE 78 – Dependent Education at Non-CONUS Locations

Section 1. Unless prohibited by law, the Agency shall certify as eligible to attend the Department of Defense Elementary and Secondary Schools (DDESS) program the dependent children of all bargaining unit employees attaining school age currently assigned to any facility outside the Continental United States (CONUS) where the Secretary of Defense has determined, under their authority under 10 USC § 2164(a), that the appropriate educational programs are not available through the local educational Agency.

Section 2. Upon registration documentation of enrollment being provided to the appropriate Agency official, the Agency shall promptly make payment to the institution for tuition.

ARTICLE 79 – Wellness Centers and Physical Fitness Programs

Section 1. The Parties recognize that physical fitness programs and Wellness Centers contribute to increased productivity, reduced health insurance premiums, improved morale, reduced turnover, enhance the greater ability of employees to cope with stressful situations and increase Agency recruitment potential.

Section 2. By mutual agreement, the Parties may form a Wellness Committee at the local level. The committee should be formed so as to fairly represent all facility employees. The Union, at its election, may designate a representative to serve as a member of the committee.

Section 3. Access to wellness programs under this Article are available through the FAA WorkLife Program or its replacement. The Agency will provide an informational briefing to employees provided in collaboration with a bargaining unit member of the EAP committee on available WorkLife Programs on an annual basis. The Agency will provide the Union with notice of changes to the FAA WorkLife Program in accordance with Article 70, as appropriate.

Section 4. Employees may flex their work hours, use accrued credit hours, compensatory time off, annual leave, or any other leave, as applicable with the CBA, in order to use fitness centers or engage in physical fitness activities during the duty day.

ARTICLE 80 – Student Loan Repayment Program

Section 1. The Agency's Student Loan Repayment Program (SLRP) shall be administered in accordance with HRPM EMP 1.25.

Section 2. The purpose of the Program is to provide the Agency with the flexibility to attract candidates and retain employees to hard-to-fill or mission critical positions as defined in EMP 1.25.

Section 3. When the Agency seeks to offer student loan repayment to employees, the Agency

shall, provide notice to the Union at the National level and the opportunity to bargaining in accordance with Article 70 of this Agreement.

Section 4. Bargaining unit employees (BUEs) shall apply to the SLRP using Appendix V-2 "PASS Student Loan Repayment Application Form" electronically or via hard copy to their immediate supervisor.

Section 5. In addition to Appendix V-2, BUEs shall submit official student loan documentation from the loan holder/lending institution to their Line of Business/Staff Office point of contact which contains the information as outlined in Appendix V-1 "Type of Information Needed to Determine Eligibility for SLRP."

Section 6. Before any loan repayment may be made, a BUE shall sign the service agreement attached hereto as Appendix V-3 "PASS Student Loan Repayment Service Agreement."
Service agreements for BUEs shall require an agreement to serve a minimum of two (2) years. Extensions to the initial service agreement and additional extensions shall be one (1) year.

Section 7. If a BUE fails to satisfy the terms of their service agreement, other than due to separation in accordance with 5 USC § 8335(a), then the Administrator, or their designee, may waive, in whole or in part, the BUE's debt related to the payment of the student loan repayment if they determine that recovery would be against equity and good conscience or against the public interest. In making this determination, the Agency shall take into account consistency, fairness, and the cost to the taxpayer of recovering monies owed to the government.

Section 8. The Parties agree the service agreement requirements will be automatically waived and any resulting debt forgiven if the employee leaves the Federal service due to disability or a serious health condition.

Section 9. Funds available under Section 3 of this Article shall be equitably distributed among eligible and qualified employee applicants covered by this Agreement.

Section 10. The distribution of SLRP funds under Section 3 of this Article shall not result in an overpayment of outstanding student loan balances of eligible employees.

Section 11. Unless prohibited by law and upon the Union's request, the Agency shall provide the Union with a copy of the annual report under HRPM EMP-1.25.

Section 12. Every 90 days, if SLRP funds have been expended, the Agency shall provide the Union with a summary of funds expended under this program by Line of Business, facility, job series and title, and a calculation of the percentage of funds provided under the program to PASS bargaining units as compared to the Agency as a whole.

Section 13. Within thirty (30) days of the effective date of this Agreement the Agency shall provide the Union with the SLRP point of contact (POC) and shall provide the Union with any change to the SLRP POC during the life of this Agreement as soon as practicable after the change.

ARTICLE 81 – Transit Subsidies for Employees

Section 1. Transit subsidies shall be provided in conjunction with programs established by state and/or local governments as provided for in DOT Order 1750.1 and any subsequent changes to that order. The monthly benefit shall not exceed the amount established in these orders or the local monthly cost of public mass transportation, whichever is less.

Section 2. Employees using public mass transportation and vanpools are eligible to participate in transit subsidies. Only employees who are not named on a work-site motor vehicle parking permit with DOT or any federal agency, and who commute via public mass transportation and vanpools, may participate in this program.

Section 3. Headquarters employees shall request transit subsidy benefits using the HQ Transit Benefits online e-Application. All other employees shall request transit subsidy benefits using the TRANServe Electronic Application System.

ARTICLE 82 – Hardship Transfers

Section 1. The Parties agree to review transfer requests under hardship conditions in an open, fair, and expeditious manner and to resolve those requests in the best interests of the employee and Agency. This Article is not intended to address emergency situations that may occur, where the Agency determines that immediate action is necessary to protect the health and welfare of the employee and/or immediate family.

Section 2. Transfer requests under verified hardship conditions shall be classified in one of the following three categories (in order of priority):

I. **Medical:** The medical condition of the employee, the employee's spouse/domestic partner, or dependent children residing in the employee's household requires a geographical move from the employee's present duty station assignment to a geographical area deemed necessary to improve or maintain the health or receive health services.

II. **Dependent Parent:** Transfer of an employee to another geographical area, when the employee or employee's spouse/domestic partner is the primary caretaker of a dependent parent, or the medical condition of the parent requires the employee or employee's spouse/domestic partner to relocate. Not all situations of separation from parents will be considered a hardship.

III. **Dependent Child:** Transfer of an employee in case of an estranged family (e.g., divorce, military assignment, etc.) where dependent children are involved and the transfer of an employee to a different geographical area would allow the employee to maintain contact with their children. Not all situations of separation from children will be considered a hardship. In order to be considered, the geographical separation from the children must have been involuntary by the bargaining unit employee (BUE). Factors that should be considered are the length of time of separation, the age and health of the children.

All relevant factors shall be considered for each condition, but a minimum shall include:

a. whether the employee previously used this issue as a hardship;

b. the distance and ease of commute; or

c. other unique circumstances.

In order to effectively comply with the intent of the definition of a geographic area, employees must provide a list of all facilities and/or cities that will meet the needs of their specific hardship. Placement is allowed in a position at the same or lower level.

Section 3. An employee requesting a hardship transfer shall submit a written request to their current manager. The request shall include at least the following:

a. a statement that the employee is requesting a Hardship Employee Request for Reassignment (ERR) in accordance with the ERR procedures and this Article;

b. the position(s), level(s), and geographical area(s) the employee is requesting;

c. the reason(s) justifying the hardship need and all supporting documentation;

d. FAA Form 3330-42 Request for Consideration and Acknowledgement;

e. a resume;

f. a statement that the employee understands that this hardship transfer is primarily in the interest of the employee and relocation is at no expense to the Government; and

g. a statement from the employee authorizing the Parties to contact the appropriate sources as applicable to the request for the purpose of validating or clarifying any supplied documentation.

Section 4. Local Review: The Parties at the local level shall meet within fourteen (14) calendar days of submission of the hardship transfer request to accomplish the local review process. They will ensure that the request falls in one of the three categories eligible for hardship consideration and that the appropriate documentation is provided. Requests that clearly fall outside the identified hardship categories or those requests which do not include supporting documentation will be returned to the employee with an explanation of the denial and information that the employee can file an ERR through the normal process. For all other requests, they will make recommendations and forward an entire package to the Parties at the District or equivalent organizational level of the facility where the hardship request originated. This should normally be accomplished within seven (7) calendar days of making the determination.

Section 5. Originating District or Equivalent Review: The Parties at the originating District or equivalent organizational level shall review the employee's package and the recommendations

made at the local level and make their own determination as to whether the hardship condition is bona fide. This review should normally occur within fourteen (14) calendar days of receiving the package. If they determine that the hardship condition is bona fide they shall, within seven (7) calendar days of making the determination, forward the entire package to the Parties at the District or equivalent organizational level of the target facilities if other than their own, along with a written statement recommending approval of the transfer due to a bona fide hardship condition. Should the Parties at the originating District or equivalent organization level in this Section fail to reach agreement on the determination as to whether the hardship condition is bona fide, the hardship request is denied, and the employee will be advised that they may pursue transfer under the ERR process. If the transfer is recommended by the originating District or equivalent organizational level the employee's hardship package will be forwarded to the target District or equivalent organizational level.

Section 6. Target District or Equivalent Review: The Parties at the target District or equivalent organizational level are required to "date/time stamp" all hardship applications upon receipt and shall review the employee's package and the determinations made at the facility and the originating District or equivalent organizational level. This review is not to determine whether the condition is bona fide but is to determine placement of the requesting employee. This review should normally occur within fourteen (14) calendar days after receiving the package.

If multiple requests are competing for a single vacancy, they will be accommodated on a first come, first served basis, based on the "date/time stamp" data.

The Agency will make every reasonable effort to accommodate the employee's transfer if the employee is otherwise qualified for the position.

The originating facility will not unreasonably delay the employee's release.

If the transfer is denied, the target District or equivalent organizational level shall forward a written justification to the originating District or equivalent organizational level along with a list of all alternative facilities in the geographical area which could possibly fit the needs of the affected employee. If the employee does not accept one of the alternatives, the response shall be documented and placed in the employee's hardship request file. The file will remain active in accordance with Section 7 of this Article.

Section 7. Applications accepted as a bona fide hardship request under this Article which the Agency cannot accommodate due to staffing, will remain active for a period of fifteen (15) months from the date of final determination and will be reviewed every six (6) months by the Parties at the target district or equivalent organizational level. After each six (6) month review, a notice will be sent to the employee regarding the disposition of the request. After fifteen (15) months, the application and all associated documentation will be properly discarded.

Section 8. Transfers under this Article shall not be constrained by any release policies; however, release under this Article shall not negatively impact employees who have already received release dates. Transferred employees under this Article shall not be eligible to receive any permanent change of station benefits.

Section 9. Grievances arising under this Article shall be submitted in writing beginning with Step 2 of the grievance procedure set forth in Article 5.

ARTICLE 83 – Reassignments Initiated by Employee

Section 1. An employee may initiate a request for reassignment to bargaining unit positions outside of the announced vacancy process. Requests may be for all positions and may involve a move from one geographic location to another. Consideration shall be given to such requests according to the needs of the Agency. The employee shall not normally be eligible to receive any permanent change of station (PCS) benefits unless the selection was made in conjunction with a vacancy announcement where PCS benefits were authorized. In that case, the individual requesting voluntary transfer shall be entitled to the same benefits as advertised on the vacancy announcement.

Employees who are seeking a 2101 job series position within Technical Operations will log into USA.JOBs/AVIATOR and fill out the required Employee Request for Reassignment (ERR) package and identify all the geographic locations they are interested in being considered. Employees may use their ERR submission through USA.JOBS/AVIATOR at any time to make changes. Any updates submitted via USA.JOBS/AVIATOR will automatically cancel previous submissions. The updated ERR submission will remain on record for 15 months from the date of that update.

All other employees shall submit the following forms to the appropriate Human Resource Management Division:

a. cover letter stating: “Filed in accordance with Employee Requests for Reassignment (ERR) for ____ position at (name of facility/office)”;

b. a personal resume; and

c. any other documents that may be required to demonstrate the employee’s eligibility and qualifications for the position to which the employee is requesting an ERR.

Any employee in any series has the discretion to submit the reasons for the request to management at the receiving office.

Upon receipt of the package the receiving office will advise the employee that they have received their request. The application shall remain on file for fifteen (15) months from receipt.

Section 2. Applications submitted in accordance with Section 1 will be treated equally to applications, which are submitted under any subsequent internal vacancy announcement for that specific position. The Agency will consider an ERR prior to making a selection.

Section 3. If the Agency makes a selection from employees who have submitted an ERR, the Agency shall, upon request, make available the following information to employees not selected:

a. whether the employee was considered for the position and, if so, whether they were found eligible on the basis of the minimum qualification requirements for the position;

b. whether the employee was one of those in the group from which selection was made; i.e., one of the best qualified candidates available and appeared on the list made available to the selecting official;

c. any record of formal or informal supervisory appraisal of past performance used in considering the employee for the position;

d. who was selected for the position; and

e. in what areas, if any, the employee should improve to increase their chances for future selection.

Section 4. Employees may arrange mutual reassignments with employees of equal grade/pay band, job series, and qualifications. Employees may arrange mutual reassignments with employees who have previously held an equal grade/pay band on a permanent basis, unless the downgrade was for cause or performance. Such mutual reassignments are subject to the approval of the Agency.

Section 5. Union representatives serving in an elected capacity while on official leave of absence shall be treated equitably.

ARTICLE 84 – Duty Location of Preference for Airway Transportation Systems Specialists

Section 1. An employee who has completed a minimum of ten (10) years at the journey level at their duty location shall be considered to have achieved priority bid status for ingrade/downgrade internal vacancy announcements for H-Band bargaining unit positions for which they are qualified. Eligible employees who submit an application consistent with this Article shall be given priority consideration for the vacancy. Applications shall include a cover letter stating: “Filed in accordance with Article 84, PASS/FAA ATO Agreement.”

Section 2. Release dates are subject to the staffing requirements of their current workplace as well as the needs of the target workplace. The Agency will make reasonable effort to provide a release date within six (6) months of selection. If a six (6) month release date is not practicable, the Agency shall propose a fixed date that the employee may accept or decline.

Section 3. Nothing is this Article shall be interpreted as affecting management’s right to fill vacancies from any appropriate source.

ARTICLE 85 – Parking

Section 1. Parking accommodations at FAA occupied buildings and facilities shall be governed

by applicable laws and regulations. This space shall be equitably administered among employees in the bargaining unit. There shall be adequate parking spaces at each facility where there are employees with bona fide physical handicaps.

Section 2. At parking facilities under control of FAA, the Agency shall establish procedures, which will allow employees to enter and exit freely without requiring them to wait unreasonably.

Section 3. At those Agency owned or leased parking areas in locations of known sustained low temperatures, zero (0) degrees Fahrenheit or below, the Agency agrees to provide and maintain an adequate number of outdoor electrical outlets for use of the bargaining unit employees. Where outdoor electrical outlets are provided, the Agency shall ensure that the outlets are activated at temperatures of twenty (20) degrees Fahrenheit or below. This provision shall also apply to any future acquired parking areas.

Section 4. When the temperature at a location is less that ten (10) degrees Fahrenheit, the Agency may allow an early vehicle start.

Section 5. When a parking space is reserved for the facility/office manager, a comparable space shall be reserved for the Union representative.

Section 6. When parking is under the Agency's control, every reasonable effort shall be made to provide safe and appropriately lighted, adequate parking at no cost to the employee. The Agency agrees to exercise reasonable care in maintaining the security of the area and vehicles, to the extent of its authority. When parking is not under the control of the Agency, every reasonable effort will be made to obtain parking as close to the facility as possible.

ARTICLE 86 – Dress Code

Section 1. Bargaining unit members shall groom and attire themselves in a neat, clean manner appropriate to the conduct of Government business. The Parties recognize that geographical dress customs vary and may be considered. The Agency allows for the wearing of hats/head coverings.

Section 2. Neckties are not mandatory, except in special identified circumstances in the Flight Program Operations bargaining unit.

Section 3. Grooming and attire shall adhere to all safety requirements in accordance with applicable safety regulations.

Section 4. The display and wearing of Union insignias such as pins and pocket penholders shall be permitted. Apparel shall not be considered inappropriate because it displays the Union logo or insignia.

ARTICLE 87 – New Facilities, Current Facility Expansion/Remodeling, and Office Moves/Relocations

Section 1. Policies and procedures regarding space management shall be in accordance with this Agreement and FAA Order 4665.4B, FAA Administrative and Technical Space Standards.

Section 2. Concurrent with the request for the approval of funding to build or lease a new facility, combine several functions at a newly acquired location, or expand and/or remodel an existing facility where employees will be affected, the Union shall be notified in writing at the appropriate level. The Parties recognize the importance of the early and open exchange of information, and therefore, will discuss issues prior to the Agency's final decision on actions to be taken. The Parties may form a workgroup in accordance with Article 100 Collaborative Committees and Workgroups to address issues related to this section.

Section 3. At a mutually agreed upon time after the signing of this Agreement, the Agency will brief the Union at the national level of any projects currently planned and/or under construction or being implemented.

Section 4. Workspace configurations, to include floorplans, personal workspace assignments, and the usable square footage of personal workspace will remain unchanged in existing offices/facilities, unless the Agency deems it necessary to repurpose the existing space or the existing space no longer meets the needs of the organization.

Section 5. The Union at the appropriate level will be promptly notified under Article 70, as appropriate, when the Agency has approved the project implementation plan(s) for the new facilities or current facility expansion/remodeling where employees will be affected. The Parties at the appropriate level will engage in negotiations including but not limited to the allocation of space and workstations:

a. For employees who have been approved for routine telework, the following parameters will be used for workstations at new facilities, current facility expansion, and when space is available for current facility remodeling:

1. **Standard Workstation.** Employees assigned to the facility/office who are regularly scheduled to be in the office six (6) or more days in a pay period shall be assigned a standard workstation, sixty-four (64) usable square feet in size, which is a non-shared space assigned to one employee.

2. Employees who are regularly scheduled to be in the office less than six (6) days in a pay period will be assigned a workstation defined as:

   (a) Touchdown Workstation. An activity-based workspace, thirty-two (32) usable square feet in size, typically laptop-focused;

   (b) Hoteling Workstation. A shared / non-dedicated, non-permanent workspace, at least thirty-two (32) but not greater than sixty-four (64) usable square feet available

on an “as needed” basis and reserved by an employee.

These workstations will be equipped with the standard office technology (e.g., telephone or its equivalent, laptop connections, necessary power outlets). The hoteling workstation will have at a minimum a chair, monitor, docking station, keyboard, and mouse.

b. Any agreement must ensure that the number of available alternate forms of workstations is adequate for the total number of employees who may report to the office. The agreement must also ensure that the Agency assigns adequate individual storage space to all employees. Space permitting, employees may be assigned an enclosed office space.

c. At locations where suitable unused space exists, workstation size may be increased. If existing workstations are unused and available, the Parties at the Local Level may negotiate the assignment of standard workstations to employees. To the extent practicable, access to natural light from windows shall not be compromised by the placement of conference rooms, storage rooms, or hard-walled offices.

d. To the maximum extent practicable, the Agency will maintain the current workspace allocation for employees within their designated duty locations.

Section 6. When the Agency has made a determination to renovate, remodel, or alter the utilization of workspace controlled by, or shared with, another Line of Business or Service Unit, in facilities where PASS bargaining unit employees (BUEs) are assigned, the Agency will promptly convene a planning meeting and invite the Union. The purpose of the meeting is to share information and allow the participants to share any concerns they have about the planned changes. This section is in addition to any requirement the Agency may have to provide the Union with a notice pursuant to Article 70.

Section 7. If an employee’s telework agreement changes, such that the employee is required to be in the office fewer or more days, they will be provided a workspace in accordance with this Agreement.

Section 8. The Union shall have the right to have a member on any local committee dealing with facility services, if such a committee exists or is established, and participate in accordance with applicable law or regulation.

Section 9. The Agency will provide and maintain a microwave oven and a refrigerator at the following facilities:

a. all permanent duty stations;

b. long range radars:

c. Alaskan remote hub facilities;

d. other remote locations with meal preparation and storage space where employees are frequently required to work for significant periods of time; and

e. other locations where they are currently provided by the Agency.

At permanent duty stations with more than one hundred (100) employees, the agency will provide an additional microwave oven and a refrigerator. At permanent duty stations and other locations with more than two hundred (200) employees, the Agency shall provide a reasonable number of microwaves and refrigerators to accommodate the additional employees.

Section 10. The Agency's break room space allocations at new and/or remodeled facilities are made primarily in remote locations where the construct of the facility is within the control of the Agency, and where snack bars, cafeterias, restaurants, etc. are not readily available. When a break room is provided, it will contain at least a microwave oven and refrigerator, sink with hot and cold water and disposal in a base cabinet, kitchen cabinets, counter space of at least four (4) feet, and sufficient electrical outlets.

Section 11. A coffee maker will be provided at all permanent duty stations, except when specifically prohibited by food service contractual requirements.

Section 12. The Agency will continue to provide ice makers where they currently exist.

Section 13. Locations with water fountains that currently are equipped with water bottle filling stations will continue to be maintained as such. All future modifications or installations of water fountains will include the addition of a water bottle filling attachment.

Section 14. The Agency shall maintain operational, clean, and adequately stocked restrooms at all of its permanent duty stations.

Section 15. At facilities with kitchens, the Agency shall maintain an adequate stock of cleaning supplies.

Section 16. At permanent duty stations where proceeds from vending and recreational machines do not go exclusively to the contractor, the Union shall have the right to designate a representative on the employee committee overseeing the distribution of those proceeds.

Section 17. In the event the Agency reassigns employees either individually or in a group to a different workspace, the Agency will notify the Union in accordance with Article 70, as appropriate. Notice to the Union under this Section will include the following information:

a. floor plans showing pre- and post-move location of all workspaces designated as bargaining unit spaces;

b. a list of all BUEs to be moved; and

c. the projected date of the move.

Section 18. Placement of employees within FAA facilities will be based on the Agency's identification of a need for co-locating work units, if any. Specific assignments of employees to Agency designated bargaining unit workspaces will be in accordance with the agreement of the Parties at the local level.

Section 19. If the Agency proposes changes to FAA Order 4665.4, Federal Aviation Administration (FAA) Administrative and Technical Space Standards, notice will be given to the Union as provided in Article 70, as appropriate.

Section 20. When an employee takes a permanent or temporary position in excess of thirty (30) days outside the bargaining unit covered by this Agreement, if requested by the Union, the employee shall have their cubicle reassigned to a BUE in accordance with this section.

Section 21. The Agency will provide affected employees with moving boxes for their use in moving their business and personal items. The Agency will physically move the packed boxes of business items to the new location. The employee is responsible for packing and moving personal items to the new location. The Agency will not be responsible for damage or loss to any personal items packed in the boxes. Affected BUEs will be afforded up to eight (8) hours to pack and unpack. The Agency will transfer telephone service and move computers to the new location.

Section 22. Any other issues concerning office moves, relocations, and cubicle/office assignments not already covered by this Agreement shall be subject to negotiation under Article 70, Midterm Bargaining, as appropriate.

ARTICLE 88 – Personal Property Claims

Section 1. As specified in FAA Order 2700.14B, dated 12-19-83, employees may make claims for damage to or loss of personal property resulting from incidents related to their performance of duties. The Agency agrees to assist a claimant in the proper filing of any such claim.

ARTICLE 89 – Remote Work

Section 1. Policies and procedures regarding Remote Work that are not covered in this Article shall be in accordance with HRPM WLB-12.14, Remote Work Arrangements, and other applicable directives. The Parties agree that employees may request Remote Work in accordance with this Article.

Section 2. For the purposes of this Agreement, the following Definitions apply:

a. **Remote Work** is a workplace flexibility in which an employee, under a written Remote Work agreement, is approved to perform work at an official worksite, for example a residence, that is not an Agency worksite on a regular and recurring basis.

b. **Official Worksite.** The official location of an employee's position of record where the

employee's work activities are based, as determined by the Agency. The physical location of the official worksite determines the Official Duty Station (ODS) as identified on the SF-50, blocks 38 and 39.

Section 3. An employee's participation in a Remote Work arrangement is voluntary. The Agency may not compel an employee to participate in a remote work arrangement, even if it determined that the duties of the position can be performed full-time at an alternative worksite.

As such, Remote Work is appropriate under the following conditions**:**

a. An employee requests a Remote Work arrangement and it is approved by the Agency; or

b. A position is identified as Remote Work eligible at the time of recruitment or selection.

c. A position previously designated as ineligible for Remote Work is re-evaluated and determined to be eligible for Remote Work.

Employees must submit a written request to participate in a Remote Work arrangement to their first-level manager or designee, who will conduct an initial review. The Agency's approval/disapproval will be based on the criteria established in Section 5 of this Article.

Section 4. Any changes to the employee's worksite must be requested in advance and approved by the Agency.

Section 5. Decision-Making Criteria. Prior to approving Remote Work, the Agency must consider:

a. if there is an adverse agency impact on the administrative/operational functions of the organization, to include the delivery of quality stakeholder service, and

b. Cost considerations and the potential personnel and organizational implications, including:

1. Changes in locality pay,

2. Cost associated with travel expenses, and

3. Imminent Agency-directed changes to the official worksite (including potential permanent change of station costs).

Section 6. Remote Workers may telework in accordance with Article 37.

Section 7. Employees will be informed of the final decision regarding their Remote Work request in a timely manner, but not more than thirty (30) days from the request. Upon request, the employee will be provided the basis for any denial.

Section 8. Any Agency initiated changes to Remote Work, including changing the form and/or

information an employee is required to submit when requesting a Remote Work agreement, or the method by which the request is submitted, for requesting Remote Work, shall be handled in accordance with Article 70, as applicable.

Section 9. Remote Workers will be treated equitably in the application of Agency policy and as compared to non-Remote Workers will be treated equitably with respect to:

a. formal feedback discussions (e.g., Mid-Cycle Progress Review, End-of-Year Performance Summary);

b. training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees; and

c. the quantity, quality, and timeliness of work assignments.

Section 10. The payment and entitlement of any travel costs or changes to ODS will be in accordance with this Agreement, including Article 99 and the Agency Policy, including but not limited to the FAATP.

Section 11. Any changes to or terminations of a remote arrangement will be based on the criteria established in Section 5 of this Article or based on a request by the BUE. No agency-initiated changes to or terminations of a remote work arrangement will occur prior to thirty (30) days from notification to the maximum extent practicable.

Section 12. A remote worker will be treated the same as other non-remote work employees with regards to excused absence except for when related to delayed openings, early releases, or office closures because of inclement weather or other unusual situations.

Section 13. Within thirty (30) days of the effective date of this Agreement, the Parties will meet to collaboratively review the current status of employees to determine if they are Remote Workers as defined under this Article.

ARTICLE 90 – Maintenance Data Terminals

Section 1. Maintenance Data Terminals (MDTs) are government computers and are provided to bargaining unit employees (BUEs) for official use only. MDTs may be used for the following activities:

a. automated logging;

b. remote maintenance monitoring and control;

c. access to the FAA Intranet;

d. access to FAA email;

e. as test equipment for performing certifications, remote maintenance, etc.;

f. as a training medium;

g. administrative work associated with maintenance of the NAS;

h. representational duties in accordance with this Agreement; and

i. any other work activities assigned by the Agency.

Section 2. All BUEs who are assigned an MDT will have access to directives relating to MDT use, Internet policy and misuse, and security of government property, including but not limited to:

a. FAA Order 1370.121, FAA Information Security and Privacy Policy;

b. FAA Order 4600.27, Personal Property Asset Lifecycle Management;

c. HRPM ER-4.1, Standards of Conduct; and

d. FAA Order 6000.15, General Maintenance Handbook for NAS Facilities.

Section 3. In the event the Agency decides to install GPS capabilities in the MDTs, the Agency will provide the Union with notice and an opportunity to bargain as appropriate.

Section 4. The Parties agree to continue working through the established MDT workgroups until a final outcome is achieved as outlined by each of the workgroups. The current workgroups shall be assigned by the Agency to consider the addition of cellular connectivity and implementation in all future MDT models.

ARTICLE 91 – Required Equipment

Section 1. Where not addressed elsewhere in this Agreement, the Agency shall determine and provide an employee the equipment required for the safe, successful, and efficient accomplishment of the work assigned. The employee is responsible for appropriate and proper use, maintenance, and safeguard of equipment supplied by the Agency.

Section 2. Employee Equipment Request.

a. At least annually during the month of March, and more frequently if necessary, employees shall provide a list of their equipment needs, including justification, to their first-level manager for consideration by the Agency. Any request for equipment will be approved/disapproved based on business needs, including, but not limited to whether the item(s) requested is necessary to perform the duties assigned.

b. The first-level manager and the employee shall discuss the requested equipment. Thereafter, the Agency shall make a determination as to the validity of the need and

issuance of the equipment. If the employee's request is denied, the employee may request the reasons for the denial in writing. The employee may ask for a review of the denial by the next higher level management official.

Section 3. Employee IT Equipment. Employees will be provided a basic issue IT equipment package and devices in accordance with their job requirements.

Section 4. Any employee who conducts work on an airfield will be provided access to safety equipment, including but not limited to safety reflective vests, radio, and beacon lights.

ARTICLE 92 – National Airspace System (NAS) Technical Data and Directives

Section 1. The Agency shall provide bargaining unit employees (BUEs) access to current manuals for all equipment in the NAS, commensurate with their appropriate work situation. Manuals will be provided in the current media of exchange, i.e., CD, Intranet/Internet, hard copy, etc.

Section 2. The Agency will ensure that the Union's national office is provided electronic access to NAS technical data and directives commensurate with the access and information available to BUEs.

Section 3. The Parties recognize that in some instances a more detailed description may be required to fully understand the extent of the data provided. In such cases, the Agency, upon request, may provide the Union at the national level with the Agency's Impact and Implementation Evaluation Information Sheet, or equivalent, for the change to the NAS system and directives. If the Union's request is denied, the Agency will provide a written explanation for its decision.

Section 4. The Agency will notify the Union at the national level quarterly when changes are made to restoration response codes for equipment maintained by BUEs. Such notification of the change of any response codes will include information as to whether the change was reviewed by a Safety Risk Management Panel.

Section 5. The Union will be able to designate a representative to any Aviation Safety Risk Management Plan convened to review changes to maintenance handbooks or technical instructions. PASS or BUEs may submit comments on any changes through the Maintenance Technical Handbook (MTHB) Feedback tool. The Agency will review and resolve any comments through the MTHB Feedback tool.

ARTICLE 93 – Technical Inspection Reports

Section 1. The Agency agrees to provide an electronic copy of facility technical inspection reports to the Union representative at the first and second levels upon request by the Union.

ARTICLE 94 – On-the-Job Training

Section 1. On-the-job training instructors (OJTI) will be compensated with premium pay at the rate of ten (10) percent of the applicable hourly rate of adjusted base pay times the number of hours and portions of an hour during which the employee is providing formal on-the-job training (OJT) and certification examinations.

Section 2. OJT instruction shall be considered formal when administered by an OJTI deemed qualified by the Agency; and

a. the OJT is being given pursuant to an OJT plan developed and approved by the Agency on a system/service as contained in FAA Order 3000.57; or

b. when Flight Program Operations aircrew members conduct airborne mission/aircraft training or evaluation. Premium pay will only be paid for airborne hours annotated on the Daily Flight Log (DFL).

Section 3. In the event the Agency at the national level determines that certain OJT assignments not covered by this Article are eligible for OJT premium pay, the Agency will notify the Union at the national level of its determination. Annually, the Union at the national level may submit written recommendations concerning additional OJT assignments that it believes should be considered appropriate for premium pay. The Agency agrees to review the Union's recommendations and advise the Union of the results of its review.

Section 4. OJT pay will be paid in addition to any other authorized premiums. OJT will only be paid for those hours when OJT is being provided as identified above.

Section 5. The Agency agrees to supply a current list and updates of all OJTIs to the local Union representative.

Section 6. Employees who are not selected to be an OJTI, upon request, shall be advised in writing of the reasons for non-selection. When applicable, specific areas the employee needs to improve to be considered for an OJTI position shall be identified.

Section 7. Based on staffing and workload, and mission requirements, OJTI assignments will be made to OJTIs in a fair and equitable manner.

ARTICLE 95 – Training

Section 1. Training shall be administered in accordance with FAA directives and this Agreement.

Section 2. The Agency determines individual training methods and needs and mode of delivery. Employees will be given the opportunity to receive training in a fair and equitable manner without regard to race, color, sex, religion, national origin, age or sexual orientation. FAA sponsored programs are limited to the training of employees in the performance of their official duties and

training which is not otherwise available for the development of specialized skills, knowledge and abilities necessary for the performance of their official duties.

Section 3. Employees may request refresher courses in areas where they previously received training. Refresher training shall be administered in accordance with FAA policy. This request for training may also be made in areas where training was received at least one year prior to the new equipment being installed at their facility. The purpose of this requested training is to increase proficiency and continued excellence within their fields. Employees may also request to receive training in areas in which they are not currently specialized. All training requests are subject to supervisory approval and budget.

Section 4. When the Agency determines that training is required, employee assignments will be guided by the following factors:

a. established training prerequisites;

b. employee job qualifications;

c. employee job performance;

d. employee career development needs;

e. employee availability;

f. workload assignments; or

g. new technologies or changes to existing technologies and their applications.

In the event all factors are equal, service computation date (SCD) seniority will be used to make the selection. In the event of identical SCDs, FAA seniority will prevail.

Section 5. The Agency shall notify employees selected for training as far in advance as possible and will consider the employee's request for attendance at another time.

Section 6. The Agency shall normally notify the employee at least sixty (60) days prior to the starting date of resident or any other training requiring travel and per diem.

When at least sixty (60) days' notice is not given and more than one equally qualified candidate is available for selection, candidates may ask to be excused provided the facility quota is filled and the Agency intends to train more than one candidate.

However, an employee who is given less than twenty (20) calendar days' notice of assignment to a course requiring travel and per diem of more than two (2) consecutive weeks' duration will have the right to refuse to attend that particular course or courses if an equally qualified candidate is available for selection.

Section 7. It is recognized that training may be impacted by the environment in which it is accomplished. Therefore, the Agency will endeavor to provide an environment conducive to the learning process. Subject to staffing and workload, BUEs engaged in training shall be relieved from shift coverage concurrently with their training assignment.

Section 8. The Agency will make a reasonable effort to assure that employees enrolled in job required virtual or distance learning will be relieved of other duties while directly engaged in the training.

Section 9. Annual leave of five (5) days or more which has been approved and scheduled in advance shall not be canceled to accommodate attendance at a training course, unless that employee's attendance at the training is required for the necessary functioning of the Agency.

Section 10. Revocation of certification authority will be administered in accordance with FAA Directives, including but not limited to FAA Order 3000.57. The employee shall be provided with a copy of and have an opportunity to discuss with their immediate supervisor, the information used in making the determination to revoke the certification. Any required retraining shall be in accordance with FAA policy and this Agreement.

Section 11. Pending the availability of funds, the Agency may establish outside career development training programs to support employees pursuing academic degrees that support specific organizational and mission related requirements.

All programs are subject to the provisions of HRPM TDS-5.2 Talent Development – Administration and will be administered in a fair and equitable manner.

Section 12. Electronic-Learning Management System (eLMS) training shall be administered in accordance with FAA directives and the CBA. BUEs shall be provided adequate time to complete any eLMS training. If a BUE believes they do not have adequate time to complete training or if it impacts their ability to perform other work requirements, employees have the right to notify their manager.

Section 13. The Agency supports career development of its employees. Employees and their first-level manager are encouraged to collaborate in developing an Individual Development Plan (IDP) in conjunction with the employee's annual performance plan. Employees who are interested in developing an IDP are encouraged to use the available training tools contained in eLMS or its equivalent. A learning plan may include job and career-related learning needs and strategies to enhance organizational performance. This may include job shadowing, mentoring opportunities, or other similar training.

Section 14. If a BUE is assigned work for which they believe they are not properly trained, they have the right to notify their first-level manager. Should the Agency later propose disciplinary or performance action on the basis of the actions or inactions of the employee, an assertion of lack of applicable training may be considered as a mitigating factor.

Section 15. Training assignments will be conducted on duty time. These assignments may include but not limited to electronic Learning Management System (eLMS), BlackBoard, and

Correspondence Study. Assignments may be completed while the employee is in a telework status.

ARTICLE 96 – Voluntary Study

Section 1. Employees may voluntarily enroll in FAA directed study courses designed to improve their work performance, expand their capabilities, and increase their utility to the Agency. Through the FAA Academy, employees may participate in a multi-disciplined approach to distance learning, which includes Web-based training, such as courses offered in the electronic Learning Management System (eLMS) or correspondence courses. The Agency may allow employees to devote duty time, including telework, to the study of these courses.

ARTICLE 97 – Travel and Per Diem

Section 1. Unless otherwise specified in this Agreement, reimbursement for travel expenses shall be in accordance with the FAA Travel Policy (FAATP).

Section 2. The employee and management will discuss the most appropriate method(s) of accomplishing travel. Management has the authority to determine what the most advantageous method of travel will be. The employee will document these methods in the travel authorization. Approval by management of the travel authorization will constitute approval of the proposed methods of travel and associated expenses.

Section 3. Notice of Travel. To the extent practicable, the Agency shall provide employees a minimum of thirty (30) days' notice of the beginning and end dates of temporary duty (TDY) location assignments and any interruption of TDY assignments. The Parties recognize that in some instances employees whose normal work assignments include short notice travel may not receive thirty (30) days advance notice.

Section 4. Travel Scheduling. To the maximum extent practicable, the Agency shall schedule the time to be spent by an employee in a travel status away from their official duty station within the regularly scheduled workweek of the employee. When travel must be accomplished outside of the employee's regularly scheduled tour of duty, the Agency shall record its reasons for scheduling travel during non-duty hours and shall furnish a copy to the employee upon their request. Employees shall be compensated in accordance with this Agreement.

Section 5. **Travel Arrangements.**

a. When making travel arrangements, an employee shall have the option of utilizing the government-contracted travel agent or contacting the airline, hotel and/or rental car services directly.

b. Employees shall be provided adequate duty time to make their travel arrangements within a reasonable time after receiving the travel assignment.

Section 6. Rest Period Authorization.

a. Non-Training Related Travel. When travel between duty points is separated by more than two (2) time zones, and at least one duty point is outside the forty-eight (48) contiguous states (CONUS), a rest period not in excess of twenty-four (24) hours shall be authorized if the scheduled flight time (including stopovers) exceeds twelve (12) hours by a direct or usually traveled route.

b. Training Travel from Alaska, US Pacific Territories, and Hawaii. Staffing and workload permitting, the Agency will authorize employees traveling from Alaska, US Pacific Territories, and Hawaii to arrive at the training location at least sixteen (16) hours prior to the start of training, based upon the airlines' most expeditious published schedule. This may result in a rest period in excess of twenty-four (24) hours. To the maximum extent practicable, the Agency will not require overnight travel. This Section does not apply to an employee whose route includes an intermediate CONUS destination, or who elects overnight travel.

Section 7. Travel Modification. Travel modifications under this Section are separate and apart from reasonable accommodations required in accordance with the Americans with Disabilities Act of 1990 (ADA), as amended by the ADA Amendments Act (ADAAA) of 2008 and as incorporated/applied to Federal Employees by Sections 501 and 505 of the Rehabilitation Act of 1973.

a. The Agency will evaluate a request for reasonable travel modification from an employee with a special physical need.

b. Such need must be either clearly visible or discernible, or substantiated in writing by a competent medical authority.

c. When the Agency determines that a special physical need exists, the Agency will pay any expenses deemed necessary by the Agency to accommodate the need.

Section 8. Travel Cancellation/Interruption. When an employee obtains lodging in accordance with the FAATP and associated travel is curtailed, canceled, or interrupted, the Agency will pay expenses that are not refundable if the employee acted reasonably and prudently in incurring the expense. Acting reasonably and prudently may require the employee to seek a refund or otherwise to minimize the cost.

Section 9. Cost Comparison.

a. When completing a cost comparison, the employee will utilize the non-restricted government fare under the City Pair Program (YCA).

b. When such fare does not exist, a cost comparison will be done in accordance with the FAATP.

Section 10. Travel by Other Than Common Carrier.

a. At the request of the employee, travel by other than common carrier may be authorized.

b. For the purposes of this Article, common carrier mode of transportation is the most advantageous mode of transportation for travel in excess of four hundred twenty-five (425) miles and must be used when it is reasonably available.

Section 11. Enroute Travel Subsistence. In determining allowable enroute travel per diem for TDY assignments, the Agency will use an average rate of four hundred twenty-five (425) miles per day of travel. For change of station, an average rate of three hundred fifty (350) miles per day of travel will be used.

Section 12. Privately Owned Vehicle (POV) Reimbursement. Mileage reimbursement for a POV shall be paid in accordance with the applicable mileage allowance determined by GSA and set forth in the FAATP. There will be no undue delay in implementing changes to the GSA mileage allowance.

Section 13. Use of POV for Training.

a. At the request of the employee, use of a POV shall be authorized when travel is four hundred twenty-five (425) miles or less to the training location.

b. Subject to staffing and workload, an employee otherwise authorized air carrier transportation under this Article may elect to use a POV for travel to and from training.

c. An employee who elects and is authorized to use a POV for travel to training will be granted up to one (1) day for travel each way.

Employees who are authorized use of a POV are eligible to receive local mileage at the TDY location in accordance with the FAATP. Local mileage at the TDY location will not need to be included for the purposes of cost comparison. Employees who are authorized air carrier, but who elect to use a POV are not entitled to local mileage while at the TDY location in accordance with the FAATP.

d. Reimbursement for per diem will be consistent with the FAATP.

e. Reimbursement of allowable expenses shall be made consistent with a cost comparison of the lesser amount of paragraph 1 or 2 below as follows:

1. Cost of common carrier transportation, standard fees in addition to airfare, transportation to and from the airport, checked bag fees, and the cost of the rental car for the term of the training; or

2. POV mileage from and to their residence to the training location.

f. Employees shall not be required to use POV for purposes of reaching the TDY location.

g. When authorized a rental car and an employee has an exceptional need to transport members of their immediate family within the local area of the FAA Academy due to compelling personal circumstances which require such need, the employee will inform their immediate supervisor of such need prior to departure and may request, in writing, authorization for reimbursement for use of a POV.

1. The Agency shall make a determination as to the validity of the employee's need. The Agency may request additional information from the employee for the purpose of validating or clarifying their need.

2. If the Agency determines the need is valid, the employee, upon request, will be authorized use of a POV, which will be considered the most advantageous mode of transportation for the training assignment.

3. If the Agency determines the need is not valid, the reasons for the denial shall be provided in writing as soon as possible.

4. For employees traveling by common carrier, an employee may elect to secure a rental car using personal funds. In such cases, reimbursement will be limited to local POV mileage in accordance with the FAATP.

5. Alternatively, the Agency may reschedule the training, to the extent practicable.

6. Reimbursement under this Section will be at the "GOV not available" mileage rate.

h. Unless prohibited by law, in the application of the FAATP to the provisions of this Section, the definition of "immediate family" as set forth in the glossary to this Agreement shall be applicable.

Section 14. Recreational Vehicle (RV) Usage. Upon request and in accordance with Section 2 of this Article, employees shall be authorized the use of portable dwellings, such as a RV. Notwithstanding the provisions contained in the FAATP, an employee's allowable lodging costs shall include other reasonable and customary fees normally charged at an RV facility.

Section 15. Rental Cars.

a. General. The Parties recognize that rental cars secured using government funds are to be used for official business only, and that only government employees and contractors supporting the Agency can be passengers in such vehicles.

1. When an employee is accomplishing official travel, rental car fees for automatic toll system transponder and reasonable toll fees shall be reimbursed in accordance with the FAATP.

2. Employees will be reimbursed for collision damage waiver or theft insurance when traveling outside CONUS and such insurance is necessary because of rental or leasing agency requirements, foreign statute, or legal procedures could cause extreme difficulty for an employee involved in an accident. This reimbursement must be authorized in advance.

b. Training. The Agency recognizes the need for local transportation for employees assigned to training; therefore, the use of a rental car at a training site will be authorized where appropriate.

1. The use of a rental car at a training destination will be authorized when the employee uses common carrier transportation for travel to attend training.

2. The use of anything other than a compact/economy class car must be preapproved and justified on the employee's travel authorization.

3. Rental cars shall be obtained from rental car companies identified on the Defense Travel Management Office (DTMO) contract unless otherwise approved in advance.

4. When a rental car is authorized, the Agency shall reimburse fuel expenses.

Section 16. Short-Term Training Assignment Per Diem. Short-term training assignments within this Article are defined as training of fifteen (15) days or less.

a. When an employee is on a short-term training assignment and the Agency assigns the employee additional training of more than fifteen (15) class days, the long-term fixed rate per diem will only be applied to the new assignment. The long-term fixed rate per diem will commence at the beginning of the second training assignment.

b. When an employee is on a short-term training assignment and the Agency assigns the employee additional training of fifteen (15) class days or less, the short-term rate per diem will apply for the duration of the additional training assignment.

c. Per diem entitlement for periods between training assignments will be handled in accordance with the FAATP.

Section 17. Extended Stay Travel. Extended stay travel for purposes of this Agreement are TDY assignments lasting thirty-one (31) calendar days or more, or a TDY assignment involving training assignments lasting sixteen (16) class days or more. The sixteen (16) class days may be one class or multiple classes on a single TDY trip. Approval for extended stay travel reflected in this Section shall be reflected on the employee's travel authorization.

a. The authorized per diem allowance for an employee on an extended stay assignment shall be sixty percent (60%) of the maximum lodging amount for the temporary duty location.

b. If an employee will be going on an extended stay travel assignment under the FAATP,

lodging-plus shall be authorized for the first seven (7) days or until suitable FEMA-approved lodging can be found, whichever is less. If within the first seven (7) days, no suitable FEMA approved lodging can be found at the fixed rate of 60% of the maximum lodging rate set by the GSA and the employee has sought assistance from their first-level manager or approving official, the employe shall be granted approval for a higher fixed rate, not to exceed the daily GSA maximum lodging rate, which will cover the lowest available lodging rate. Such approval shall be reflected on the employee's travel authorization.

c. If the employee on an extended stay travel assignment is unable to secure lodging with adequate kitchen facilities (a facility which includes a stove or cooktop, oven or microwave, regular refrigerator with separate freezer component, sink, pots and pans, cooking utensils, silverware, and dishware), the employee will seek assistance from their first-level manager or approving official. If lodging with adequate kitchen facilities still cannot be found, the employee's authorization shall reflect approval for the full M&IE rate. If lodging with adequate kitchen facilities is available, the reduced M&IE rate of 60% will apply.

d. The Agency has determined that a bargaining unit employee's efficiency and productivity will be enhanced if permitted to return to their home or to another destination during an extended stay travel assignment.

1. The employee's "home" for the purposes of this Article shall be designated by the employee before the employee begins an extended stay travel assignment. Any change to this designation shall be communicated to the Agency as soon as practical. If the employee has a residence as defined in the FAATP, that place shall be the employee's "home." If the employee does not have a residence as defined in the FAATP, then the "home" will be the employee's official duty station.

2. An employee performing an extended stay travel assignment, defined as a temporary duty assignment lasting 31 calendar days or more, or involving training activities lasting 16 class days or more, shall be authorized, at the election of the employee, one (1) round trip to their home or to another destination during each thirty (30) day period. Employees choosing to travel to a destination other than their home will only be reimbursed up to the amount of the cost of round-trip travel to their home, documented by completing a cost comparison consistent, with the FAATP.

3. When an employee on an extended stay travel assignment elects to return home or to another destination during off duty time, the employee shall be entitled to use the approved fixed per diem rate at the employee's temporary duty location for cost comparison purposes, consistent, with the FAATP.

4. Employees who are authorized a return trip home while on extended stay travel assignment may use their "frequent flyer miles" for these return trips consistent with the FAATP and government-wide regulations.

5. The travel must be accomplished during the employee's regularly scheduled off duty

time and may not be taken in conjunction with annual or sick leave.

6. Use of the government travel card, in lieu of using a personal credit card, is required for all such travel when using government rates. Subsequent travel will be allowed in the same fashion for every additional thirty (30) calendar days of the same travel assignment.

e. The Agency will authorize reimbursement for up to three (3) pieces of checked luggage for an employee traveling by common carrier to attend an extended stay training assignment.

f. When extended stay travel assignments will result in a tax liability on reimbursed travel expenses for BUEs, the Agency may offer to pay Income Tax Reimbursement Allowance (ITRA). When the Agency pays ITRA, such payments shall be paid in the same manner as the Relocation Income Tax Allowance (RITA). If the Agency has determined that ITRA will not be offered, employee assignments shall be for periods of less than one year.

Section 18. Proof of Commercial Lodging. Although proof of commercial lodging is required, employees who are reimbursed at a fixed rate established under the FAATP shall not be required to submit receipts unless the fixed rate has been raised in accordance with the provisions of this Section.

Section 19. Telephone Calls.

a. When an employee is in a travel status for two (2) or more consecutive nights, they will be authorized one (1) brief call to their residence each day during nonduty periods on a government telephone, if available. If a government telephone is not available, each employee will be reimbursed for no more than two (2) calls to their residence over the commercial long distance network per week (or each seven (7) day period for longer trips).

b. Calls over commercial telephones are reimbursed in accordance with the FAATP as part of M&IE.

Section 20. Travel Voucher Processing. To prevent an undue financial burden upon the employee, travel vouchers are to be processed in accordance with the following time limits as contained in the FAATP and this Agreement. Employees shall be permitted to complete vouchers on duty time.

a. Employees are to submit vouchers to approving officials within five (5) workdays of completion of authorized travel or every thirty (30) calendar days if the employee is in a continuous or extended stay travel assignment status. If extenuating circumstances exist, an extension shall be granted.

b. The Agency shall ensure an employee who submits a proper voucher for allowable expenses receives reimbursement within thirty (30) days after submission of the voucher. If the Agency fails to reimburse an employee who has submitted a proper voucher within thirty (30) days after submission of the voucher, the Agency shall pay the employee's late

payment fees as prescribed by the General Services Administration (GSA).

c. In the case of questionable item(s) on a submitted travel voucher, the approving official shall have two (2) workdays to notify the employee and will attempt to resolve the item(s) as soon as practicable. Should the item(s) not be resolved to the satisfaction of the approving official, they shall approve the travel voucher with the questionable item(s) deleted. The voucher with an explanation for the disapproved item(s) shall be forwarded to the employee.

d. In the case of a questionable item or items on a submitted travel voucher, the amount may be withheld by the paying office, pending clarification, but the balance of the claim is to be paid promptly.

Section 21. Agency Assistance. Upon the employee's request, the Agency shall assist the employee in responding to and resolving travel audit findings.

Section 22. Change to Circumstances. When an employee is sent on an extended-stay travel assignment (and authorized the lower per diem rate) but is recalled by management before the end of the assignment such that the employee did not meet the requirements for extended-stay travel under the FAATP, the employee will be reimbursed for the trip as per the "regular" short-term rate rules.

Section 23. Change to Extended Stay Per Diem Rates. If, during the term of this Agreement, and notwithstanding any provisions in this Agreement, the Agency makes any changes to policy regarding extended stay (long-term) per diem reimbursement rates, the Parties shall enter bargaining on the extended stay per diem rate.

Section 24. Union travel. Notwithstanding the prohibition in the FAATP, Paragraph 5F2A, the Union may pay travel expenses for Union officers, representatives or members to conduct representational duties or attend Union activities.

Section 25. Coverage of all lodging taxes. The Agency will reimburse employees for all lodging taxes, including but not limited to, municipal taxes associated with stays in Oklahoma City. Tax exemption forms will be in accordance with the FAATP.

Section 26. If an employee voluntarily gives up their confirmed seat on an aircraft resulting in a delay to their travel during duty hours, they will advise the Agency within five (5) days of the event which type of leave should be used to cover the delay time. If leave would prevent the employee from reporting to work as scheduled (to include a training assignment) the employee must request and receive approval in advance for leave.

Section 27. Nothing in the FAATP prohibits an attendant for an employee with disabilities from being a family member.

Section 28. In accordance with the FAATP, an employee may request a temporary change of station (TCS) for a temporary duty assignment lasting one year or more. In addition, an employee

considering such a request should receive a briefing from a knowledgeable Agency source regarding the advantages/disadvantages of a TCS. A BUE's request for a TCS shall be in writing. The Agency shall provide its approval or denial in writing within fourteen (14) days. A denial shall include an explanation of the grounds for denial.

Section 29. As with CONUS relocations, an employee must only sign a service agreement for voluntarily OCONUS or international relocations.

Section 30. As with a CONUS or OCONUS TCS, old and new official stations only need to be fifty (50) miles measured by map distance via usually traveled surface routes for an employee to be eligible for a TQSE.

Section 31. An employee shall be allowed to draw an advance of funds using their government travel card to pay for all necessary emergency POA storage expenses regardless of whether the Change of Station was CONUS, OCONUS, or international.

Section 32. Flight Program Operations.

a. Flight Program Operations crewmembers will provide their travel itinerary to the Scheduler and Front Line Manager (FLM) when commercially traveling to/from aircraft. This shall normally occur prior to travel.

b. To the maximum extent practicable, Flight Program Operations crewmembers on an international commercial itinerary will travel together for security and mission concerns. Exceptions to this policy must be approved in advance by the Agency.

Section 33. Long-term Per Diem Workgroup. Within ninety (90) days of the signing of this agreement, the Parties at the National Level will form a committee/workgroup, in accordance with Article100, Collaborative Committees and Workgroups, which will provide recommendations on the elimination of long-term per diem. The scoping document should include a comprehensive review and analysis of existing challenges associated with long-term per diem, which will include a review of how other Agencies currently handle long-term TDY.

ARTICLE 98 – Government Travel Charge Card

Section 1. Employees who are required to travel a minimum of two (2) or more times a year will be issued a Government contractor-issued charge card for official travel. The issuance and use of the Government credit card shall be administered in accordance with applicable laws, rules, regulations, the DOT Travel Card Management Policy (Policy), and this Agreement.

Section 2. The government travel charge card shall only be used for allowable expenses associated with official government travel. In accordance with law and Policy, employees will use the card to pay for official travel expenses to the maximum extent possible, including, but not limited to, transportation, lodging, meals and car rental expenses. An employee's misuse or abuse of the government travel charge card may result in disciplinary action.

Section 3. Credit limits and cash withdrawal (ATM) limit restrictions for all government travel charge cards shall be as established by the Policy.

Section 4. Cardholders who do not maintain their "Frequent Traveler" status will be subject to travel card credit and cash withdrawal limit restrictions as established by Policy. Prompt implementation of increases to credit limits will be considered a priority by the Agency. If the Agency cannot have the travel charge card limits reinstated before the employee is required to travel, the employee may pay for travel expenses, other than airfare, using personal funds until the limits are reinstated. Under these circumstances, the Agency will provide the employee with the appropriate airfare or ticket sufficiently in advance for the employee to travel. Under these circumstances, the employee shall not be required to sign the statement set forth in Section 10.4 of the DOT Travel Card Management Policy.

Section 5. Frequent travelers or employees on extended stay assignments may request a temporary increase to their travel charge card credit/cash withdrawal limits through their Frontline Manager. Any such increase(s) may be made on a trip-by-trip basis. Once approved, prompt implementation of the increase(s) will be considered a priority by the Agency. If the Agency cannot implement the increase(s) before the employee is required to travel, the employee may pay for travel expenses, other than airfare, using personal funds until the limits are increased. Under these circumstances, the Agency will provide the employee with the appropriate airfare or ticket sufficiently in advance for the employee to travel. Under these circumstances, the employee shall not be required to sign the statement set forth in Section 10.4 of the DOT Travel Card Management Policy.

Section 6. No credit check will be performed on an employee as a prerequisite to maintaining a government travel charge card. However, a credit check is required for a first-time applicant and will be administered in accordance with law, policy, and this Agreement.

Section 7. If obtaining a credit score is not possible, (e.g., the applicant refuses to provide consent or does not have a credit history), or in the event the applicant has a credit score of less than 660, the Agency will issue the employee a "restricted" travel card, as defined in the Policy.

Section 8. If an employee's credit report contains incorrect or incomplete Agency work-related information that has negatively impacted the employee's credit worthiness, the employee shall be permitted to contact the credit reporting companies and appropriate National Program Coordinator (NPC) and Agency/Organization Coordinator (A/OPC) officials while on duty time to take corrective action, staffing and workload permitting. The Agency agrees to promptly assist the employee in correcting the report or removing the inaccurate or incomplete Agency work-related information. Employees may not use duty time to address credit problems unrelated to their Agency employment.

Section 9. An employee with a restricted travel account may request an unrestricted account after maintaining an account in good standing absent any suspensions or other risk indicators (ex: a history of partial payments, improper transactions, failure to pay bill by due date, etc.) in the previous 12 months. Absent any suspensions or other risk indicators in those 12 months, the restrictions shall be removed.

Section 10. Before an employee is required to travel, they may obtain an advance of funds using the government travel charge card in accordance with the Policy. Such advances may be obtained through an Automated Teller Machine (ATM). These advances may be obtained within the three (3) calendar days preceding and during the dates of travel specified within an approved travel authorization. Employees who have not been issued a government travel charge card or have not received a Personal Identification Number (PIN) for their government travel charge card shall be entitled to an advance of funds equal to the maximum amount allowable under applicable directives.

Section 11. Employees who have had their government travel charge card cancelled are not entitled to an advance of funds unless their card was cancelled due to an administrative error committed by the Agency.

Section 12. If the Agency does not provide an employee with the required travel card refresher training and the employee becomes the subject of proposed disciplinary action relating to their government credit card, the Agency shall consider (as part of its evaluation of the Douglas Factors) the lack of refresher training when making the employee's final disciplinary decision.

Section 13. Bargaining unit employees who have either been denied an unrestricted credit card, have had their credit card suspended or rescinded may participate in Employee Assistance Program (EAP) sponsored credit counseling programs. Staffing and workload permitting, the Agency may grant LWOP to employees to obtain EAP-sponsored credit counseling, provided the employee submits documentation of such counseling.

Section 14. Split Pay Program.

As set forth in Section 8.2 of the Policy, Split Pay consists of dividing a travel voucher reimbursement between the travel card service provider and the cardholder.

a. If the Agency is late with its share of the payment, and the employee is contacted by the Credit Card Provider regarding the past due amount, the employee will contact the Agency Point of Contact (POC) and request assistance in resolving the matter. The POC shall contact the Credit Card Provider and take appropriate action to resolve the matter. A list of the POC's names and contact information shall be posted on the FAA Travel Website.

b. If any delinquent payment by the Agency to the Card Provider is reflected on the employee's credit report, the Agency shall provide a written explanation to the credit bureau.

c. The cardholder's approving official shall complete all review and approval/rejection of any changes flagged by the Agency's official travel management tool that the cardholder chose to make to the default Split Payment disbursements within the timelines for voucher processing as currently established in this Agreement. Only changes to the default status of the lodging and commercially rented automobile expenses related to official travel shall be flagged and subject to the additional review and approval process outlined in the Policy.

Section 15. **Salary Offset**.

a. The Agency will not collect delinquent balances for which it has not reimbursed the cardholder, except for instances where the cardholder has not submitted a proper travel voucher within the time periods specified in this Agreement.

b. An employee shall be given thirty (30) days to respond to a letter from the Agency's Office of Financial Management advising them that the Agency intends to offset their salary in accordance with the FAATP. The Agency's letter shall include the name and phone number of the person the employee must contact.

c. If the employee does not choose to exercise alternative means of satisfying the debt, and the Agency proceeds with the salary offset, the Agency shall advise the employee in writing of the biweekly installment amount, the number of installments, and the date the offsets shall begin.

Section 16. Employees who have not been issued a government travel charge card or who have had their account suspended or terminated shall be allowed to use personal funds, including a personal credit card, for official travel. Under these circumstances, the employee shall not be required to sign the statement set forth in Section 10.4 of the DOT Travel Card Management Policy.

Section 17. If a cardholder's account has been suspended by the A/OPC due to misuse and/or abuse, the cardholder may present a written statement to the A/OPC that explains the circumstances, which led to the misuse and/or abuse and outlines a corrective action plan to prevent future misuse and/or abuse. The action plan must list any disciplinary action taken and be signed by the employee's manager. Upon compliance with this procedure, the NPC will reinstate the suspended travel card account provided the employee has made full payments on the account when due and if the employee has only low risk indicators as described in Table 9-1 of the Policy. Reinstatement of the account of an employee whose risk indicators are medium to high or who has failed to make full monthly payments when due in the preceding twelve (12) months shall be at the discretion of the NPC.

Section 18. In order to ensure that employees are protected from adverse impact caused by their use of the card, the following will apply:

a. Employees will not be required to pay the disputed portion of a billing statement until resolution of the disputed amount.

b. Employees will not be responsible for any charges incurred against a lost or stolen card provided the employee reports such loss within forty-eight (48) hours of their discovery.

c. The terms of the charge card agreement and a guide for the proper use of the card, billing, resolution of transaction disputes, suspension/cancellation procedures, and privacy act notice, including that relating to the use of Social Security numbers shall be provided at or prior to the time the travel charge card is issued.

d. The Agency will ensure that cash limits for ATM access are commensurate with the employee's assignment.

e. Employees will not be reported to any commercial credit bureaus unless through the fault of the employee the charge card account remains delinquent beyond one hundred twenty (120) days.

Section 19. If the Agency does not process an employee's travel voucher in a timely manner, which results in an employee's delinquent payment (sixty (60) days or more past due), the delinquent payment will not serve as the basis for disciplinary action.

Section 20. If a valid reason precludes an employee from filing a timely claim for reimbursement, which results in delinquent payment, the delinquent payment will not serve as a basis for disciplinary action.

Section 21. If an employee does not possess a government travel charge card or the charge card privileges have been terminated because of misuse or delinquency, the employee shall be provided a ticket for transportation if one is required.

Section 22. In accordance with the Policy, if the Agency detects an instance where a cardholder uses their personal credit card to pay for expenses related to official travel in a scenario where the cardholder's Government travel charge card would serve as an acceptable method of payment, the cardholder may be required to sign a written statement acknowledging:

a. their improper use of a personal credit card for official travel, and

b. their understanding that the Agency will not reimburse the cardholder for future official travel expenses charged to a personal credit card where the Government travel card serves as an acceptable form of payment.

Section 23. The Agency, upon request by the Union at the national level, will provide an annual briefing on the efforts of the Agency and the credit card contractor to protect Personally Identifiable Information (PII) from cybersecurity threats.

When the Agency is made aware by the credit card contractor that employees' PII has been compromised, stolen or lost, the Agency shall immediately notify the Union at the national level and the affected employee(s). Upon request by the Union, the Agency will provide a status report concerning the credit card contractors' security breach. In accordance with applicable law, the Agency shall provide credit monitoring or identity theft protection to remediate or redress instances where an employee's PII has been compromised, lost or stolen.

ARTICLE 99 – Moving Expenses/Permanent Change of Station (PCS)

Section 1. Unless otherwise specified in this Agreement, reimbursement for relocation expenses shall be in accordance with the FAA Travel Policy (FAATP). Any relocation allowance (full/fixed

rate PCS) authorized by the Agency will be specified on vacancy announcements.

Section 2. For the purpose of this Article, the official station is the building or reporting location to which the employee is permanently assigned. Employees transferring from one official station to another for permanent duty are authorized reimbursement of moving expenses and temporary quarters subsistence only when the following conditions are met:

a. the transfer is in the interest of the Government and is not primarily for the convenience or benefit of the employee or at the employee's request;

b. official stations are separated by at least fifty (50) miles;

c. the commuting distance between the old residence and the new official station is fifty (50) miles greater than the distance to the old official station; and

d. the commuting distance from the new residence to the new official station is less than the commuting distance from the old residence to the new official station.

Section 3. Employees who do not meet the requirements in Section 2 are authorized reimbursement of moving expenses for involuntary moves as a result of facility realignments, as defined in Article 106, Section 1, or directed reassignments, when the following conditions are met:

a. official stations are separated by at least ten (10) miles; and

b. the Agency has determined that the relocation was incident to the change of official station, in accordance with the FAATP.

Employees who are authorized for reimbursement under this Section are not eligible for reimbursement of house-hunting trips, temporary quarters, or storage of household goods.

Section 4. House-hunting trips, not to exceed ten (10) calendar days, shall be authorized when the following conditions exist:

a. the employee is authorized relocation benefits for a PCS in accordance with the FAATP and this Agreement;

b. both the old and new official stations are located within a non-foreign area;

c. the employee is not assigned to government or other prearranged housing at the new official station;

d. the old and new official stations are seventy-five (75) or miles apart (as measured by map distance) via a usually traveled surface route.

Reimbursement for expenses in connection with house-hunting trips shall be authorized in

accordance with the FAATP.

Section 5. Employees will be reimbursed for temporary quarters subsistence expenses (TQSE) subsistence costs while occupying temporary quarters for a period of up to sixty (60) days. Approval must be given in advance and the employee must be on an official Travel Authorization. Such reimbursement applies to moves within the United States, its territories and possessions, and the Commonwealth of Puerto Rico.

a. Any time expended in a house-hunting trip is included in the initial sixty (60) day period.

b. Temporary quarter's authorizations may be extended in accordance with the FAATP.

c. For employees authorized the fixed rate method of reimbursement, subsistence costs will be reimbursed for no more than thirty (30) days. This time period is not reduced if the Agency authorizes a house-hunting trip.

Section 6. If a relocation services program and/or a home sale program is established by the Agency during the term of this Agreement, such programs shall be extended to bargaining unit employees when they become applicable to other Agency employees.

Section 7. When reimbursement of travel expenses is authorized, employees shall receive a miscellaneous expense allowance equal to one (1) week's adjusted base pay corresponding to the new official station, at the minimum of the J-Band in the FV pay system. No receipts will be required to substantiate expenses incurred.

Section 8. Reimbursement for the cost of shipping a privately owned vehicle (POV) within the CONUS shall be authorized when: the distance between the old and the new duty stations exceeds fifteen hundred (1,500) miles, and it is determined to be advantageous, and cost effective to pay the cost of shipping the employee's POV compared to the costs associated with driving the POV to the new duty station. Reimbursement shall be based on the most advantageous method of transportation to the Government. Employees are responsible for any cost exceeding the most advantageous method of transportation. Vehicles that may be transported under this policy include passenger automobiles, and certain small trucks or other similar vehicles that are primarily for personal transportation. Shipment is not authorized for trailers, recreational vehicles, airplanes or any vehicle intended for commercial use. The cost for the use of a rental car by the employee and members of the immediate family while awaiting authorized shipment of POV shall be reimbursed for a period of not more than two (2) weeks. The Agency shall extend this time frame if there is a delay in the delivery of the employee's POV through no fault of the employee.

Section 9. The Agency shall pay the shipping cost of replacement vehicles to the post of duty outside the continental United States if the requirements of the FAATP are met.

Section 10. All reimbursable PCS travel, including that of the immediate family, and transportation, including that for the shipment of household goods must be completed within eighteen (18) months of the reporting date of the employee's transfer. The eighteen (18) months time limitation shall be extended for an additional period of time not to exceed six (6) months by

the authorizing official where there is a demonstrated need due to circumstances which have occurred during the initial eighteen (18) months and have been determined to be beyond the employee's control. Employees must submit a written request for waiver to the authorizing official as soon as the need for an extension is determined but before the expiration of the eighteen (18) month time limitation. The maximum time for completing travel and transportation shall not exceed twenty-four (24) months from the reporting date of the transfer under any circumstances.

Section 11. The Agency shall make available to an employee who is changing stations access to all pertinent directives in connection with moving expenses and shall assist the employee in obtaining answers to any questions the employee may have regarding their change of station and assist in completing all required forms.

Section 12. When alternatives are available under law and regulation for transporting household goods, vehicles, dependents, etc., the Agency shall explain the alternatives to the employee and allow the employee to choose the permissible alternatives, which most meet their personal, needs. Employees shall be authorized duty time for travel to a new duty station in accordance with the FAATP.

Section 13. When authorized by the Agency, a full PCS or a fixed relocation payment in the amount of up to twenty-seven thousand dollars ($27,000) may be offered in accordance with the FAATP. In the case of an involuntary move, the employee may elect a full PCS or a fixed relocation payment in the amount of $27,000.00. If this amount is changed under the FAATP during the term of the Agreement, the Parties agree to substitute the new amount in this Section.

Section 14. When an employee is authorized reimbursement via the fixed relocation payment, the Agency shall offer the employee the option of using the Agency's household goods transportation program. If the employee elects such option, the Agency will withhold the estimated transportation costs (as determined by the vendor) plus a reasonable amount (not to exceed ten (10) percent) to cover any overages. Upon completion of the transportation of household goods, the employee shall receive any amounts in excess of the actual cost of transportation, which were temporarily withheld from the employee's payment.

Section 15. An employee who relocates and is authorized reimbursement via the fixed relocation payment shall not be required, by the Agency, to itemize individual expenses or repay any amount which is in excess of actual expenses.

Section 16. An employee who is authorized reimbursement via the fixed relocation payment described in Section 13 shall receive their full payment no later than thirty (30) days prior to the date of transfer.

Section 17. Transferred employees who receive a paid PCS relocation move shall not be entitled to another paid PCS move until twelve (12) months after their new duty station report date. However, this Section shall not apply in cases of involuntary moves as defined in Section 3 of this Article.

ARTICLE 100 – Collaborative Committees and Workgroups

Section 1. The purpose of this Article is to establish a structured process for the formation of collaborative committees and workgroups. The Parties recognize that the resolution of certain issues or the proactive engagement on topics may best be accomplished through the formation of collaborative committees/workgroups at various levels within ATO for matters not explicitly covered by Article 13.

Section 2. The Parties agree that it is mutually beneficial for the Union to be involved in committees/workgroups established at the national, directorate, and district/group level to collaborate with the Agency. Scoping documents will be developed at the national, directorate, or district/group level, however they may establish the committee/workgroup at a lower level. Further, it is in the best interest of the Parties to resolve or minimize any issues so as to ultimately provide for more timely resolution.

Section 3. When either Party identifies a need for committee(s)/workgroup(s) pursuant to this Article, they shall promptly notify the other Party as to their desire to establish such a committee/workgroup.

Section 4. When the Parties agree to establish a committee/workgroup pursuant to this Article, they will collaborate on the scope of the committee/workgroup, which shall be defined in writing and communicated to each member prior to the commencement of business. The Appendix IV-1 Scoping Document will be used to describe the committee's/workgroup's structure and objectives. At a minimum, scoping documents will include the number of committee/workgroup participants, each party's designation of their co-lead, and the extent to which the committee/workgroup is empowered to make decisions or recommendations. Separate scoping documents may be developed by the committee/workgroup co-leads to establish and empower subgroups, when appropriate. Committees/workgroups given the authority to make decisions must limit the effect of any decision to the Parties' scope of authority/responsibility.

Section 5. If the committee/workgroup includes additional bargaining unit employees (BUEs), the Agency will collaborate with the Union to determine the participants. Consideration will be given to the scoping document criteria for the co-leads to identify suitable subject matter experts. Employees shall be in a duty status for all committee/workgroup activities and shall be afforded sufficient duty time for meetings and related activities. Union designated committee/workgroup members and/or representatives will be provided access to the same information as any other committee/workgroup member. If travel is required, travel and per diem will be authorized in accordance with the FAATP.

Section 6. Committees/workgroups established by this Agreement will make decisions or recommendations by consensus as provided for in the associated Appendix IV-1 Scoping Document. For the purpose of this Agreement, consensus is defined as the voluntary agreement of all representatives of the committee/workgroup for a particular outcome. If the committee/workgroup is unable to reach consensus, the co-leads are authorized to reach agreement. Agreements reached by the committee/workgroup shall be reduced to writing and are binding on both Parties provided they are within the defined scope. If the co-leads are unable to

reach agreement, either Party may pursue whatever course of action is available in accordance with Article 70 of this Agreement, the Federal Service Labor-Management Relations Statue, and any other law, rule, or regulation.

Section 7. Within ninety (90) days of the effective date of this Agreement, the Parties at the national level shall meet to review and identify existing committee/workgroups that will be governed by this Article.

Section 8. Upon completion of the review in Section 7, the Parties will work to ensure committee/workgroup scoping documents are in place and are compliant with this Article. Until the review is complete, the Parties agree to maintain any existing and associated scoping documents. Absent a scoping document, the Parties will ensure one is developed in compliance with this Article. Existing scoping documents found to be non-compliant with this Article will be amended in accordance with the Appendix IV-1 Scoping Document.

Amendment(s) to or the development of new scoping documents under this Section will not disturb or alter existing committee/workgroup product(s) or outcome(s).

Section 9. The Parties will develop the process for collaboration training and facilitators.

ARTICLE 101 – Local/Work Site Travel

Section 1. Employees not in travel status, whose duties require travel to other facilities from official duty locations, shall perform such travel in an official duty status.

Section 2. Employees are permitted to use their Privately Owned Vehicle (POV), subject to operational and business requirements, to perform Agency work consistent with Agency rules and regulations. An employee will not be required to use their POV.

Section 3. In order to assure reimbursement for mileage, the employee must receive prior authorization for use of the POV. When an employee is authorized to use a POV instead of a GOV, mileage will be paid at the rate consistent with the Federal Aviation Administration Travel Policy (FAATP).

Section 4. When an employee travels by POV from their residence to a work site in the vicinity of their official duty station, a mileage allowance will be payable for the distance in excess of the usual commuting distance between residence and permanent duty station. Mileage reimbursement for the entire distance between residence and work site shall only be paid for unusual circumstances as prescribed by applicable directives.

Section 5. Local travel time and mileage will be compensated in accordance with the FAATP and applicable Agency directives.

ARTICLE 102 – Travel Expenses for Interviews

Section 1. If the Agency determines that interviews are required in filling a bargaining unit position, travel expenses incidental to these interviews will be paid in accordance with the FAATP and this Agreement.

Section 2. With respect to travel expenses, the Agency shall treat all referred employees for bargaining unit positions the same throughout the selection process.

Section 3. The Agency may utilize videoconferencing for interviews. However, if one employee is provided an in-person interview, all employees eligible for an interview shall be provided travel expenses to attend an in-person interview in accordance with the FAATP and this Agreement, if the employee so chooses.

ARTICLE 103 – Travel Compensatory Time

Section 1. Travel Compensatory Time (TCT) will be administered in accordance with this Agreement and HRPM PRE-3.10, Compensation for Travel Time. To the maximum extent possible, travel will be scheduled during the employee's duty hours.

Section 2. Fair Labor Standards Act (FLSA) Applicability.

- **a.** Employees covered by the FLSA, otherwise known as FLSA nonexempt employees, earn TCT for approved travel during non-duty hours when such time is otherwise not compensable, e.g., does not constitute hours of work under the FLSA.
- **b.** Employees not covered by the FLSA, otherwise known as FLSA exempt employees, earn TCT for approved travel during non-duty hours when such time is otherwise not compensable, e.g., does not constitute hours of work under this Agreement and Agency overtime policies for FLSA exempt employees.

Section 3. Travel Compensatory Time (TCT). Employees earn TCT regardless of FLSA status for approved travel away from the employee's official duty station (ODS) during non-duty hours when such time is not otherwise compensable. Travel time that qualifies for TCT is not hours of work; therefore, the employee is not in pay or duty status during the period of travel. An employee will earn TCT under all of the following circumstances:

- **a.** The employee is on travel approved in advance;
- **b.** The travel is away from the employee's ODS;
- **c.** The travel occurs outside the employee's regular work hours; and
- **d.** Time spent in travel is not otherwise compensable.

Section 4. When reviewing the following scenarios/circumstances, it is necessary to first

determine if the travel time is compensable in accordance with the law and with this Agreement, particularly Article 47. If the time is not otherwise compensable, then the employee receives TCT for the following:

a. Travel between two TDY locations.

b. Travel between an ODS and a temporary lodging or TDY location.

c. Travel between an employee's home and temporary lodging or TDY location (if compensable, deduct the time that the employee would normally spend commuting from home to the ODS from total travel time to and from the TDY or temporary lodging location).

d. Travel between an employee's home and a transportation terminal when the terminal is outside the limits of the ODS (if compensable, deduct the time that the employee would normally spend commuting from home to the ODS from the total travel time to and from the terminal).

e. Travel between a temporary lodging or a TDY location and a transportation terminal. If TCT the usual waiting time at the terminal that occurs before or at the conclusion of the travel is addressed in Section 5 of this Article.

f. Travel between the temporary lodging and the TDY location, when it is more than forty (40) miles from the temporary lodging location.

Section 5. Creditable Waiting Time. The amount of time an employee is authorized while waiting at a terminal (e.g., an airport or train station) before the scheduled departure and when waiting for connecting transportation to complete travel.

a. Creditable waiting time activities while traveling are:

1. Travelers may arrive at the transportation terminal and receive credit for up to two hours prior to the scheduled departure time. Additional waiting time for international travel may be requested by an employee and approved by their first-level manager.

2. All waiting time as depicted on the approved travel itinerary for connecting flights or other modes of transportation.

3. The time necessary to depart the aircraft (or other means of transportation), obtain one's luggage, and procure local transportation to the TDY site or hotel.

4. The time necessary for arranging, rescheduling, or otherwise actively involved in efforts to continue or resume travel in the event of a canceled or delayed scheduled departure.

5. Travel delays due to no fault of the employee are creditable time and are either:

(a) In addition to the creditable travel time when actually traveling; or

(b) Creditable up to the point in which the employee is free to rest, sleep, or otherwise use the time for personal use (e.g., canceled flight and the employee needs to return home or to a hotel or reaching a safe driving limit and will rest until the next day before starting again).

b. Non-creditable activities while traveling during non-duty hours are non-compensable. Those activities are:

1. Overnight stays, such as canceled connecting flights.

2. Arrival time at the terminal in excess of two (2) hours prior to departure, unless management authorizes additional waiting time in accordance with Section 5.a.1 of this Article.

3. The waiting time is not creditable if the employee experiences a delay due to voluntarily giving up a seat to receive a travel benefit.

4. Meal periods occurring outside of creditable waiting times.

5. Excess wait and travel time incurred due to changing the itinerary, taking an alternate route, and/or mode of transportation other than authorized.

Section 6. **Use of TCT.**

a. TCT must be used within twenty-six (26) pay periods following the pay period in which earned. Employees forfeit any TCT not used within this period. Each instance of TCT earned will have its own expiration date. Therefore, an employee is responsible for managing expiration dates to prevent forfeiture.

1. An employee's TCT balance will be held in abeyance while absent from duty to perform military service and later returns, or due to an on-the-job injury with entitlement to injury compensation and later recovers sufficiently to return to work. Upon return to duty, the employee will have an additional twenty-six (26) pay periods to use the TCT that was held in abeyance.

Employees will forfeit any TCT hours held in abeyance or restored and not used within the prescribed time limits.

2. The Agency may grant an extension of up to twenty-six (26) pay periods to an employee prevented from using accrued TCT due to exigencies (emergencies) associated with the Agency's mission. An employee seeking such an extension must show documentation of a formal request for the use of such TCT at least three (3) pay periods prior to the twenty-six (26) pay period original forfeiture date.

3. An employee may not receive payment under any circumstances for unused TCT.

b. An employee may use TCT in lieu of sick leave/annual leave.

c. TCT may be earned and used in increments of one minute. There is no limit on the amount of TCT earned by an employee. An employee may use earned TCT at any time, subject to management approval.

ARTICLE 104 – Return Rights and Home Leave

Section 1. To the extent that the Agency has a need for and maintains an administrative return rights program, the program shall be administered in accordance with applicable directives, including EMP 1.16 Return Rights after Certain Assignments, and related supplements (HRPM EMP-1.16a, b, and c); FAPM Letter 352-1; HRPM LWS-8.6 Home Leave; and this Agreement. If any changes to the program are proposed, the Agency shall provide the Union ninety (90) days notice and negotiate the changes in accordance with Article 70 of this Agreement. Notwithstanding the implementation of subsequent program changes, employees on tours are entitled, for the remainder of their current tour, to the protection of the regulations under which they accepted the assignment eligible for return rights.

Section 2. To maintain administrative return rights, the employee shall execute an employment agreement in Appendix VI for each tour of duty. If an employee serves only one (1) tour, their tour should total thirty-six (36) months. Any subsequent tour may be reduced to twenty-two (22) months; however, the final tour should be twenty-four (24) months. The length of a tour of duty may be reduced if it is deemed to be in the best interest of the Agency; consideration will be given to the needs of the overseas organization, the needs of the parent organization as defined in HRPM EMP-1.16a or FAPM Letter 352-1 and the personal desires/circumstances of the employee. Employees shall be advised of the length of the initial tour when applications are solicited.

Section 3. The Agency shall provide the rights and benefits provided by applicable laws and Agency directives to all eligible employees on employment agreements under this Article.

Section 4. Unless staffing and workload do not permit, an employee who enters into a new employment agreement shall be granted up to twelve (12) months following expiration of their preceding employment agreement to exercise their home leave and/or rights and benefits.

Section 5. Employees, who accept assignment outside the continental United States, and after completing a tour of duty, are allowed expenses for travel and transportation from post of duty to place of actual residence at the time of appointment for transfer and return overseas, for the purpose of taking leave between tours of duty overseas. The employee must enter into a new written agreement before departure from their post of duty that they will serve for another period of service at the same or another post of duty outside the continental United States. Leave under this Section is separate and apart from the provisions governing home leave.

Section 6. An employee completing a tour of duty shall notify the Agency not prior to one hundred

eighty (180) calendar days nor less than ninety (90) calendar days before that tour expires whether they intend to exercise their return rights.

Section 7. An employee exercising return rights shall be informed of all available bargaining unit vacancies for which they are qualified within the designated return area, and the employee must make a choice from the position(s) thus listed. This shall then be the position to which they are returned.

For overseas assignments, if the list does not include a position at the employee's last official duty station prior to their tour, the employee may remain overseas until an appropriate vacancy occurs; provided such an arrangement is satisfactory to the employee and the Agency. If a delay is arranged, the employee shall be assigned the first vacancy at their former official duty station which meets the agreed upon arrangement. If a delay is not arranged, additional placement procedures will apply in accordance with HRPM EMP-1.16 and the applicable supplement (HRPM EMP-1.16a, b, or c) or FAPM 352-1.

Section 8. Academy Instructor Return Rights

a. An offer of return rights must be stated in the position vacancy announcement. Employees who are selected for an Academy Instructor position through a non-competitive process are not eligible for return rights.

b. An employee who exercises return rights from a position as an instructor who completes one (1) but not two (2) consecutive tours of duty is entitled to return to a position equal to the grade/level held immediately prior to the FAA Academy assignment or the grade/level held at the time return rights are exercised, whichever is lower. Note: This does not preclude the parent organization from offering the employee a position at the grade/level attained upon the assignment to the Academy.

c. An instructor who completes two (2) or three (3) consecutive tours of duty is entitled to return at the grade/level/pay attained upon initial assignment to the FAA Academy or the grade/level/pay held at the time return rights are exercised, whichever is most advantageous to the employee.

d. The return base pay for an employee exercising return rights from a position as an Academy instructor will not be set below their departing rate of base pay from the position they held immediately before becoming an Academy Instructor, subject to any intervening increases pursuant to Article 124 Section 4 (January and June increases). If their departing base pay was above the maximum for that band, their return base pay shall be set at the same dollar amount, regardless of whether that amount is still above the maximum for that band.

e. Exceptions:

1. If an employee is downgraded as a disciplinary measure while serving at the FAA Academy, they are entitled to return to the grade/level held immediately prior to accepting the FAA Academy Instructor assignment.

2. An employee, who is scheduled for separation or demotion because of reduction-in-force, reorganization, or abolishment of position, shall be offered the alternative of returning immediately to their parent organization. An employee who has completed at least seventy-five percent (75%) of their tour at the time they are scheduled for separation or change-to-lower grade may return at a grade no higher than that to which they would be entitled upon completion of their tour.

3. A temporary promotion does not entitle an employee to return at the highest grade/level to which they were temporarily promoted.

4. An employee may be returned at a grade/level/pay lower than that to which they are entitled under the provisions of this chapter if they voluntarily request the assignment, and provided they are informed of their rights to the higher grade/level/pay.

Section 9. Nothing in this Article should be construed as preventing any voluntary personnel action, which is mutually acceptable to the employee and the Agency regardless of pay band or location of the proposed assignment.

Section 10. The Agency will advise the employee of their specific assignment at least sixty (60) calendar days prior to the expiration of their current tour. Waiver of employment agreements shall not be required for an early return for ninety (90) days or less, when an employee has been selected for another position.

Section 11. Unless staffing and workload do not permit, tour extensions not to exceed an aggregate period of nine (9) months may be granted by the Agency.

Section 12. The Agency shall contact the employee prior to determining the release date. Careful consideration will be given to the employee's personal needs in determining a release date under this program.

Section 13. A full written explanation shall be provided to an employee upon their request if their tour of duty is terminated before its expiration.

ARTICLE 105 – Foreign Duty

Section 1. Any bargaining unit employee assigned duty outside the United States, or to one of its territories or possessions shall be covered by this Agreement.

Section 2. Any bargaining unit employee while assigned outside the United States, or to one of its territories or possessions, who is detained or held hostage, shall have all pay, per diem, and travel forwarded to that employee's designated personal representative (spouse if not designated) or as directed by the employee or designee in accordance with applicable laws and government wide regulations.

Section 3. Any bargaining unit employee assigned to duties outside of the United States, or to one

of its territories or possessions, who expected to interface with the local population, shall receive a security briefing prior to reporting to their duty assignment.

Section 4. A bargaining unit employee assigned permanently outside of the United States, or to one of its territories or possessions, shall be given a complete briefing regarding the religious practices, social environment, culture, etc., of the geographical location of their assignment.

ARTICLE 106 – Realignment of Work Force

Section 1. A realignment of the workforce is defined as an action requiring or involving the reassignment of bargaining unit employees or the abolishment of an employee's position as a result of, for example, a facility/office closing, facility/office relocation, severance of existing facility/office functions and/or services, facility/office consolidation, de-consolidation/de-combining, intra-facility/office or inter-facility/office reorganization. A national realignment of the workforce affects employees in more than one Service Area, region or equivalent organizational level.

Section 2. In the event a realignment of the workforce results in the abolishment of an employee's position and requires the Agency to implement a reduction-in-force (RIF), the procedures outlined in Article 107 shall apply.

Section 3. The Agency shall notify the appropriate Union representative of realignments of the work force in accordance with Article 70, as appropriate. For facility/office closings, facility/office relocations, or facility/office consolidations, which may result in the relocation of an employee outside their local commuting area, or national realignments covered by this Article, the Agency will provide not less than one hundred eighty (180) days' notice.

Section 4. In the event that an administrative/directed reassignment becomes necessary as a result of one of the actions stated in this Article, the Agency shall expedite existing selections awaiting release to/from affected facility(s)/office(s) prior to making a decision as to the number of employees to be affected as well as the locations involved. Should it be determined that there are still employees subject to directed reassignments, the Agency agrees to set qualifications and solicit volunteers. The Agency will then assign the most senior volunteer(s). If there are insufficient volunteers, inverse seniority shall apply from among qualified employees.

Section 5. This Article does not preclude employees from voluntarily applying for reassignments to positions in an equal or lower pay band under the Agency's Employee Requests for Reassignment (ERR) process and merit promotion procedures.

Section 6. An employee who has been officially notified by the Agency that they will be involuntarily reassigned outside of their local commuting area as a result of a realignment of the workforce as defined in this Article shall receive priority consideration for bargaining unit vacancies at the same or lower pay band level within their former commuting area for which they are qualified, notwithstanding the area of consideration associated with the vacancies. To receive priority consideration, the employee must submit a timely application under an applicable vacancy

announcement or the Agency's ERR process. When applying for a vacancy under this Section, the employee shall identify on their application that they are eligible under a Selection Priority Program (SPP). When submitting an ERR, the employee shall indicate in their cover letter that they are eligible for priority consideration under this Article. The employee's right to priority consideration shall end one (1) year from the date of notice of the involuntary reassignment or their decision to accept or not accept an offered position under this Section, whichever comes first. Priority consideration will also be terminated upon cancellation of the notice of involuntary reassignment. An employee shall not be eligible to receive Permanent Change of Station (PCS) benefits under this Section.

Upon request, the following information shall be made available to the employee:

a. whether the employee was considered for the position and, if so, whether they were found eligible on the basis of the minimum qualification requirements for the position;

b. whether the employee was one of those in the group from which selection was made; i.e., one of the best qualified candidates available and appeared on the list made available to the selecting official;

c. any record of formal or informal supervisory appraisal of past performance used in considering the employee for the position;

d. who was selected for the position; and

e. in what areas, if any, the employee should improve to increase their chances for future selection.

Section 7. In-lieu of the normal grievance process, the appropriate Regional Vice President or National Representative may file a grievance regarding the involuntary reassignment of an employee under the procedures of this Article by initiating the grievance in accordance with Article 5, Section 6, Step 3. The Step 3 Agency official shall respond to the grievance in writing within seven (7) calendar days following the submission of the grievance. If not resolved, and upon the Union's request, the Parties mutually agree that such grievances will be referred to expedited arbitration and handled in accordance with Article 5, Section 7f of this Agreement.

Section 8. Nothing in this Article is intended as a waiver of any bargaining obligation with respect to remaining substantive issues and/ or the impact and implementation arising from any change as a result of the implementation of any provision of this Article.

ARTICLE 107 – Reduction-in-Force

Section 1. A Reduction-in-Force (RIF) shall be administered in accordance with applicable Agency Directives and this Agreement. The Agency agrees to avoid or minimize a RIF by taking such actions as restricting recruitment and promotions, by meeting ceiling limitations through normal attrition and by reassignment of qualified surplus employees to vacant positions. The

competitive area is defined as the straight-line organization within an employing jurisdiction in its respective commuting area.

When the number of employees in any organization covered by this Agreement must be reduced, the Agency shall make every reasonable effort to place surplus employees in other positions within the Agency with the least possible interruption to their careers and personal lives. The Agency will provide the Union at the national level a list of all current and projected vacancies available for the placement of surplus employees within the Service Area, region or equivalent organizational level. Separation of employees by RIF shall take place only after all reasonable alternative actions have failed to solve the surplus.

Section 2. The Agency agrees to notify the Union at the national level at least ninety (90) days prior to implementation when it has been determined that a RIF action will be necessary within the unit. The Union will be notified as to the number of positions to be reduced and the vacant positions that the Agency has authorized for staffing. The Agency and the Union will negotiate the procedures that the Agency will follow in the implementation of the RIF in accordance with Article 70.

The Union agrees to provide the Agency with its views on the planned abolishment(s) within thirty (30) days of receipt of the Agency's notice.

Section 3. In the event of a RIF, the affected employee and the Union representative will be provided access to master retention registers relative to their involvement, upon request.

Section 4. At the end of the RIF, the Union will be provided a list of all vacancies filled during the RIF.

Section 5. Bargaining unit employees who are affected by a RIF shall be entitled to all benefits provided by law, rule or regulation, including those provided under the FAA Personnel Management System (PMS), Agency directives and this Agreement. The Agency agrees to implement the provisions of the FAA Career Transition Program in accordance with Article 108.

ARTICLE 108 – Career Transition Assistance

Section 1. Unless otherwise specified in this Agreement the Agency will provide career transition assistance in accordance with Human Resource Policy Manual, EMP-1.22 (Career Transition Program), to all employees who have received a FAA reduction-in-force (RIF) separation notice or who have been separated through RIF procedures in the FAA (displaced employees) as well as to employees who are likely to face displacement through anticipated FAA RIF or internal reorganization/realignment to a different position (employees).

Section 2. A Certification of Surplus Status (CSS) will be issued by the head of the Line of Business (LOB) or their designee within thirty (30) days of the determination that an employee is surplus and can cover a period of up to six (6) months. Certifications may be renewed in increments of up to six months each for as long as the employee is surplus.

Section 3. An employee who has declined a directed reassignment or transfer of function reassignment outside the local commuting area and who has received a proposed separation notice or has been involuntarily separated will be considered an affected employee.

Section 4. The Agency will make every reasonable effort to provide surplus employees with up to sixteen (16) hours of duty time per pay period to pursue career transition activities.

Section 5. The Agency agrees to provide displaced employees with a minimum of thirty-two (32) hours of duty time per pay period. Subject to staffing and workload affected employees will receive up to thirty-two (32) hours of duty time per pay period to pursue transition activities.

Section 6. Surplus, displaced, and affected employees shall be given reasonable access to Government local and long-distance telephone service, copy machines, computers, Internet access and e-mail, and printers and fax machines, where available. This equipment may be used to pursue transition activities when not in use by the Agency.

Section 7. The Agency shall supply closeout performance evaluations to any displaced or affected employee who has been working under an existing career level definition for at least ninety (90) days.

Section 8. Affected employees who have received a proposed separation notice, but who have not yet received a final separation notice, shall receive priority consideration for vacancies within the Agency for which they are qualified, within the local commuting area. To receive priority consideration, the employee must submit a timely application under the applicable vacancy announcement.

Section 9. For two (2) years following their date of separation, affected employees shall be given first consideration for reemployment into a vacant FAA position in which they are qualified for under the following conditions:

a. the vacant position is at or below the pay band level from which the individual was separated;

b. the area of consideration stated in the vacancy announcement includes any non-FAA applicants;

c. the individual submits a timely application under the vacancy announcement; and

d. the individual includes with their application, a copy of the first consideration eligibility letter that was provided with the separation notice.

First consideration means that the resume/application of the involuntarily separated applicant(s) for a position will be forwarded to the selecting official for consideration ahead of candidates outside the Agency. Relocation expenses are not authorized for affected employees under the provisions of the Article.

Section 10. Affected employees who are involuntarily separated shall be provided a letter explaining their eligibility for first consideration. This letter shall be given to an employee simultaneous with the final separation notice.

ARTICLE 109 – Severance Pay

Section 1. An employee who has been employed for a continuous period of at least twelve (12) months and who is involuntarily separated from employment for reasons other than misconduct, delinquency, or inefficiency and who is not eligible for an immediate annuity shall receive severance pay.

Section 2. Severance pay consists of:

a. a basic severance allowance computed on the basis of one (1) week's adjusted base pay at the rate received immediately before separation for each year of civilian service up to and including ten (10) years of which severance pay has not been received under this or any other authority and two (2) weeks' adjusted base pay at that rate for each year of civilian service beyond ten (10) years for which severance pay has not been received under this or any other authority; and

b. an age adjustment allowance computed on the basis of ten (10) percent of the total basic severance allowance for each year by which the age of the recipient exceeds forty (40) years at the time of separation.

Total severance pay under this Section may not exceed one (1) year's pay at the rate received immediately before separation.

If the employee dies before the end of the period covered by payments of severance pay, the payments of severance pay with respect to the employee shall be continued as if the employee were living and shall be paid on a pay period basis to the survivor of the employee.

Section 3. Upon separation, the Agency shall pay the employee severance pay at biweekly intervals in an amount equal to their salary. Employees who are eligible for severance payments will be offered the opportunity to elect payment in one or two lump sum payments, rather than on the biweekly basis.

Section 4. If an employee paid severance pay in a lump sum under this Article is re-employed by the Government of the United States or the Government of the District of Columbia, at such time that, had the employee been paid severance pay in regular pay periods, the payments of such pay would have been discontinued upon such reemployment, the employee shall repay to the FAA an amount equal to the amount of severance pay to which the employee was entitled under this Article that would not have been paid to the employee by reason of such re-employment.

ARTICLE 110 – Contracting Out

Section 1. The Agency shall notify the Union at the national level of its intention of performing a national review on the contracting out of a bargaining unit function or service that would significantly alter the scope of an employee's work assignments/responsibilities. The Union will be given an opportunity to provide input into the review. By mutual agreement, the Union may also be provided an opportunity to participate in the review process.

Section 2. When a manager is considering whether to contract out work that normally is performed by bargaining unit employees that would alter the scope of an employee's work assignments/responsibilities at a particular location, they shall notify the Union at the appropriate level as soon as practicable.

Subsequent notice will be provided to the Union at the appropriate level if a solicitation of bids occurs.

Section 3. When the Agency solicits proposals for contracting out work covered in this Article, the Agency will notify the Union upon the opening, closing, or cancellation of the solicitation.

The Union will be furnished a copy of the scope of work contained in the request for proposals. The Union shall be furnished dates and times of any pre-bid or bid opening conferences which are open to the general public.

Section 4. Prior to implementing a decision to contract out any work, function or services performed or provided by bargaining unit employees, the Agency shall negotiate with the Union to the full extent required by 5 USC Chapter 71 and this Agreement.

Section 5. In January of each year, the Agency will provide PASS a list of bargaining unit work covered in this Article contracted out to contractors in ATO.

Section 6. In March of each year, the Parties will meet and discuss the information provided in accordance with Section 5 of this Article.

ARTICLE 111 – FAA Reform

Section 1. The Federal Aviation Administration's (FAA's) personnel management system is exempt from all of Title 5 of the United States Code (USC) except for the following:

- Section 2302(b), relating to whistleblower protection;
- Sections 3308-3320, relating to veteran's preference;
- Chapter 71, relating to labor management relations;
- Section 7204, relating to antidiscrimination;

- Chapter 73, relating to suitability, security, and conduct;
- Chapter 81, relating to compensation for work injury; and
- Chapter 83-85, 87 and 89 relating to retirement, unemployment compensation and insurance coverage.

Section 2. Notwithstanding the provisions of Section 1, the FAA continues to be subject to the following portions of Title 5 in that they are not part of the Personnel Management System:

- 5 USC Chapter 3 (Powers);
- 5 USC Chapter 5 (Administrative Procedure);
- 5 USC Chapter 15 (Political Activity of Certain State and Local Employees); and
- 5 USC Chapter 91 (Access to Criminal History Records for National Security Purposes).

Section 3. The FAA's Personnel Management System is covered by the non-personnel management provisions of Title 5 and those portions of Title 5 that specifically apply to the Secretary, including:

- 5 USC § 3307 (Maximum Entry Age);
- 5 USC § 5501 (Disposition of Lapsed Salaries);
- 5 USC § 5502 (Unauthorized Office);
- 5 USC § 5503 (Recess Appointments);
- 5 USC § 5511-5520 (Withholding Pay);
- 5 USC § 5533-5537 (Dual Pay);
- 5 USC § 5561-5570 (Payments to Missing Employees); and
- 5 USC Chapter 79 (Services to Employee).

Section 4. The Administrator has chosen to incorporate the following provisions of Title 5 into the FAA's Personnel Management System:

- 5 USC §§ 2901-2906 (Commissions, Oaths);
- 5 USC § 3111 (Acceptance of Volunteer Service);

- 5 USC § 3331-3333 (Oath of Office); and
- 5 USC § 5351-5356 (Student-Employees).

ARTICLE 112 – Effect of Agreement

Section 1. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing or future Agency/DOT rules, regulations, directives, orders, policies and/or practices which are in conflict with the Agreement.

Section 2. All matters addressed by this Agreement, except as noted in Section 1, shall be governed by any such Agency/DOT rules, regulations, directives, orders, policies and/or practices.

Section 3. The Agency agrees to apply applicable rules, regulations, directives, orders, policies and/or practices in a fair and equitable manner. Any changes thereto will be in accordance with Article 70 of this Agreement.

Section 4. Any provisions of the United States Code (USC) or the Code of Federal Regulations (CFR), which are expressly incorporated by reference in this Agreement, are binding on the Parties.

Section 5. Except where the Parties have reached agreements and understandings during the course of the negotiations of this Agreement, upon the effective date of this Agreement, all memoranda of agreement, memoranda of understanding, past practices, and other written or oral agreements whether formal or informal, shall have no force or effect and shall not be binding on the Parties in any respect. The foregoing applies at all levels including the local, regional/service area, and national levels.

ARTICLE 113 – Agency Directives

Section 1. All applicable Agency directives shall be maintained and/or be available electronically at all Agency offices/facilities where bargaining unit employees are located. These documents shall not be removed from the office or facility. Where copying equipment is available, the Union shall have the right to copy such material for representational purposes at no cost to the Union.

Section 2. The Union's national and regional levels shall be provided an electronic copy of all directives that relate to personnel policies, practices and working conditions of employees in the bargaining unit in effect at the time of execution of this Agreement. This includes directives at all levels of the Agency. The Union's national and regional levels shall be placed on a distribution list for future issuances and/or changes of all such directives. If not available electronically, the Agency shall provide the Union with a hard copy of any of the above documents.

Section 3. The Agency shall annually provide the Union's national and regional levels a complete list of the documents identified in this Article. If not available electronically, the Agency shall

provide the Union with a hard copy of the list.

Section 4. The Agency will ensure that the Union's national office is provided electronic access to information commensurate with the access and information available to bargaining unit employees.

Section 5. No official time or travel will be authorized for representatives to review these directives other than the official time authorized in this Agreement.

ARTICLE 114 – Publicizing the Agreement

Section 1. The Agency will provide, at no cost to the Union, 5 ½ x 8½" spiral bound book copies of this Agreement, printed in type that can be easily read. The cover of the Agreement shall be cobalt blue with green print and shall contain each Party's logo equal in size measuring not less than two (2) inches in diameter.

Section 2. The Agency will also provide the National Office five hundred (500) hard copies of this agreement at no cost to the Union. The Agency will also provide the Union an electronic version of the Agreement used to print the hard copy of this Agreement.

Section 3. The Agency will provide a hard copy of this Agreement and a link to an electronic version to all bargaining unit employees in the unit as well as a copy to any employee entering the bargaining unit after the effective date of this Agreement. The electronic version shall be in a downloadable and searchable format.

ARTICLE 115 – Reopener

Section 1. In the event legislation is enacted that affect any provision(s) of this Agreement, the Parties shall reopen the affected provision(s) and renegotiate its contents.

Section 2. Any modification of the provisions or regulations of the Federal Labor Relations Authority affecting a provision of this Agreement or the relationship of the Parties may serve as a basis for the reopening of the affected provision(s).

Section 3. In the event that any law or action of the Government of the United States renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall continue in effect for the term of the Agreement, and the Parties, at the request of either Party, shall promptly reopen and renegotiate the null and void provisions.

ARTICLE 116 – Duration

Section 1. This Agreement shall remain in effect for sixty (60) months from the date it is approved under Section 7114(c) of the Statute, or on the thirty-first day after it is signed by both Parties,

whichever occurs first.

Section 2. This Agreement shall be automatically renewed for periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate the Agreement. If this Agreement is automatically renewed under this Section, the policies of DOT and FAA, current at the time of renewal, shall be controlling in the event of conflict or incompatibility with the Agreement.

Section 3. Written notice to amend or terminate the Agreement must be given not more than one hundred-eighty (180) calendar days or not less than one hundred-fifty (150) calendar days preceding the expiration date of this Agreement. Negotiations shall commence not later than thirty (30) calendar days after receipt of the written notice. If negotiations are not completed prior to the expiration date, this Agreement shall remain in full force and effect until a new agreement is reached.

ARTICLE 117 – Employee Express

Section 1. All employees are required to use Employee Express (EEX) to process personnel actions which are capable of being accomplished through EEX. Employees who have physical impairments will receive assistance, upon request, in order to process their payroll and personnel information using EEX.

Section 2. The Parties agree that for all employees who do not have personal workstations with computer and printer access, access will be provided during administrative hours to computers and printers in administrative areas for the purpose of using EEX. These computers shall not be computers already assigned as personal workstations.

Section 3. Employee Access to EEX:

Employees shall access the EEX website, www.EmployeeExpress.gov, and shall long into EEX in one of two ways:

1) Employees may access EEX through an FAA computer/government furnished equipment (GFE) using their PIV card; or

2) Employees may access EEX from non-FAA computers/GFE through Login.gov (or its replacement) on the EEX page.

Employees may request assistance by submitting a help request through the EEX home page or the Login.gov site.

Section 4. Employees shall have the ability to access EEX while in a duty status, if otherwise in a duty status. The Union will be provided notice when changes are made to EEX access that impact employees.

ARTICLE 118 – Electronic Funds Transfer

Section 1. Any bargaining unit employee who determines in their sole discretion that payment by Electronic Funds Transfer (EFT) would impose a financial hardship or other hardship shall receive a waiver from payment by EFT. The employee must request the waiver in writing. The Agency shall not require evidence of this hardship. The Agency shall process the waiver in an expeditious manner.

Section 2. Any bargaining unit employee not receiving payments by EFT shall receive payments by check until the individual notifies the Agency otherwise.

Section 3. All EFTs for payroll deposits shall be accompanied with a Statement of Earnings and Leave.

ARTICLE 119 – Flexible Spending Accounts

Section 1. The Agency has adopted a Federal Flexible Spending Account (FSA) program that was initiated by the Office of Personnel Management (OPM). A Health Care FSA pays for the uncovered or unreimbursed portions of qualified medical costs. A Dependent Care FSA provides for the payment of eligible expenses for dependent care.

Section 2. Should OPM change any portion of the program, the Agency agrees to adopt the provision(s) and provide notification to the Union and bargaining unit employees (BUEs).

Section 3. The Parties agree that all BUEs covered by this Agreement are eligible to participate in the FSA program, as long as they meet the eligibility criteria established by OPM.

Section 4. The Agency agrees to post the FSA website address at each facility in a place frequented by BUEs.

ARTICLE 120 – Overpayments of Pay and Allowances

Section 1. No debt arising from the employment of employees will be collected prior to an employee being given a notice in compliance FAA Order 2400.12, FAA Financial Manual, Volume 12 – Employee Indebtedness, and this Agreement. Notices under this article shall include, at a minimum, the following information:

a. Basis for any debt(s);

b. Amount of the debt;

c. Payment due dates and payment options;

d. Procedural rights including how to challenge debts and/or request a waiver of debt;

e. Copies of documents that verify the erroneous over payments.

Upon request, employees will be provided copies of all other documents maintained by the Agency related to the debt.

Section 2. Challenges.

a. An employee may challenge the validity of any indebtedness or overpayment of pay or allowances or of travel, transportation or relocation allowances under the procedure set forth in FAA Order 2400.12, FAA Financial Manual, Volume 12 - Employee Indebtedness, or under the negotiated grievance procedure set forth in Article 5 of this Agreement, but not under both procedures.

b. Where the employee has challenged the validity of the debt and requests a stay either through the Article 5 Grievance Procedure or FAA Order 2400.12, FAA Financial Manual, Volume 12 – Employee Indebtedness, no monies shall be collected or withheld for any indebtedness until a final decision is rendered by the proper authority. For the purpose of this section, "final decision" will be the decision of the Administrative Law Judge or arbitrator, or a signed agreement, as appropriate.

Section 3. Waivers.

a. An employee may request a waiver of any erroneous payment of pay or allowances in accordance with FAA order 2400.12, Financial Manual, Volume 12 – Employee Indebtedness.

b. A waiver request submitted before the payment due date will be interpreted as a concession by the employee that the debt is valid in accordance with FAA Order 2400.12, FAA Financial Manual, Volume 12 – Employee Indebtedness.

c. No monies shall be collected or withheld for any erroneous payment until final adjudication of any waiver request.

d. Waiver requests will not be denied for arbitrary reasons and will generally follow the guidance set forth in policy and this agreement.

Section 4. The Agency should consult with the Financial Policy Division prior to settling or sustaining a grievance under this Article.

Section 5. **Arbitrations.**

a. The arbitrator's decision on the merits of a grievance under this Article shall be confined to the validity of the debt and the appropriate remedy, if applicable.

b. The arbitrator shall have no authority to waive a debt.

c. Following issuance of the arbitrator's decision finding a valid debt (or a settlement agreement setting forth that the debt is valid), the employee may submit a request for waiver of the erroneous payment under FAA Order 2400.12, FAA Financial Manual, Volume 12 – Employee Indebtedness no later than thirty (30) days following issuance of the arbitrator's decision.

Section 6. The Agency agrees to consider employee statements of undue hardship of repayment schedules, provided they are timely and are submitted in accordance with current Directives, prior to establishing repayment schedules for significant indebtedness.

ARTICLE 121 – Voluntary Allotment Deductions

Section 1. In addition to the regular deductions authorized by Agency directives for national Union dues, the Agency shall permit employees to voluntarily designate up to three (3) additional Union allotments from their pay, provided said allotments are for a lawful purpose deemed appropriate by the head of the Agency, as permitted by 5 CFR § 550.311(b). The Union shall not incur any fees for this service.

Section 2. Each pay period, with respect to allotments for the Union's political action committee, the Union shall be provided with an electronic list showing the names of employees, the last four digits of each employee's social security number, FAA Region/Service Area, year/pay period/Federal Personnel Payroll System (FPPS) Code, and the amount remitted by the accompanying Electronic Funds Transfer (EFT). The Union shall not incur any fees for this service.

ARTICLE 122 – Retirement and Benefits

Section 1. The Agency recognizes its obligation to fully inform employees of the bargaining unit about all of the benefits for which they may be eligible, and the costs and consequences of benefit plans or options, and to assist them in initiating claims for these benefits. The Agency agrees to take affirmative action to fulfill this obligation through such means as presenting webinars, new employee orientations, electronic/virtual communication, supplying brochures, pamphlets, and other appropriate information and assisting employees in filing benefit claims. This information shall be made available on an annual basis to all bargaining unit employees (BUEs).

Section 2. The Agency shall ensure that FAA personnel actions related to the death of an employee are processed promptly so that there is no loss of benefits or undue delay.

Section 3. The Agency shall provide a retirement planning program to be made available annually. All employees within fourteen (14) years of retirement eligibility may voluntarily participate; however, those employees within six (6) years of retirement shall be given the first opportunity to participate, if there are constraints on the number of participants. The program shall include, but not be limited to, briefings, individual counseling, assistance, information and materials distribution. These employees shall be permitted to participate in one program in duty status.

Nothing in this section shall prohibit employees from participating in additional programs in a non-duty status, subject to space availability.

Section 4. After an employee's death the Agency shall contact the deceased employee's primary beneficiary to conduct a virtual benefits counseling session by phone and/or video conferencing. All benefits to which a deceased employee's beneficiary may be entitled shall be fully explained. The Human Resources (HR) Specialist shall assist in completing the appropriate forms and filing the claim for unpaid compensation benefits. Those benefits shall include, but not be limited to, lump sum leave payment, any retirement insurance, general information on Social Security benefits including the location of a local Social Security information office, and other services to which the beneficiary may be entitled. The HR Specialist shall be the contact point until all applicable benefits are settled. At the primary beneficiary's or next of kin's consent, PASS may provide assistance or act as a liaison.

Section 5. Electronic copies of brochures and pamphlets referred to in Section 1 shall be provided to the national and regional offices of the Union, upon request.

Section 6. The Agency agrees to inform employees during the Annual Health Benefit Plan "Open Season" of their right to enroll in a plan, change options within a plan, or change to a different plan.

Section 7. The Agency shall ensure that the most recent electronic version of the following brochures and forms are available on the FAA Benefits Operations Center (BOC) webpage for review to all employees:

a. Enrollment Information Guide and Plan Comparison Chart;

b. brochures on both government-wide plans;

c. any brochures they may request on plans sponsored by employee organizations for which FAA employees may qualify; and

d. brochures of all comprehensive plans serving the area in which the employee is located.

Section 8. If there is any change in retirement plans or benefits, or related laws or regulations, the Agency at the national level shall within thirty (30) days brief the national Union officers. Any changes which may require negotiations shall be handled in accordance with Article 70.

Section 9. In the event it is determined that an employee is permanently disqualified for their duties, the Agency shall inform the employee of their rights, benefits, and options, including other types of positions for which the employee may be qualified, and the procedures for requesting consideration for such positions.

Section 10. The Parties recognize that applications for federal service retirements are subject to the rules, processing procedures and time limits established by the Office of Personnel Management (OPM). To assist in minimizing processing time, employees are encouraged to

submit their application for retirement to the FAA BOC ninety (90) days prior to the scheduled effective date of separation.

Section 11. Former BUEs who file retirement applications as stated in Section 10 and who fail to receive their annuity compensation within ninety (90) days after their separation from employment, may request the BOC to submit a follow-up letter of inquiry to the OPM on their behalf. Final decisions on an employee's retirement are solely within the control of the OPM.

Section 12. The Agency shall provide a retirement planning program for individuals participating in the Federal Employees Retirement System (FERS) and Civil Service Retirement System (CSRS). FERS and CSRS employees shall receive information as part of orientation, and follow-up individual counseling. The program may include, but not be limited to, webinars, electronic/virtual communication, virtual individual counseling, assistance, information and materials distribution. The planning program shall be made available to all new employees within one (1) year of entering duty with the Agency. FERS employees who have not received this program shall have it made available to them within two (2) years of the signing of this Agreement. Employees participating in this program shall be in duty status. Employees are not entitled to travel and per diem under this section. FERS employees shall receive standard education on the Thrift Savings Plan (TSP) during the TSP open seasons, and upon any major change to the TSP program.

Section 13. In the event that health fairs or similar activities are conducted at any Agency facility, the Agency should request participating vendors to be available so as to allow maximum employee participation on duty time. Additionally, the Agency should advise other facilities in the local area in order to allow for maximum participation. Employees are not entitled to travel and per diem under this section.

ARTICLE 123 – National Pay Procedures/Administration

Section 1. The Agency shall designate a nation-wide payday, which should be on the earliest day practicable following the close of the pay period. Such payday shall not be later that the second Tuesday after the close of the pay period. Statements of earnings and leave will be available on Employee Express no later than the second Tuesday after the close of the pay period.

Section 2. Any payment made by the Agency for salary or other type(s) of payment(s) shall be made by Electronic Funds Transfer (EFT), except as otherwise provided for in 31 CFR Part 208, Section 4. Any payment(s) made by EFT shall be made to the financial institution of the employee's choice. Any payment(s) made by the Agency shall be at no expense to the employee.

Section 3. If an employee does not receive their salary via paper/EFT by the close of business on the established payday, or the amount is incorrect, the employee is responsible for notifying the Agency.

a. In the event of an EFT error, the Agency payroll system will process an EFT within twenty-four (24) hours of bank verification.

b. In the event a paper issued check has been lost, destroyed, mutilated, stolen, or when the payee claims non-receipt of their Treasury check, the Agency will issue a recertified check as early as the third workday and not later than the fifth workday after the employee notifies the Agency.

Section 4. W-2 Forms and Wage and Tax Statements shall be distributed to bargaining unit employees no later than January 31 of each year.

Section 5. Except where specifically precluded by law or regulations, such as in the case of statutory salary/pay increases, when an employee becomes entitled to two (2) salary/pay benefits at the same time, the changes shall be affected in the order which provides the maximum salary/pay benefit to the employee.

Section 6. When it has been determined that, through administrative error or oversight, the employee is denied benefits or pay to which they are otherwise entitled or have been given more benefits or pay than the employee is entitled to, adjustments of said benefits shall be made as quickly as possible, in accordance with applicable law and regulation.

ARTICLE 124 – PASS/FAA Pay Plan

Section 1. This Article covers all bargaining unit employees (BUEs) represented by the Professional Aviation Safety Specialists (PASS). The following exceptions apply:

a. **Flight Program Operations and Mission Support Services.** Flight Program Operations and Mission Support Services employees are covered by the Agency's FG Pay Plan. Employees otherwise eligible to receive Air Traffic Revitalization Act (ATRA) Pay will continue to receive it for the term of the Agreement. Pay for BUEs occupying a 2181 Aircraft Operation Series in the Flight Program Operations will be in accordance with Appendix III-6 of this Agreement.

b. **Wage Grade Employees**. Wage Grade employees will continue to be covered under the Federal Wage System (FWS) and applicable Agency Directives.

c. Wage Grade employees assigned to a duty station in Alaska shall be covered by the Appropriated Fund Wage Area Definitions and special area differential schedules for Alaska (A0007, B0007, and C0007), in effect on the implementation date of this Agreement.

Section 2. To support the successful administration of a consistent and transparent pay system, the Parties shall meet annually at the National level at a mutually agreeable time and date to review the current state of the Parties' Pay Plan, and to discuss any issues that may have arisen since the last meeting. By mutual agreement, the Parties may agree to meet more frequently if necessary. The Union may appoint up to three (3) representatives to participate in the meeting(s) held under this Section.

Section 3. Any pay matter not specifically addressed in this Agreement shall be covered by the FAA Core Compensation Plan. For the purposes of this Article, Base Pay is defined as the annual rate of pay to be paid to an employee, not including locality pay and premium pays. Adjusted Base Pay is defined as Base Pay with the inclusion of locality pay.

Section 4. Salary Adjustments.

a. **Locality Pay.** Employees will continue to receive the locality pay adjustments recommended by OPM and approved by the President. The locality adjustment will be effective on the same date as that established for the rest of the Government. Base Pay is used to calculate pay actions and then applicable Locality Pay is applied on the Base Pay in effect.

b. For the duration of this Agreement, each employee will receive an annual increase to Base Pay equivalent to that provided to other Federal employees in the annual adjustment to pay under the statutory General Schedule (GS) increase, effective the first full pay period in January. If the annual adjustment will cause the employee's Base Pay to exceed the band maximum or the employee's Base Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in January.

c. For the duration of this Agreement, each employee will receive an annual length of service adjustment of one-point-six percent (1.6%) to Base Pay, not to exceed the pay band maximum, effective the first full pay period in June. If the length of service adjustment will cause the employee's Base Pay to exceed the band maximum, or the employee's Base Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in June. The annual length of service adjustment to Base Pay shall not be granted in any year in which a prohibition of step increases in the General Schedule (GS) is enacted by Statute.

Section 5. Annual Adjustments to Pay Bands. For the duration of this Agreement, pay bands are to be adjusted annually in the first full pay period of January equivalent to the percentage pay schedules are adjusted for employees under the General Schedule (GS).

Section 6. Salaries of Newly Hired or Rehired Employees. This Section applies to permanent and temporary employees. A newly hired employee is an individual who has not been previously employed by the FAA in a position covered by a bargaining unit listed in Appendix I of this Agreement. This includes individuals hired internally from the FAA, from the private sector and individuals hired from other government agencies. A rehired employee is an individual who is not currently employed by the FAA but was previously an FAA employee.

a. Pay setting principles for newly hired or re-hired employees will be in accordance with HRPM COMP-2.24c, Pay-Setting Principles for Placement in the Core Compensation Plan or Agency Policy applicable to internal selections.

b. Offers may only be extended to candidates after approval of the starting pay. Firm job offers must be communicated in writing in accordance with established procedures in each Human Resource Management Office and must include the prospective employee's starting pay.

c. An employee in series 2101, 856, 802, or 344 who successfully transitions through the applicable Developmental stages as established by the Agency shall be promoted to the Journey level, and shall have their Base Pay set at the minimum of the H band, or at a minimum of the G band for an employee in Series 802 or 344 who achieves journey level at the G band, plus four and three quarter percent (4.75%), or a Base Pay increase of eight percent (8%), whichever is higher.

Section 7. Minimum Base Pay for Series 2101 ATSS Employees.
The following table outlines the 2024 minimum base pay for Series 2101 ATSS employees in the F, G, H, I and J Bands. These minimums shall be adjusted (normally on an annual basis in January of each year) by the same percentage as the corresponding FAA Core Compensation pay band.

Minimum Base Pay for Existing and Newly Hired Series 2101 ATSS	
F-Band	$67,712.00
G-Band	$72,090.00
H-Band	$77,857.00
I-Band	$84,086.00
J-Band	Band Minimum

Section 8. Pay Setting.

a. **Pay Retention.** Pay retention shall be administered in accordance with HRPM COMP-2.11C and this Agreement.

b. **Promotion.** Promotions are defined as the movement of an employee to a position with a pay band higher than the employee's current pay band. Upon permanent or temporary promotion to a position with a higher pay band assignment, an employee's Base Pay will increase by eight percent (8%), unless a raise of eight percent (8%) would cause the employee's Base Pay to exceed the band maximum of the new pay band. In such cases, the employee's Base Pay will be set at the maximum of the new pay band. If the employee's current Base Pay is already above the maximum of the new pay band, the employee's Base Pay will remain unchanged. If the increase of eight percent (8%) would cause the employee's Base Pay to be below the new pay band minimum, the employee's Base Pay will be set at the new pay band minimum. In no event shall a promotion increase bring an employee's salary above the maximum of the pay band nor shall a portion of the promotion increase be paid out in a lump sum payment.

At the conclusion of a temporary promotion, an employee's Base Pay is recalculated as if the temporary promotion had not occurred.

If an employee is promoted to a position that is more than one pay band above their current position, they may receive an additional promotion increase. The amount of the promotion increase will be determined in accordance with Agency Directives.

Employees offered a promotion shall be informed in writing of the amount of the promotion increase and the projected effective date of the promotion at the time they are offered the promotion.

A temporary promotion does not preclude an employee from receiving travel and per diem in accordance with Article 97 if they would have otherwise been eligible for travel and per diem if not for the promotion.

c. **Re-Promotion.** Pay for employees who are re-promoted to a pay band previously held will be set within the range of pay in the new pay band between the employee's current rate of pay and their highest previous rate.

d. **Reassignment.** A reassignment is a permanent internal assignment to another position within the same pay band which represents a change in an employee's position of record. When an employee is reassigned, base pay will remain unchanged, unless the Agency determines that a reassignment increase is appropriate under HRPM COMP-2.8C.

e. **Details.** Employees who are detailed are not entitled to pay changes as a result of the detail. They continue to be paid at the rate paid for their position of record and receive any increases related to the position of record for the duration of the detail.

f. **Demotions.** A demotion is a change to a position in a lower pay band than the employee's current pay band.

1. Voluntary Demotion – When an employee's request for a voluntary demotion is granted, and their Base Pay falls within the lower pay band, their Base Pay will not change. When the employee's Base Pay prior to the voluntary demotion exceeds the maximum range of the lower band, the employee's Base Pay will be set at the maximum of the lower pay band. Future pay increases will be paid in accordance with Section 5, Annual Pay Adjustments.

2. Involuntary Demotion – No Fault of the Employee. When an employee, through no fault of their own, is involuntarily assigned to a new position in a lower pay band, no changes will be made to the employee's Base Pay. In the event that the employee's Base Pay exceeds the pay band maximum, future pay increases will be paid in accordance with Section 5, Annual Pay Adjustments.

3. Involuntary Demotion for Cause. When an employee is involuntarily assigned to a new position within a lower pay band as a result of a decision letter, the employee's Base Pay shall be reduced to the comparable position in the pay band, not to exceed the pay band maximum. For example, if the employee had been paid thirty percent (30%) band, pay will be set at the level that is thirty percent (30%) into the new pay

band. Future pay increases will be paid in accordance with Section 5, Annual Pay Adjustments.

Section 9. Annually, based on written request, the Union at the National level shall be provided with a list of the names, duty stations, amounts and dates of all reassignment increases, in-position increases, and retention and relocation incentives received by BUEs, unless otherwise prohibited by law.

Section 10. Movement from FV to FG positions shall be processed in accordance with HROI, Setting Pay for Moves from FV to FG.

Section 11. Workplace Circumstances.

a. **In-Position Increases.** In-position increases may be granted to employees in accordance with HRPM COMP-2.10C. In addition to the criteria specified in HRPM COMP-2.10C, the Agency may consider an employee's length of service and salary position within the pay band in making such determinations.

b. **Retention and Relocation Incentives.** Retention and relocation incentives may be granted to employees in accordance with HRPM PRE-3.8 and this Agreement. The implementation of incentives not in this Article will be subject to bargaining under Article 70, as appropriate.

c. **Awards and Incentives.** Awards and incentives shall be administered in accordance with applicable Agency policy, including HRPM PM-9.2 and this Agreement.

d. **Post Differential.** Eligible BUEs will continue to receive Post Differential in accordance with 5 CFR § Part 591, Agency Directives, and this Agreement.

e. **Overtime.** Overtime will be paid in accordance with Article 47.

f. **Annual Premium Pay.** Annual premium pay will be administered in accordance with Agency Directives. In the event the Agency assigns Annual Premium Pay to an employee, the rate of Annual Premium Pay will not result in a payment less than the amount of pay the employee would have otherwise received under the FLSA, in addition to premium pay and differentials known to be associated with the work assignment.

g. **Compensatory Time**. The payment for unused compensatory time shall be administered in accordance Article 48.

h. **Travel Compensatory Time.** Employees may not receive payment under any circumstances for unused travel compensatory time in accordance with Article 103.

i. **Locality Pay for Employees on International Assignment.** Employees on international assignments outside the continental United States shall be provided

locality-based comparability pay in the same manner as employees of the U.S. State Department who are on international assignments. The rate of locality pay shall be determined as if the employee were assigned to Washington, D.C. For the period preceding January 2013, payment shall be .667% of Washington, D.C. locality. As of January 2013, employees will receive the full amount of the applicable locality pay.

j. **Rural Alaska Rotation Pay.** A Rural Alaska Rotation Pay (RARP) premium at the rate of 10% of adjusted base pay is authorized when an employee is assigned to an 8/6 schedule (defined as eight (8) consecutive 10-hour workdays followed by six (6) consecutive days off) conforming to the basic work requirement. The use of the 8/6 schedule is at the discretion of the Agency. Employees will receive RARP at the following locations when the employee is in a travel status, or when the following locations serve as a base hub for travel to/from other remote locations when the employee is in a travel status:

- Aniak
- Cold Bay
- Deadhorse
- Adak
- Kotzebue
- Middleton Island
- St. Mary's
- Dutch Harbor/Unalaska
- St. Paul
- Barrow
- St. George
- Shemya
- Nome
- Bethel
- King Salmon

1. Only employees who volunteer may be assigned to work an 8/6 schedule.

2. If the travel status of an employee working an 8/6 schedule is terminated by the Agency for any reason the employee will receive RARP through the end of the workday on which their travel status is terminated.

3. Upon request of the Union at the National level, the Parties will meet annually to discuss the possible inclusion of additional sites to the list of designated RARP locations.

k. **PREMIUM PAY.** BUEs will receive all premium pay percentages and differentials in connection with holidays, night differential, Sundays, COLA, Employee In Charge (EIC) On-the-job Training (OJT) and any other premiums/differentials in accordance with applicable laws, regulations, Directives, and this Agreement.

Sunday Premium Pay: Employees will earn Sunday premium pay at an additional rate of twenty-five percent (25%) of their hourly rate of Adjusted Base Pay for all regular (non-overtime) hours actually worked on Sunday.

Night Differential: Employees will earn night differential at an additional rate of ten percent (10%) of their hourly rate of Adjusted Base Pay for all regular (non-overtime) hours and regularly scheduled overtime actually worked between 6:00 PM and 6:00

AM, unless otherwise provided for in this Agreement.

l. An employee who is giving or receiving training during a period of duty for which they are already receiving overtime, holiday, Sunday, or night differential pay shall continue to receive that pay for the time spent giving or receiving the training. Employees who are required to attend training on a scheduled or special holiday designated by Executive Order shall receive holiday premium pay at their rate of basic pay, plus premium pay at a rate equal to their rate of basic pay.

m. **Compensated Telephone Availability (CTA).** Employees will be compensated for CTA assignments in accordance with Article 49 of this Agreement.

Section 12. Lump Sum Payment. BUEs will receive a lump sum payment in the amount of one and one-half percent (1.5%) of their adjusted base pay (including locality) to be paid out within ninety (90) days following the effective date of this Agreement.

Section 13. Incentive for FV-2101 H band Employees at "Hard to Retain" Locations. Annually on or before October 1st, the Agency will publish a list of System Support Centers (SSCs) that support the Core 30 airports and are identified as "hard to retain" locations. Once annually, the Agency will brief PASS on which facilities are identified as "hard to retain." FV-2101-H employees on board at these identified "hard to retain" locations will be paid an incentive according to the following procedures:

a. On the first full pay period after the twenty-sixth (26th) pay period after the list of "hard to retain" locations is published, all FV-2101 H ATSS employees on board at those locations will receive an incentive payment of up to $5,000.

b. To receive the full $5,000 payment, an FV-2101-H employee must be continuously on-board at the "hard to retain" location from when the list of "hard to retain" locations was first published until the end of the twenty-sixth (26th) pay period after the publishing of the list.

c. FV-2101-H employees who were not on-board for the full twenty-six (26) pay periods will receive a prorated payment equal to $5,000 divided by twenty-six (26) then multiplied by the number of pay-periods they were on board at the location.

d. FV-2101 employees who are promoted to an FV-2101-H at any time during the twenty-six (26) pay periods will receive a prorated payment equal to $5,000 divided by twenty-six (26) then multiplied by the number of pay-periods they were on board as an FV-2101-H at the location.

FV-2101-H employees who are on an Opportunity to Demonstrate Performance or receive a disciplinary action greater than a Letter of Reprimand during the twenty-six (26) pay periods subsequent to the publishing of the list will not be eligible to receive the incentive.

Section 14. Temporary Incentive Program. This program shall serve as a mechanism to facilitate the temporary movement of fully trained personnel into mission-critical positions with the goal of addressing short-term operational needs. The Agency is responsible for the identification of facilities experiencing short-term operational needs.

Employees who volunteer and are selected for a temporary assignment to facilities with short-term operational needs will receive an incentive payment of eight percent (8%) of Base Pay, subject to a service agreement. Employees are eligible to receive the incentive payment only while covered by a service agreement. Incentive payments will be made in accordance with the HRPM PRE-3.8c, Relocation Incentives and will cease when the assignment ends.

Solicitations and associated service agreements will include the following criteria:

a. Location of need/facility name;

b. Technical or administrative requirements;

c. Duration of the assignment

d. Percentage of the incentive; and

e. Eligibility for travel and per diem.

Duty locations will not be changed as a result of this assignment. Travel and per diem will be paid in accordance with the FAA Travel Policy and this Agreement.

Section 15. Flight Program Operations Training Completion Incentive Program.

a. The Parties agree that the Training Completion Incentive is a means of retaining qualified FG-2181s in the Flight Program Operations workforce.

b. Flight Program Operations Pilots who successfully complete training and obtain the Airspace System Inspection Pilot (ASIP) qualification and maintain all other pilot currency and proficiency requirements, are eligible to receive a Training Completion Incentive of $10,000. Employees will be eligible to participate on the anniversary date of their ASIP credential. The employee must have maintained their ASIP credentials for the 12 months immediately preceding their participation in the incentive program.

c. The Training Completion Incentive may be renewed for a second year, under the terms described in subparagraph b, above. Employees will be able to participate in the Training Completion Incentive Program for a maximum of two (2) years.

d. Currency and proficiency requirements are established by JO 3330.1, Flight Program Operations Training and Development for Aircraft Operations Technical Occupations.

e. The employee will sign a service agreement acknowledging the requirement for the employee to stay in that position for a period of one year in exchange for the incentive. The service period must begin on the first day of a pay period and end on the last day of the pay period. The FAA will pay the $10,000 incentive in one (1) payment to be made the first full pay period after the ASIP anniversary date.

f. The Training Completion Incentive will not be paid if the employee fails to maintain their qualification as an ASIP during the term of their service agreement; falls below the minimum currency and proficiency requirements (as applicable), is demoted or separated from FAA service for cause, placed on an "Opportunity to Demonstrate Performance Plan (ODP)", or voluntarily leaves the position subject to the service agreement before completing the agreed upon service period. Under any of these circumstances, the employee will retain payments previously made that were attributable to completed service and forfeit any prorated payment not attributable to completed service. However, under these circumstances, an employee will not receive any additional amount of the Training Completion Incentive that was not paid out. Any termination of the Training Completion Incentive or questions about this incentive are subject to challenge by way of the grievance process established in this agreement or other appropriate legal venues. Overpayments will be processed in accordance with Article 120.

Section 16. Sick Leave Buy Back. Bargaining unit employees covered by the Federal Employees Retirement System (FERS) shall be eligible upon retirement for a Sick Leave Buy Back option as follows: An employee who attains the required number of years of service for retirement shall be entitled to receive a lump sum payment for forty percent (40%) of the value of their accumulated sick leave as of the effective day of their retirement, unless a law, rule or regulation provides a greater benefit.

ARTICLE 125 – Furloughs

Section 1. A furlough is a non-disciplinary action placing an employee in a temporary nonduty and non-pay status because of lack of work or funds or for other non-disciplinary reasons, such as an emergency or a lapse in appropriations or authorization. The types of furloughs covered under this Agreement are as follows: save money (or non-emergency), furlough of more than thirty (30) continuous calendar days or twenty-two (22) discontinuous workdays and emergency (shutdown) or lapse of appropriation (authorization). Furloughs of bargaining unit employees will be governed by HRPM EMP- 1.27 and this Agreement.

Section 2. When implementing a save money or non-emergency furlough of thirty (30) days or less, each Line of Business/Staff Office shall engage in pre-decisional involvement with the Union at the corresponding level, in considering the following actions in order to avoid or mitigate the effects of a furlough:

a. Request approval from the Office of Personnel Management to use the Voluntary Early Retirement Authority (VERA) which allows permanent employees to retire early;

b. Authorize the use of the Voluntary Separation Incentive Pay (VISP) to eligible employees to voluntarily separate through retirement or resignation;

c. Support/encourage voluntary action such as voluntary changes from full-time to part-time schedules, voluntary resignations or retirements, acceptance of other federal jobs, voluntary placement in furlough status or additional days in furlough status;

d. Ensure that part-time employees work only the number of hours in their official work schedule and/or changing the part-time employee's official work schedule to one with fewer hours.

e. Offer employees with the affected organization the opportunity to volunteer for involuntary reduction-in-force (RIF) separations;

f. Implement hiring and/or promotion freezes;

g. Terminate temporary appointments;

h. Terminate reemployed annuitants;

i. Curtail overtime, except in emergency cases; and

j. Implement furlough on authorized holidays.

Section 3. In the case of a save money or non-emergency furlough, the Agency shall provide the Union a copy of the Agency's business case/furlough plan as soon as possible upon final approval from AHR. Except in the case of an emergency furlough, the Union will be provided a briefing on information relied upon by the Agency in making its decision to furlough bargaining unit employees, including actions considered to avoid or mitigate the effects of the furlough.

Section 4. In the event the Agency determines that it must implement a save money furlough, it will provide notice and opportunity to bargain in accordance with Article 70. The notice will contain, at a minimum, the proposed number of employees that will be furloughed and the proposed amount of days and/or hours associated with each furlough. In conjunction with the bargaining process, the Parties will also develop a joint Questions and Answers (Q&A) for reference by bargaining unit employees impacted by the furlough.

Section 5. A written notice of the proposed furlough action will be signed by the deciding official and given to the employee at least thirty (30) days prior to the proposed effective date. The Agency may use electronic delivery for the both the notice of proposed furlough and the final letter of decision, as appropriate. This notice shall contain the maximum number of days/hours the employee will be furloughed. If a furlough period is extended, the Parties acknowledge that the Union will be provided notice and an opportunity to bargain, as appropriate.

Section 6. For furloughs other than a lapse in Congressional appropriations, the provisions contained in Article 18, Disciplinary and Performance Actions, shall apply.

Section 7. For part-time employees, the furlough requirements shall be pro-rated by computing the furlough days as furlough hours in the same proportion to those hours scheduled for full-time employees working 80 hours biweekly, based on work schedules.

Section 8. For furloughs of more than thirty (30) continuous calendar days or more than twenty-two (22) workdays, the RIF procedures contained in Article 107 shall apply.

Section 9. In scheduling a save money or non-emergency furlough, the furlough requirement may be expressed in terms of days or hours. An employee's current work schedule, including AWS, determines the number of hours in his or her workday. For purposes of equity, employees will not be furloughed more than eight (8) hours in a workday, unless otherwise agreed to by the Parties.

Section 10. Whenever a furlough occurs that will result in the employee being placed in a non-pay status, an SF-8 (Notice to Federal Employees About Unemployment Insurance) will be provided not later than when the non-pay status begins. In addition, a link will be provided to a fact sheet containing information on applying for unemployment benefits.

Section 11. A previously scheduled and approved day of annual leave, sick leave, court leave, military leave, leave for bone marrow or organ donation, or any other approved leave will not be converted to a furlough day unless agreed to by the employee, providing that the required furlough day(s)/hour(s) can be accomplished during the corresponding pay period.

Section 12. If an employee is scheduled to be on LWOP during his or her furlough period, the employee may designate any hours and/or days of LWOP as furlough time off in order to meet the furlough requirements.

Section 13. An employee who is on approved LWOP under the FMLA on days that coincide with the period of furlough shall be permitted to convert their LWOP to furlough time.

Section 14. When an employee's pay is insufficient to permit all deductions to be made, the Agency shall follow the order of precedence for applying deductions in compliance with applicable directives.

Section 15. An employee is entitled to receive pay for a holiday so long as they are in a pay status on either the workday preceding a holiday or the workday following a holiday. This applies to the in lieu of holiday as well.

Section 16. At those facilities where no leave exigency exists, cancellation of approved leave shall be in accordance with Article 40.

Section 17. The Parties agree that, notwithstanding any provision in this Agreement or Agency directive, if a furlough substantially interferes with the timing of a developmental employee's transition through the applicable developmental stages by, for example, preventing the employee from receiving necessary training, and who, but for the furlough, would have received a pay increase or promotion as a result of transitioning to journey level status, the Parties will meet to discuss appropriate resolution of the matter, if any, at the Service Area, Division, or the equivalent

organizational level. In the absence of a mutually agreeable resolution, the Union is free to pursue other appropriate remedies.

Section 18. Temporary employees retained by the Agency shall receive their furlough days/hours in the same manner as permanent employees.

Section 19. Absences due to a furlough shall be taken into consideration when assessing performance.

Section 20. Employees may utilize Employee Assistance Program (EAP) while in a furlough status to obtain credit/financial counseling services.

Section 21. To the extent authorized by law, Agency subsidized programs, including but not limited to childcare, transit and parking subsidies, shall not be negatively affected by a furlough.

Section 22. The Agency will make available through the employee website, a letter which may be presented to their creditors detailing the length of the furlough and the impact on the employee's salary.

Section 23. During the furlough period, any employee on temporary assignment away from the facility/office shall continue to be reimbursed for expenses authorized by applicable travel directives and this Agreement. An employee's authorized use of a rental vehicle on a temporary duty assignment (TDY) shall not be affected by the furlough day(s)/hour(s) assigned.

Section 24. The following procedures shall be followed in the event of a lack of appropriation/lack of authorization:

a. The Union shall be provided with a copy of the Agency's shutdown furlough plan as soon as possible after it is finalized.

b. As soon as possible, the Agency shall provide the Union with an initial list of all bargaining unit employees covered by the furlough containing each employee's name, job series, duty location and furlough code ("excepted" or "non-excepted), and numerical category (subject to recall, etc.). If it is not possible to provide this information prior to implementation of the furlough, it shall be provided as soon as possible after implementation. If an employee's furlough code is changed, the Union shall be notified with the employee's name, duty station, and new furlough code as soon as possible.

c. Upon request, the Agency shall timely provide the Union the criteria utilized to determine whether an employee was excepted or non-excepted during the shutdown furlough.

d. Within thirty (30) calendar days of the conclusion of the shutdown, the Agency shall provide the Union the criteria and justification utilized to recall employees coded as "non-excepted" back to work during the shutdown furlough.

e. Each bargaining unit employee who is subject to a shutdown furlough will be notified in writing as soon as possible. The Agency may use electronic delivery.

f. The Agency will maintain on the FAA employee website all applicable policy guidance and a list of frequently asked questions advising employees of their rights during a shutdown furlough.

g. As soon as possible after the Agency's decision to implement a shutdown furlough, the Agency shall post on the FAA employee website all applicable policy guidance and a list of frequently asked questions advising employees of their rights during a shutdown furlough.

h. In the event the Agency recalls a limited number of employees during the shutdown, the Agency shall determine the recall criteria and necessary qualifications of the employees to be recalled. If more employees satisfy the criteria and qualifications than necessary for the recall, the Agency shall solicit volunteers to fill the positions to be filled under the recall. If there are more volunteers than available positions, the employees shall be selected using FAA seniority. If there are fewer volunteers than required, the Agency shall select the remaining employees using reverse FAA seniority. As soon as possible after receipt of a request by the Union, the Union shall be provided with a list of all recalled employees, including their job series, duty station, and date of recall.

i. In the event a shutdown furlough is cancelled with insufficient notice for an employee to return to duty, the employee at their discretion will be allowed to substitute annual leave, credit hours, compensatory time, or leave without pay for the cancelled furlough days.

j. In the event an employee is unable to schedule annual leave due to the shutdown furlough and, as a result, risks the forfeiture of leave, the Agency will assist the employee in identifying alternate dates for the employee to use their use or lose annual leave before the end of the leave year. In the event sufficient dates cannot be granted, the Agency will consider if the circumstances warrant consideration for leave restoration. If leave restoration is denied, the employee, upon request, shall be provided with a written explanation for the Agency's decision. Prior approval of the leave is not required in order to be considered for restoration.

k. The Parties agree that all dispute resolution timelines/deadlines not related to midterm bargaining contained in the Parties' CBAs are extended by the number of days that the FAA is shutdown, plus fourteen (14) calendar days from the final day of the shutdown.

l. The Parties agree that all midterm bargaining timelines will be held in abeyance until fourteen (14) calendar days after the final day of the shutdown for changes initiated prior to the date the appropriations lapsed. During the shutdown, the Agency will provide a copy of all midterm bargaining notices initiated at all levels directly to the PASS National President.

m. PASS bargaining unit employees shall be paid back pay on the same date as the earliest date on which back pay payments are made to any other FAA employee. Regular deductions shall be made from any back pay including Union allotments and PAC contributions.

n. In the event an employee is scheduled to serve a disciplinary suspension during the government shutdown, such suspension will run concurrent with the period of time the employee is on furlough.

o. Employees serving as Union representatives may work on official time during the shutdown if triggered by an excepted management action, consistent with OPM guidance. Official time taken during the shutdown must be approved in advance by a management official.

Section 25.: Use of Government Furnished Equipment (GFE) in Shutdowns: Employees in furlough status may use GFE to access FAA email accounts or any specific website established by the Agency to check operating status, schedules, or other matters related to the furlough/shutdown but may not:

a. Use GFE such as laptop, computer, tablet, or cell phone to perform work;

b. Access FAA eCenter or PIV card to perform work;

c. Drive a GOV on furlough day; or

d. Work for the FAA from home or serve as an unpaid volunteer for the FAA.

ARTICLE 126 – Documentation for Positions in the FG Pay System

Section 1. The Parties recognize that position classification standards for bargaining unit employees in the FG pay system are established by the Agency as authorized in HRPM PMC-10.3.

a. The Agency shall notify the Union at the national level before changing any of the applicable classification standards and shall consider the Union's comments on the changes.

b. If the Agency creates a standard via a parenthetical title, the Agency shall notify the Union at the national level and shall consider the Union's comments on the changes.

Such notice shall be provided as soon as possible, but not less than thirty (30) days in advance of issuance.

Section 2. Position Descriptions (PD).

a. Each employee covered by this Agreement shall be provided a position description (PD). The PD shall accurately reflect the major important, regular, and recurring duties and responsibilities of the position that are the basis for the classification of the position. The inclusion of "other duties as assigned" in a PD only relates to duties that do not affect the classification of the employee's position, and such duties shall normally have a reasonable relationship to the employee's PD.

b. If an employee believes that the PD is not accurate, the employee, with the assistance of a Union representative, may request a review by the appropriate supervisor. Such review will normally occur within thirty (30) days of the request. Any dispute regarding the accuracy of the text of an employee's PD may be grieved under this Agreement.

Section 3. The Union may submit written recommendations and present supporting evidence to the appropriate management official concerning the adequacy of any of the text of any standardized PD for employees covered by this Agreement. The Agency agrees to review the material submitted and advise the Union of the results.

Section 4. The Agency shall notify the Union, at the appropriate level, at least thirty (30) days in advance, when significant changes are to be made to a standardized PD for employees covered by this Agreement. When the Agency provides more than ten (10) PDs at any given time, the Parties will determine a mutually agreeable timeline for review, but not less than sixty (60) days.

Section 5. Upon request by the Union, the Agency will provide a current copy of a standardized PD used within the bargaining unit.

Section 6. When the Agency conducts a Position Classification Review regarding any position in the bargaining unit that results in a change to a position classification, the Agency will provide the Union with the findings and determinations at least thirty (30) days prior to implementing any change.

Section 7. Desk Audits. An employee who believes that there are unresolved and continuing differences between their work assignments and the PD, which substantially affects the accuracy of the classification of the employee's position, may request a desk audit through their Front Line Manager (FLM). Desk audits are conducted by the Office of Human Resource Services (AHF) pursuant to HRPM PMC-10.1 as applicable.

a. Such audits will include an interview with the employee to give the employee an opportunity to explain why they believe the classification is not accurate.

1. The employee may provide documents and other evidence related to their claim that their position is not classified correctly.

2. A Union representative will be permitted to attend such interviews at the employee's request.

3. If made, the employee will be given a copy of any notes or summaries of the interview.

4. A written record of the evaluation and/or classification relied upon to make a determination will be prepared and provided to the employee.

5. The employee may thereafter submit a written clarification or additional information they would like to be considered as part of the audit.

b. The results of a desk audit are final and binding; there are no other avenues of review or appeal available for an FAA employee.

c. Desk audits will normally be completed within ninety (90) days.

d. The desk audit process does not preclude any other rights available under this agreement.

ARTICLE 127 – Facility/Office Evaluations, Audits, and Assessments

Section 1. When an evaluation, audit, assessment, or National Airspace System Technical Evaluation Program (NASTEP) of an ATO facility/office is conducted that impacts bargaining unit employees, the Union will be provided the opportunity to attend round table discussions and debriefings to facility management for the purpose of such discussions or briefings. Upon request, the Union Representative at the local level will be allowed to attend the final debriefing. Official time shall be granted if they are otherwise in a duty status.

Section 2. A Union representative is entitled to attend formal discussions conducted with bargaining unit employees during the evaluation, audit, assessment, or NASTEP which meet the criteria of 5 USC § 7114 (a)(2)(A) as referenced in Article 4, Section 2, if not otherwise covered by this article.

Section 3. Upon completion, the Union Representative at the local level shall be provided a copy of an evaluation, audit, assessment, or NASTEP conducted at their facility/office. Additionally, if requested by the Union, the Agency will provide electronic copies of historical evaluations, audits, assessments, or NASTEPs conducted at the facility/office.

ARTICLE 128 – Hosted Assignments

Section 1. A Hosted Assignment is defined as an assignment where the bargaining unit employee (BUE) is generally not physically co-located with other employees in their organization or their manager. Employees placed on a Hosted Assignment will normally remain at their currently assigned Host Office.

Section 2. Host Office. For the purpose of this Article, a Host Office is defined as the FAA physical workspace assigned by the Agency where the BUE will report.

Section 3. Hosted BUE. Hosted BUEs are BUEs who are assigned to a Host Office as defined in Section 2 of this Article.

a. Hosted BUEs will be treated in a fair and equitable manner as other BUEs assigned to the same FAA facility.

1. BUEs assigned to a Host Office will be provided adequate workspace at their Host Office commensurate with their position, work responsibilities, and this Agreement.

2. BUEs assigned to a Host Office will be provided adequate office equipment, including, but not limited to, a desk, chair, telephone, basic office supplies and automation support (i.e., LAN connectivity and printer access).

b. Hosted BUEs must adhere to all applicable local office policies (i.e., safety, security and well-being of the office).

Section 4. Employees assigned to a Host Office shall be represented by the appropriate PASS representative having responsibility for the Hosted BUEs' organizational unit, which may not be the local level PASS representative in the Host Office. This provision shall not be construed to prevent PASS from designating its representatives.

Section 5. Nothing in this Article shall be construed to impact any right by BUEs to request a telework arrangement pursuant to Article 37.

ARTICLE 129 – Diversity, Equity, Inclusion and Accessibility

Section 1. The Parties recognize that a federal government that reflects the diversity of the nation is more successful and effective. We also recognize the mutual benefits to cultivate a federal workforce that draws from the full diversity of the Nation and that advances equitable employment opportunities. We further recognize that an effective workplace empowers people at all levels to contribute the best of their talent toward the agency's mission. This Article sets forth the Parties' recognition of and reflects the Agency's Diversity, Equity, Inclusion, and Accessibility (DEIA) of the workforce in support of the Agency's mission. The Parties are committed to promoting and supporting DEIA.

Section 2. For the duration of the Agency's DEIA Steering Committee (or its successor), the Union will be provided the opportunity to continue participation. If the Agency decides to terminate the DEIA Steering Committee, or its successor, the Union will be notified in accordance with Article 70 in an effort to continue promoting and supporting DEIA. This may result in the creation of a new workgroup.

Section 3. For the purposes of this Article, the following definitions apply:

Diversity The practice of including the many communities, identities, races, ethnicities, backgrounds, abilities, cultures, and beliefs of the American people, including underserved communities. Diversity is defined as a collection of individual attributes that together help agencies pursue organizational objectives efficiently and effectively. These include, but are not limited to, characteristics such as national origin, language, race, color, disability, ethnicity, gender, age, religion, sexual orientation, gender identity, socioeconomic status, veteran status, and family structures. The concept also encompasses differences concerning where individuals are from, where they have lived, as well as their differences of thought and life experiences.

Equity The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment. Underserved communities are defined as populations sharing a particular characteristic, as well as geographic communities that have been systematically denied a full opportunity to participate in aspects of economic, social, and civil life.

Inclusion The recognition, appreciation, and use of the talents and skills of employees of all backgrounds via a culture that connects each employee to the organization; encourages collaboration, flexibility, and fairness; and leverages diversity through the organization so that all individuals are able to participate and contribute to their full potential.

Accessibility The design, construction, development, and maintenance of facilities, information and communication technology, programs, and services so that all people, including people with disabilities, can fully and independently use them. Accessibility includes the provision of accommodations and modifications to ensure equal access to employment and participation in activities for people with disabilities, the reduction or elimination of physical and attitudinal barriers to equitable opportunities, a commitment to ensuring that people with disabilities can independently access every outward-facing and internal activity or electronic space, and the pursuit of best practices such as universal design.

ARTICLE 130 – Employee Assistance Program (EAP)

Section 1. The Employee Assistance Program is designed to promote the well-being of employees and their family members through counseling and referral for assisting those employees whose personal problems may serve as barriers to satisfactory job performance. The program provides assistance to employees and their family/household members in areas including, but not limited to family issues (such as marital, parenting, in-law, elder care, and death); stress management; problems with alcohol and other drugs; health concerns such as serious medical conditions or mental illness; setting-up retirement seminars; and other areas that could adversely impact an employee's job performance.

Section 2. Participation in the Employee Assistance Program shall be voluntary.

Section 3. The Parties agree to create an EAP committee at the National level. The committee shall meet semi-annually at a time and place determined by the Agency to discuss, exchange views, and make recommendations on EAP matters as they concern bargaining unit employees. The Union may designate three (3) members to the National EAP committee. During periods of participation, the members of the committee shall be on duty time and receive travel and per diem expenses, as appropriate. These meetings shall be conducted virtually if mutually agreed. The national EAP contractor shall meet with the National EAP committee at least once annually and more often as necessary.

Section 4. At least once annually, the EAP contractor shall provide information on the EAP to each employee. This information may be in the form of brochures/wallet-size cards. Additional

EAP promotional materials, including posters and brochures, may be made available at each facility.

Section 5. It is understood that individuals associated with the EAP contractor do not make any evaluations regarding an employee's fitness for duty.

ARTICLE 131 – FAA STEM AVSED

Section 1. The Parties agree that the best ambassadors for FAA Science, Technology, Engineering and Math Aviation and Space Education (STEM AVSED) are our employees. As such, the Agency will promote and encourage employees to participate in programs determined to recruit the workforce of the future through outreach efforts focused on serving underserved communities. Such efforts shall be authorized on duty time subject to staffing and workload. When activities are outside of working hours employees are eligible for compensatory time or credit hours when approved in advance. STEM AVSED outreach activities should prepare and inspire the next generation of skilled professionals for the aviation and aerospace industries, and to educate the public about FAA's mission to maintain the safest, most efficient aerospace system in the world.

Section 2. Outreach Program Activities. Employees may request to participate in the FAA STEM AVSED Outreach program activities in accordance with FAA Order 1250.2B.

ARTICLE 132 – Government Vehicles

Section 1. The Agency shall provide notice to the Union regarding any changes to the technology and/or data tracking capabilities utilized in government owned vehicles (GOVs) owned or leased by the Federal Aviation Administration.

Section 2. Employees are expected to report for work in a condition that will permit the performance of assigned duties; however, it is understood that employees may take a break as necessary in order to safety operate a GOV.

ARTICLE 133 – Position Sensitivity/Risk Level, Testing Designated Position Determinations, and Background Investigation/Reinvestigation

Section 1. The Parties acknowledge that it is the Agency’s right to assign sensitivity and risk levels or Testing Designated Position (TDP) status and that such assignments impact employees. When the Agency exercises its right to change the risk and/or sensitivity level or TDP status of an employee or group of employees, the Agency shall notify the Union at the National Level at least thirty (30) days prior to effecting any change. If there are changes to working conditions associated with the change to risk or sensitivity level, not expressly covered by this Article, the Agency shall provide notice to the Union under Article 70.

Section 2. Position Sensitivity and Risk Level Determination:

a. The Agency shall ensure that all employee positions are evaluated and assigned the appropriate position sensitivity and risk level designation commensurate with the duties and responsibilities of those positions in accordance with applicable law.

b. The Agency shall use the Office of Personnel Management (OPM) Position Designation Tool (PDT) to assess the duties and responsibilities of a position to determine the positions:

1. Risk Level (i.e., the degree of potential damage to the efficiency or integrity of the federal service, should misconduct of an incumbent occur).

2. Sensitivity Level (i.e., the potential for position incumbent to bring about a material adverse effect on national security).

3. The assigned sensitivity and risk levels are indicated in block 44 of the employee's SF-50.

c. If the Agency determines, based upon a review of the incumbent employees' duties and responsibilities that a change in position sensitivity or risk level is warranted, the Agency shall provide the employee with thirty (30) days written notice prior to implementation. This notice shall include a copy of the Position Designation Record output from the OPM PDT. A copy of this notice shall also be provided to the Union in accordance with this agreement.

d. If an employee is notified that the position sensitivity or risk level of their position will increase and the employee does not desire to be subject to the higher sensitivity or risk level requirements; the employee may submit a written request to their Front Line Manager (FLM) to be reassigned to a position with the same or lower sensitivity or risk level of the position currently held and/or may request an reassignment initiated by the employee under Article 83. If the Agency cannot fulfill the employee's request for reassignment, the employee will be notified in writing of that outcome.

e. If an employee is unable to meet the qualification requirements of a higher position sensitivity and risk level, the following procedures will apply:

1. The Agency will issue a letter to the employee advising the employee of any proposed reassignment in accordance with HRPM EMP-1.14. The letter will also provide the employee with any other options that may be available. The employee will be provided priority consideration for any open positions for which the Agency has deemed them qualified.

2. Information discovered during any review/investigation related to the increased sensitivity level may subject an employee to corrective/disciplinary/adverse action. In that event, any actions would be subject to the appropriate Agency policies and Article 18 of this Agreement.

Section 3. Security Sensitive Positions:

a. The Agency will establish an appropriate security clearance (Confidential, Secret, or Top Secret) for an employee, as necessary, in accordance with FAA Order 1600.1, as revised.

b. The Agency shall use the OPM PDT to ensure the position duties and responsibilities supports the position sensitivity level and security clearance.

Section 4. Testing Designated Position Determination:

a. Testing designated positions (TDP) are those positions described and designated in DOT Order 3910.1 Appendix A.

b. If the Agency determines, based upon a review of the duties and responsibilities of a position, the position must change to a TDP in accordance with DOT Order 3910.1 Appendix A, the Agency shall provide the incumbent employee with a thirty (30) days written notice of the TDP status change.

c. If an employee is notified that the position will be changed to a TDP the employee may submit a written request to be reassigned to a position that is not designated a TDP. If the Agency cannot grant the employee's request, the employee will be provided a written reason for the denial.

Section 5. Background Investigation/Reinvestigation for Moderate Risk Positions: A Moderate Risk position requires a Tier 2 background investigation every five years in accordance with: 1) Executive Order 13488 – Granting Reciprocity on Excepted Service and Federal Contract Employee Fitness and Reinvestigating Individuals in Positions of Public Trust, dated January 16, 2009; and 2) the 2012 Federal Investigative Standards (FIS) issued by the Office of Personnel Management (OPM) and the Office of the Director of National Intelligence (ODNI). The 2012 FIS established requirements for:

- Conducting background investigations to determine eligibility for logical and physical access;
- Suitability for employment;
- Fitness to perform work for, or on behalf of the U.S. Government as a contract employee; and
- Eligibility for access to classified information or to hold a sensitive position.

All employees encumbering a Moderate Risk position that do not have the appropriate Tier 2 investigation within the last five (5) years are required to complete this reinvestigation process. The investigative process includes the completion of a new background investigation questionnaire(s) and new fingerprint submission.

The following constitutes the agreed upon procedures for completing the investigative process:

a. Fingerprinting: A new fingerprint submission is required for all public trust investigations and reinvestigation.

1. Employees will be given at least fifteen (15) days written notice before any deadline to have their fingerprints submitted.

2. If an employee is unable to complete the fingerprinting process within the timeframe provided because of previously scheduled leave or other valid circumstances, the employee may request an extension to accomplish the fingerprinting process.

3. An employee's request must be submitted in writing to the point of contact provided in the email (or letter) described in subsection b below.

4. Requests deemed reasonable by Security and Hazardous Materials Safety (ASH) shall be granted.

5. Employees may also complete the fingerprinting process earlier than required (i.e., before the employee is notified that they must provide their fingerprints) at any ASH ID Media Office.

6. Employees will be given duty time and travel/per diem as necessary to accomplish the fingerprinting process.

7. All other costs associated with fingerprinting shall be borne by the Agency.

b. Notification of Reinvestigation:

1. When an employee is scheduled for reinvestigation, the Agency will contact the employee via their FAA email address (or if appropriate via certified letter).

2. The email (or letter) will provide an explanation of the reinvestigation process including how to access the Electronic Questionnaires for Investigation Processing (e-QIP) to complete the standard investigative forms used in the reinvestigation process.

3. Employees may request an extension to the timeframe to complete the e-QIP submission.

4. An employee's request must be submitted in writing to the point of contact provided in the email (or letter) described in this Section. Requests will be granted unless the time requested is unreasonable under the circumstances.

c. Employees may request and review a copy of any previously submitted SF-85 and/or similar documents during the reinvestigation process. The Agency will provide the requested previously submitted SF-85 and/or similar documents in a timely manner.

d. If an employee is unable to complete the e-QIP submission within fifteen (15) days due to previously scheduled leave or other valid circumstances, the employee may request an extension to accomplish the e-QIP process. Reasonable requests for extensions will be granted.

In accordance with applicable law, a reinvestigation of an Agency employee designated as moderate risk that discloses derogatory information will be forwarded to the appropriate Labor and Employee Relations Division and appropriate action pursuant to the FAA's Standards of Conduct (HRPM ER-4.1) and in accordance with this Agreement.

Glossary Notes

Adjusted Base Pay: The annual rate of pay, including locality pay but not including premium pays.

Bargaining Unit Employees: For purposes of this Agreement, employees in PASS bargaining units designated as 0067, 1384, 5594, and 5985.

Base Pay (also Basic Pay): The annual rate of pay to be paid to an employee, not including locality pay or premium pays.

Basic Work Requirement: All employees must work eighty (80) hours in a pay period, or otherwise account for the time by leave and/or other approved absences.

Collaboration/Collaborative Discussion: For the purposes of this Agreement, collaboration means both Parties taking responsibility to engage in meaningful dialogue with their counterpart(s). This includes making a genuine effort to ensure that both Parties' interests have been identified and as many as possible have been addressed before an outcome is determined. Through collaboration, the Parties share a common respect for the rights and responsibilities of the Union and the Agency. Collaboration shall be not construed as a waiver of any Union or Agency right. Not all collaborative discussions will result in the formation of a workgroup/committee.

Consensus: the voluntary agreement of all representatives of the committee/workgroup for a particular outcome.

Continental United States (CONUS): The forty-eight (48) contiguous states and the District of Columbia.

Conventional Workweek: A basic workweek of consecutive workdays, Monday through Friday, including unpaid meal breaks, with at least two consecutive days off, generally coinciding with FAA official hours.

Covered Active Duty: The term 'covered active duty' means — "(A) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country;" and "(B) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code;''.

Defense Travel Management Office (DTMO) Contract: The contract administered by the Defense Travel Management Office (DTMO) that governs the rental of vehicles by employees while in official travel status when such rental is authorized by the Government. Rental car companies found in the Agency's electronic travel system are on the DTMO contract.

Designated Return Area: A designated return area is defined as the nine regional offices located across the country and the Mike Monroney Aeronautical Center as shown below:

Directives: Includes but is not limited to the FAA Personnel Management System (FAA PMS), Human Resource Policy Manual (HRPM) and subordinate documents (HROIs/Policy Bulletins, Reference Materials etc.), FAA orders, notices, memorandums, rules, regulations, guides and directives which relate to personnel policies, practices, and working conditions of employees in the bargaining unit.

Directorate Level: As referred to in this Agreement, Directorate level includes Eastern Regional Office and all ATO Directorate levels where bargaining unit employees are assigned.

Domestic Partner: For the purposes of Article 97 and Article 82, a domestic partner is an adult in a domestic partnership with an employee of the same-sex.

Domestic Partnership: For the purposes of Article 97 and Article 82, a domestic partnership is a committed relationship between two adults of the same sex, in which they:

1. are each other's sole domestic partner and intend to remain so indefinitely;

2. maintain a common residence, and intend to continue to do so (or would maintain a common residence but for an assignment abroad or other employment-related, financial, or similar obstacle);

3. are at least 18 years of age and mentally competent to consent to contract;

4. share responsibility for a significant measure of each other's financial obligations;

5. are not married or joined in a civil union to anyone else;

6. are not a domestic partner of anyone else;

7. are not related in a way that, if they were of opposite sex, would prohibit legal marriage in the U.S. jurisdiction in which they reside;

8. are willing to certify, if required by the agency, that they understand that willful falsification of any documentation required to establish that an individual is in a domestic partnership may lead to disciplinary action and the recovery of the cost of benefits received related to such falsification, as well as constitute a criminal violation under 18 U.S.C. § 1001, and that the method for securing such certification, if required, shall be determined by the agency; and

9. are willing promptly to disclose, if required by the agency, any dissolution or material change in the status of the domestic partnership.

Emergency: A sudden unforeseen event that requires immediate action.

Equitable: Fair; impartial.

Immediate Family: For the purposes of Article 97, any of the following named members of the employee's household shall be considered immediate family:

a.

1. spouse;

2. Domestic Partner;

3. children of the employee, of the employee's spouse, or of the employee's domestic partner, who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self-support. (The term "children" shall include natural offspring; stepchildren; adopted children; grandchildren, legal minor wards, or other dependent children who are under legal guardianship of the employee, of the employee's spouse, or of the domestic partner; and an unborn child(ren) born and moved after the employee's effective date of transfer.);

4. dependent parents (including step and legally adoptive parents) of the employee, of the employee's spouse or of the employee's domestic partner; and (see paragraph (b) of this section for dependent status criteria); and

5. dependent brothers and sisters (including step- and legally adoptive brothers and sisters) of the employee, of the employee's spouse, or of the employee's domestic partner, who are unmarried and under twenty-one (21) years of age or who, regardless of age, are physically or mentally incapable of self-support. (See paragraph (b) of this section for dependent status criteria.)

b. Generally, the individuals named in paragraphs (4) and (5) of this section shall be considered dependents of the employee if they receive at least 51 percent of their support from the employee or employee's spouse; however, this percentage of support criteria shall not be the decisive factor in all cases. These individuals may also be considered dependents for the purposes of this chapter if they are members of the employee's household and, in addition to their own income, receive support (less than 51 percent) from the employee or employee's spouse without which they would be unable to maintain a reasonable standard of living.

Irregular or Occasional Overtime: Irregular or occasional overtime is overtime work that is scheduled after the start of the administrative workweek.

Job Documentation: Job documentation consists of definitions of each Job Series, Job Category, and the Career Levels within each Job Category.

Leave Without Pay (LWOP): An approved absence from duty in a non- pay status within an employee's basic workweek.

Locality Pay: The percentage increase to an employee's basic pay authorized by the President of the United States under the provisions of Title 5 United States Code for the locality pay area applicable to the employee's official duty station.

Medical Certificate: A Medical Certificate is a current written/typed statement completed and signed by the servicing health care provider on printed or typed letterhead with the provider's name and address certifying to the incapacitation, examination, or treatment or to a period of disability while a patient is receiving professional treatment. It must include evidence from an appropriate health care provider of incapacity for duty (or, if for care of a family member, the family member's incapacity for work or school) due to physical or mental illness or injury, the date of incapacity and the anticipated ending date of the medical emergency and return to duty or school, as applicable.

NAS: National Airspace System.

Outside Continental United States (OCONUS): Outside the forty- eight (48) contiguous states and the District of Columbia.

Personnel Action: A personnel action means: an appointment; a promotion; a disciplinary or corrective action; a detail, transfer or reassignment; a reinstatement; a restoration; a reemployment; a performance evaluation; a decision concerning pay, benefits, or awards concerning education or training if the education or training may reasonably be expected to lead to an appointment, promotion, performance evaluation, or other action described in this definition; a decision to order psychiatric testing or examination; and any other significant change in duties, responsibilities, or working conditions.

President's Annual Comparability Increase: The annual adjustment to the General Schedule under 5 USC § 5332(a) in accordance with 5 USC § 5303.

Priority Consideration: Priority consideration means the bona fide consideration given to an employee by the selecting official before any other candidates are referred for the position to be filled. The employee is not to be considered in competition with other candidates and is not to be compared with other candidates. The Parties recognize that the selection requirements in HRPM EMP-1.9 will apply prior to any priority consideration negotiated under this Agreement.

Regularly Scheduled Overtime: Regularly scheduled overtime is overtime work that is scheduled or should have been scheduled before the start of the administrative workweek.

Reservist Differential: A supplemental payment which is equal to the amount by which the employee's projected civilian basic pay for a covered pay period exceeds the employee's actual military pay and allowances allocable to that pay period.

Special Circumstance: When used in the context of Union representation, a special circumstance is a factor, that when present, would make the granting of official time or the release of a Union representative unreasonable, cause a disruption in services or create an unsafe situation.

Special Physical Need: Physical characteristics of a traveler not necessarily defined under disability. Such physical characteristics could include, but are not limited to, the weight or height of the traveler.

Staffing and Workload: When assessing staffing and workload, the Agency will consider factors which may include the criticality of the work, the time period in which the work must be completed, and the availability of personnel or other resources to respond to and accomplish the work of the Agency. In this Agreement where the Agency has the right to make a decision based on its assessment of staffing and workload it will, upon request by the Union, provide an explanation of its decision.

Travel Card Abuse: A cardholder's intentional use of a travel card for unauthorized transactions unrelated to official travel, including intentional efforts to defraud.

Travel Card Misuse: A cardholder's unintentional use of a travel card for unauthorized transactions unrelated to official travel.

Vacancy: An unfilled/unoccupied position, which is authorized and funded.