

Tentative Agreement

between the

Professional Aviation

Safety Specialists

(AFL-CIO)

and the

Federal Aviation Administration

U.S. Department of Transportation

DATE: TBD

This TA language has undergone rigorous review by PASS and management and is considered mutually agreed. However, as with any negotiated document, it is subject to final review. The parties have put forth their best efforts to identify all the sections of the agreement that required modification due to the changes agreed upon. Likewise, best efforts have also been made to ensure the provisions agreed upon are free of typographical or other errors. Should any changes agreed upon be found to be in conflict with other provisions of the Agreement or should typographical or other errors be found during or after the ratification of the new Agreement, the parties agree that they will meet to resolve such conflicts and/ or correct such errors.

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Preamble

This collective bargaining agreement (CBA), hereinafter referred to as the "Agreement," was designed to improve working conditions for all bargaining unit employees, facilitate the amicable resolution of disputes; promote a professional, open, transparent, just, and safe work culture that encourages innovation, empowerment, and learning, which leads to employee growth; and contributes to providing the safest and most efficient aerospace 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 Aviation Safety (AVS) employees for whom it has been certified as the exclusive representative by the Federal Labor Relations Authority in Case No. WA-RP-18-0020 and WA-RP-22042 (Flight Standards) (BUS Code 5997), and WA-RP-08-0027 (Aircraft Certification). See Appendix I.

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

ARTICLE 2
Union Officials, Representatives & Official Time

SECTION 1. The Union has the right to designate Union Officials to deal with an equivalent level of management authority and may be patterned after the Agency's direct line of supervision/management.

SECTION 2. Union Officials and Representatives.

- a. National President or National Secretary-Treasurer.** A Union member who is elected or appointed to serve as the PASS National President or National Secretary-Treasurer shall, upon request, be entitled to Leave Without Pay (LWOP) up to the duration of their term of office or appointment. The Agency shall deal with the National officers of PASS at the national level.
- b. Region IV Vice President.** A Union member who is elected or appointed to serve as the PASS Region IV Vice President. The Union's Region IV Vice President may interact with the Associate Administrator for Aviation Safety (AVS-1) but shall normally deal with the Agency at the Flight Standards Executive Director level (AFX-1) and/or the Aircraft Certification Service Executive Director level (AIR-1), as appropriate.
- c. Region IV National Assistants.** The Union's National President may appoint two (2) National Assistants to assist the Region IV Vice President, to advance the Parties' mutual interests and to promote efficient and effective dealings between the Parties at the national level. A National Assistant designated by the Region IV Vice President shall act in the absence of the Region IV Vice President. Each National Assistant shall be a Flight Standards bargaining unit employee. The National Assistants shall not serve as a Union representative for any organizational unit outside the jurisdiction of the PASS Region IV Vice President.
- d. Flight Standards Service.**

 - 1. Functional Representatives.** One (1) Functional Representative (FR) may be designated by the Union for each Functional Office covered by this Agreement and enumerated below, totaling four (4) representatives.

 - (a)** The Office of Air Carrier Safety Assurance;
 - (b)** The Office of General Aviation Safety Assurance;
 - (c)** The Office of Safety Standards; and
 - (d)** The Office of Foundational Business.

The Functional Representatives shall normally deal with the corresponding Office Director.

- 2. Division Representatives (DR).** The Union may designate one (1) representative for each Division with bargaining unit employees (BUE). The Division Representatives shall normally deal with the corresponding Division Manager.
- 3. Principal Representatives and Alternate Principal Representatives.** The Union may designate one (1) Principal Representative and one (1) Alternate Principal Representative for each office one organizational level below the Division Manager, as well as the International Field Offices (IFO).
 - (a)** The location of the Principal Representative and/or Alternate Principal Representative is not determinative of their ability to carry out their functions under this Agreement.
 - (b)** Only the Principal Representative and/or their Alternate Principal Representative may deal with the Manager and/or their alternate.
 - (c)** Where the Principal Representative and/or Alternate Principal Representative are not co-located with their counterpart, the Parties shall utilize mutually agreeable means of communication (e.g., in person, phone, email, video, etc.).

e. Aircraft Certification Service.

- 1. National MIDO Representative.** One National MIDO Representative may be designated by the Union from within the MIDO bargaining unit to interact with the Agency, at the national level (AIR-1) and at the Division Executive level for the MIDOs, as appropriate. The National MIDO Representative representation is limited to the Aircraft Certification Service.
- 2. MIO Branch Representatives.** One MIO Branch Representative may be designated by the Union from within the MIDO bargaining unit to interact with the Agency at the MIO Branch level. The MIO Branch Representative representation is limited to the Aircraft Certification Service.
- 3. MIDO Section Representatives.** One MIDO Section Representative may be designated by the Union from within the MIDO bargaining unit to interact with the Agency at the MIDO Section level. The MIDO Section Representative representation is limited to the Aircraft Certification Service.

SECTION 3. The Union will provide the Agency with an electronic listing of all designated representatives under their jurisdiction. This listing shall be kept current.

SECTION 4. Representational Time:

- a. Region IV Vice President.** The Region IV Vice President shall be granted forty (40) hours of LWOP per pay period. In addition, the Region IV Vice President 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 duties.
- b. Region IV National Assistants.** Each National Assistant shall be granted eighty (80) hours of official time per pay period for such purposes as to attend meetings with Agency management, facilitate the resolution of disputes between the Parties, receive briefings from the Agency and/or attend follow-up action plan meetings with the Agency, coordinate Union representatives on committees and points of contact, and engage in mid-term bargaining in accordance with Article 70, Mid-term Bargaining.
- c. National MIDO Representative.** The National MIDO Representative shall be granted forty (40) hours of official time per pay period.
- d. Functional Representatives (FR).** The Functional Representatives (FR) shall be granted the following official time per pay period to perform representational duties.
 - 1. The Office of Air Carrier Safety Assurance FR – twenty-eight (28) hours.
 - 2. The Office of General Aviation Safety Assurance FR – forty (40) hours.
 - 3. The Office of Safety Standards FR – twenty (20) hours.
 - 4. The Office of Foundational Business FR – sixteen (16) hours.
- e. Division Representatives (DR).** Each Division Representative (DR) shall be granted six (6) hours of official time per pay period.
- f. MIO Branch Representatives.** Each MIO Branch representative shall be granted six (6) hours of official time per pay period.
- g. Principal Representatives, Alternate Principal Representatives, and MIDO Section Representatives:**
 - 1. The Representative shall be granted four (4) hours of official time per pay period.

2. A Representative representing an organization with more than thirty-five (35) employees shall be granted an additional four (4) hours of official time per pay period for each additional thirty-five (35) employees, or part thereof.
3. Absent an emergency or special circumstance, upon request, each Representative shall be granted the official time referenced above to perform valid representational duties.

h. Delegation of Official Time.

1. Representatives identified above may delegate their official time to designated Union representatives within their bargaining unit.
2. Should a Representative elect to delegate their official time, such delegation must be to a Representative from within their office. Delegations shall be made in writing to their Manager or alternate and shall include the name of the designated Union representative and the number of hours delegated.
3. When the delegation is for a specific date and the need is known and communicated, the delegation shall be approved as specifically requested, absent an emergency or special circumstance.
4. At no time will more than one (1) employee receive official time reserved for a Functional Representative or the National MIDO Representative under this Article.

- i. Additional Official Time.** If additional official time to perform valid representational activities is needed by any of the above identified Representatives, it shall be granted, staffing and workload permitting, so long as all the official time referenced above has been exhausted.

j. Additional Union Representatives on LWOP.

1. 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.
2. 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.
3. 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.

4. 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 national level, they may be returned to a duty station other than the duty station to which they were assigned prior to them assuming LWOP status.
 5. 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 44 of this Agreement.
 6. 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.
- k. The granting of official time in this Section is exclusive of official time provided for by the Federal Service Labor-Management Relations Statute (negotiations or proceedings before the FLRA as provided for in 5 U.S.C. § 7131(a) and (c)), investigations, formal discussions/meetings, meetings initiated by an Agency management official, or any other provision of this Agreement.
- l. In the event there is a significant change in the number of bargaining unit employees assigned to a Functional Office or Division the Parties agree to negotiate an adjustment to the amount of official time, if appropriate, provided in Sections 4d and 4e above for representatives of the affected Functional Office or Division.
- m. In the event additional bargaining units are covered by the Agreement after its effective date, the Parties agree to negotiate appropriate official time for representatives for the additional units in accordance with Article 70.

SECTION 5. Where a Union representative is designated to represent more than one organizational level, they shall initially deal at the lowest level of management appropriate to the issues involved. Representatives or designee/alternates 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 6. Any Union official and/or a designee/alternate shall be permitted to visit Agency facilities to perform representational duties, subject to prior notification.

SECTION 7. Union representatives or their designee/alternates who are granted official time may pursue their representational duties off the 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 8. 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 9. Reporting Official Time. Union representatives shall record, via the Agency's automated official time tracking system, currently the Labor Distribution Reporting (LDR) system, 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.

- a. **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.
- b. **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. Federal Mediation and Conciliation Service (FMCS), Federal Service Impasses Panel (FSIP), and interest arbitration services are also included in this category.
- c. **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.
- d. **General Labor-Management.** 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 U.S.C. § 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.

The Parties recognize that the use of official time for incidental representational activities of brief duration may occur without prior supervisory approval. This does not affect the requirement to record a Union representative's official time in accordance with this Section.

SECTION 10. Travel and Per Diem.

- a. The PASS Region IV Vice President, National Assistants, Functional Representatives, Division Representatives, National MIDO Representative, and MIO Branch Representatives, as appropriate, shall be entitled to travel and per diem:
 1. to attend meetings specifically arranged by the Agency to which that Union representative has been expressly invited unless provided for elsewhere in this Agreement;
 2. to represent the Union on specific national committees and specific national work groups to which the Union has been expressly invited, and when other committee/work group participants receive travel and per diem;
 3. to attend briefings and follow-up action plan meetings at their level regarding the Agency's employee survey program to which that Union representative has been expressly invited; and
 4. on a case-by-case basis as mutually agreed upon by the Parties at the corresponding level.
- b. This Section can apply to Principal Representatives when the invitation explicitly includes travel or as otherwise covered by this Agreement.
- c. For travel that meets the criteria specified in this Article, the Union representative will obtain approval for travel from the Division Manager, Director, Executive Director, or other appropriate Agency official.

SECTION 11. Office Space. Except as set forth in Article 8, Section 6, the Agency shall not be responsible for providing office space or the use of any equipment or facilities to the Union representatives described in this Article, unless otherwise agreed.

SECTION 12. Union Representative Training. If otherwise in a duty status, Union Representatives 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 Region IV Vice President or alternate 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 13. Representative Orientation. Each Union representative 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 14. Legislative Activities. Up to ten (10) of the Union's legislative representatives will be allowed forty (40) hours per year of official time each to participate in the Union's legislative activities, pursuant to 5 U.S.C. § 7102, 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 15. Union representatives shall be granted annual leave, compensatory time off, or leave without pay to attend regular Union meetings, as staffing and workload permit.

SECTION 16. 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 17. 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 by the Union and/or Agency relating to the Federal Service Labor Management Relations Statute. Such meetings may be held locally, regionally, or nationally. The Parties shall exchange 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 18. Recognized Representational Rights. 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 19. When the Parties at the national level agree that there is a need for a national representative(s) to accomplish the objectives identified in Article 23, the Union shall designate the representative(s), in consultation with the Agency. Employees serving as national representatives shall be in a duty status unless otherwise agreed to by the Parties.

ARTICLE 3

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 employees will notify their Front Line Manager (FLM) 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 FLM. 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 the 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 4

Representation Rights

SECTION 1. The Union retains the right to determine its representatives in accordance with this Agreement. Union representation under this Article may be provided either in person or by electronic means.

SECTION 2. Formal Discussions. As specifically provided under 5 U.S.C. § 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, with sufficient advance notice, 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 the employee desires 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 the employee desires, 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 a short break for any reason, including the ability to consult. Such requests shall not be unreasonably denied.
- d. This section applies to meetings conducted by all management representatives, including, but not limited to, 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 by telephone or videoconference in lieu of an on-site meeting, the employee may request his or her Union representative be present during the discussion. The Agency will provide the necessary conferencing capability for all Parties. It shall be the employee's responsibility to make arrangements for the Union to participate in the meeting. Unrecorded FAA 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 meets staffing and workload requirements; and
 - 3. the Union representative is otherwise in a duty status.
- i. Such meetings will not be unreasonably delayed due to the unavailability of a Union Representative.
- j. 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. The Union shall be authorized by the Facility Manager to take photographs on or within an FAA facility, subject to the limitations of FAA Order 1600.69 – FAA Facility Security Management Program. If a Union representative is denied permission to take photographs on or within an FAA facility during 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 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, U.S.C. (relating to prohibited political activities);
 2. retirement, life insurance, or health insurance;

3. a suspension or removal under Section 7532, Title 5, U.S.C. (relating to national security matters);
4. any examination, certification, or appointment, Title 5, U.S.C. § 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 44, Section 2.

SECTION 3. Discriminatory Practice Grievances. In matters relating to 5 U.S.C. § 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 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 of this Article.
4. National grievances filed by the Union against the Agency shall be filed in accordance with Section 6h of this Article.

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 GRM Representative (Region IV Vice President, or National AIR Representative), as appropriate, or their designee; the Functional Representative, or their designee; the Step 3 Agency official, or 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) identified in (2) above shall be on official time if otherwise in a duty status, including reasonable travel time.
 - (4) Travel and per diem expenses for the Union GRM Representative, or their designee, and the Functional 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, with 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 8. 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 Section 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 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 U.S.C. § 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 9. 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 8 unless the Parties reach a mutual resolution of the grievance.

a. ARP Procedures: If a grievance is selected for the ARP:

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 8, 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, by mutual agreement, 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 10. 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 U.S.C. § 7121, the Parties have full authority to mutually resolve grievances through settlement agreements that remove charges and/or reduce penalties associated with discipline.

SECTION 11. 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 12. The Parties retain their rights under 5 U.S.C. §§ 7122 and 7123.

ARTICLE 6
Labor Distribution Reporting

SECTION 1. Employees are responsible for accurately entering their time and attendance into the LDR 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 an LDR, the employee shall still be paid for the full pay period. In such situations, the employee will amend their LDR within two pay periods if necessary.

SECTION 3. Upon request, the Agency shall provide the Union at the national, 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 U.S.C. § 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 effective.

- 2. **ALL OTHER MEMBERS.**

- (a)** March 1st shall be the annual date for all revocations or 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 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 2(b)(2)(ii) of this Article shall be deemed rescinded, subject to the terms of paragraph 2(C)(ii). Thereafter, the process set forth in Section 2(b)(2)(i) will solely apply to revocations of Union dues.
 - 2.** If the modification conflicts with the procedure in Section 2(b)(2)(i), 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 employee's 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 Union materials at all facilities, within the unit, in areas frequented by bargaining unit employees. 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 the Union's 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. Electronic Displays.** At facilities with bargaining unit employees, the Union may post informational material on video display monitors that broadcast non-technical information. All proposed information must be submitted to the applicable display monitor point of contact and comply with applicable guidelines, regulations, and law, including 5 U.S.C. Chapter 71.
- c. AVS Organizational Websites.** Within thirty (30) days of the Union providing 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 AVS organizational level to which bargaining unit employees 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 regulations;
 - 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 a 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, or appliances such as refrigerators purchased/supplied by the Union, so long as any appliance and its electrical plugs/connection comply with FAA safety requirements.
 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 equipment shall be subject to approval of the Agency in terms of suitability from the standpoint of décor.

SECTION 6. Use of Agency Phonelines and Office Equipment.

- a. Subject to operational and security requirements, the Agency agrees to provide the FAA employee Union Representative reasonable access to designated FAA telephone lines (including cell/smart phones issued to the Representative for work usage), 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/smart phones, emails system, and office

equipment shall not be used for internal Union business including campaigning for office or soliciting for Union membership while the solicitor or employee is on duty time.

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 email system and may access appropriate websites for representational duties in accordance with this Agreement and applicable DOT and FAA directives.

SECTION 10. Employee Email Addresses. 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. National Level Union Representatives. The Union's representatives at the National level identified under Article 2 will continue to have electronic access to information commensurate with the access and information available to bargaining unit employees.

SECTION 12. FAA Internet Access Policy. The Union may submit an application for a 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 Union's application is denied, the Agency will provide the Union with a written response that sets out the reasons for the denial.

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 the employee with a book and a link to this Agreement on the Agency/AVS website.

SECTION 2.

- a. Union representatives shall be allowed and the bargaining unit employees shall be provided up to two (2) hours of official time and duty time, respectively, at Agency conducted new-hire curriculum training at the Mike Monroney Aeronautical Center (MMAC), or at an alternative location where such training is being conducted, (virtually or in person) to explain the role and responsibilities of the Union to all of the bargaining unit employees assigned to the new-hire curriculum training. No travel time, expenses, or overtime is authorized for these activities. The Union presentation shall be confidential. The Agency will provide as much advance notice as possible to the Union at the national level of the time and date of all new hire curriculum training. Once notified, the Union will provide the Agency with its intent to attend and make a presentation. The Parties will coordinate concerning the actual time and date of the Union presentation.
- b. Union representatives shall be allowed, and the bargaining unit employees shall be provided up to two (2) hours of official time and duty time, respectively, to explain the role and responsibilities of the Union to all new hire bargaining unit employees who do not attend new-hire curriculum training at MMAC or other location (virtually or in person). The Agency will sponsor and coordinate these presentations with the appropriate Union representative(s) no less than quarterly throughout the year. No travel time, expenses, or overtime is authorized for these activities. The Union presentation shall be confidential.

SECTION 3. A Union representative and a bargaining unit employee new to their duty station shall be provided up to sixty (60) minutes of official time and duty time, respectively, 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 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 bargaining unit employees. 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 bargaining unit employees and Union officials.

SECTION 5. Any grievance filed by bargaining unit employees 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

Workforce Development Opportunities

SECTION 1. The Parties agree providing employees with workforce development opportunities plays an important role in providing employees varied and challenging experiences, preparing for leadership roles and other promotions, as well as assisting with recruitment and retention of a skilled and experienced workforce.

SECTION 2. When the Agency determines that there is a workforce development opportunity related to any of the activities listed in Section 5 the Front Line Manager making the selection will solicit volunteers from among qualified employees. The Agency retains the right to determine the qualifications.

SECTION 3. To be eligible, an employee must:

- a. Not have been selected for a developmental opportunity under this Article for a period of twelve (12) months prior to the date of the solicitation; and
- b. Have written concurrence from their Front Line Manager (FLM) that the employee can be released to participate in the developmental opportunity to the degree the FLM is not the supervisor with oversight of the opportunity.

SECTION 4. The following process will be used when the Agency determines there is developmental opportunities under this Article.

- a. The Selecting Official shall solicit qualified volunteers for the developmental opportunity.
- b. Solicitations will include:
 1. A description of the developmental opportunity;
 2. The number of employees sought for the opportunity; and
 3. What, if any, information needs to be included in a request to be considered for the workforce development opportunity.
- c. In the event employees are equally qualified, the Agency will make the selection using seniority in accordance with Article 128 – Seniority.

SECTION 5. The list below are examples of workforce development opportunity projects that may be considered under this Article. The Agency may also choose to use this process for other workforce development opportunities not described in this Section.

- a.** Program/Project Development Teams for emerging technologies;
- b.** Rulemaking Committees;
- c.** International Agreements for ICAO, EASA, and BASA MIPs;
- d.** Initial Certifications for Part 121/135 (“ten or more”)/145;
- e.** Training course development or Course Mentors and adjunct instructors;
- f.** FOEB, MRBR Groups, Aircraft Certification and Manufacturing; and
- g.** OJT program management responsibilities.

ARTICLE 12

Annual Budget Discussions

SECTION 1. In accordance with 49 U.S.C. § 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 U.S.C. § 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 to the Union at the national level concerning the Capital Investment Plan (CIP) annually and a semi-annual briefing on 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 lifecycle through deployment of all new technologies and changes to existing technologies and their applications. 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 provide operational perspective into the development, testing, and/or deployment of technological, procedural, or NextGen 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 promptly notify the Union as to the formulation of any such workgroup(s) which affects bargaining unit employees. 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 shall be allowed to designate a participant from the affected bargaining unit(s) to those workgroup(s). Union designated workgroup members 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 Union representative will be allowed to participate in the activities of the group 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 the employee's 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 5. 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 6. Nothing in this Article shall be construed as a waiver of any Union or Agency right.

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 Act 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 e-File 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 e-File 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, 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 Federal Service Labor-Management Relations 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. 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 4. 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 C.F.R. § 950.102(a).

SECTION 5. The Agency's nepotism policies shall be uniformly administered.

SECTION 6. 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 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 the employee would be entitled to as a family member.

SECTION 7. 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), regarding personal liability for damages, loss of property, personal injury or death, arising or resulting from the negligent or wrongful act or omission of the employee.

SECTION 8. The Agency's regulations on outside employment and financial interests shall be uniformly administered throughout the bargaining units.

SECTION 9. 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:
 1. 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 U.S.C. § 2000e-16);
 - (b) age, as prohibited under Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 631, 633a);
 - (c) sex, as prohibited under Section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. § 206(d));
 - (d) handicapping condition, as prohibited under Section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791); or
 - (e) marital status, sexual orientation, or political affiliation, as prohibited under any law, rule, or regulation;
 2. 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;
- 3. 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;
- 4. deceive or willfully obstruct any person to withdraw with respect to such person's right to compete for employment;
- 5. 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;
- 6. 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;
- 7. 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;
- 8. 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;

9. 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

10. 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;

11. 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 Congress or the taking of any personnel action against an employee who discloses information to Congress.

1. 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.

2. 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 U.S.C. § 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 U.S.C. § 631, 633a), prohibiting discrimination on the basis of age;
- (c) Section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. § 206 (d)), prohibiting discrimination on the basis of sex;
- (d) Section 501 of the Rehabilitation Act of 1973 (29 U.S.C. § 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 10. The Agency shall ensure that employees are informed of their rights under Section 9 of this Article.

SECTION 11. 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 12. 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 13. It is not the intent of the Agency to have employees act as first responders during accident/incident investigations.

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, pagers/cell phones, and electronic devices will be permitted in designated non-work areas at all facilities for use at non-work times.

SECTION 16. Upon request, the Agency shall provide each employee a locker or equivalent secure space, located near the employee's 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 HRP M 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. The Agency retains all mandatory and discretionary rights reserved to the Agency as set forth in 5 U.S.C. § 7106.

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 37 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 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,

- I. 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 bargaining unit employee 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 bargaining unit employee 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 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
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. Upon request by the employee, the Agency will provide the employee a written explanation of the instruction. This process will not delay or otherwise prevent the execution of the Agency instruction.

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

ARTICLE 20
National Transportation Safety Board Union
Representatives

SECTION 1. The Parties recognize that the right of Union representatives to participate in National Transportation Safety Board (NTSB) investigations is at the complete discretion of the NTSB. Should the NTSB allow Union representatives to participate, the following procedures shall apply to no more than twelve (12) representatives total, with no more than two (2) such representatives per region to be named by the Union.

SECTION 2. When a Union representative participates in an NTSB accident/incident investigation, the Agency shall grant such representative excused absence, if otherwise in a duty status. The representative is not entitled to overtime, holiday, or other premium pay while representing the Union in an NTSB investigation. Travel and per diem are not authorized.

SECTION 3. In accordance with Section 2 above, the Union representative shall be relieved as soon as operationally possible from their normal duties to immediately proceed to the scene of an accident or incident of appropriate significance.

SECTION 4. Unless staffing and workload requirements do not permit, the Agency shall grant annual leave or LWOP for a Union representative from the involved office or offices to attend NTSB hearings.

SECTION 5. If authorized by the NTSB, nothing in this Article shall preclude the Union from sending more than one (1) representative to a major accident investigation or from sending more than one (1) representative from a region other than that in which the accident occurred. Official time, travel, and per diem are not authorized under this Article.

ARTICLE 21
Worksite Access and Business Cards

SECTION 1. The Agency will provide ASI employees a leather credential holder. The holder shall have attached to it an FAA emblem on the outside cover and will be a minimum size of two inches in diameter. The inside cover will have a compartment for the FAA Form 110A. In addition, the holder shall accommodate the credential badge. Credential holders shall be approximately 3 ½” by 5 ½”. An employee who feels their credential holder is excessively worn may request replacement of the holder.

SECTION 2. Upon the request of an ASI or AST employee, the Agency, funds permitting, shall provide business cards or the means to print business cards (color printer and appropriate card stock) to all ASIs and ASTs.

ARTICLE 22
Local Office Policies and Procedures

SECTION 1. The Agency shall provide bargaining unit employees access to current office policies and procedures established by the Agency and specific Memoranda of Agreement (MOA) between PASS and the Agency that the Parties at the local level believe are applicable to employees locally. Information shall be provided electronically, or in a manner of equivalent accessibility.

SECTION 2. Matters subject to negotiations shall be handled in accordance with Article 70, Midterm Bargaining, as appropriate.

SECTION 3. The Principal Representative will be informed and provided an opportunity to acknowledge receipt by signature of new and/or revised local office policies and procedures. The absence of the representative's signature does not affect the Agency's ability to implement new and/or revised local office policies, consistent with law.

SECTION 4. Information provided under this Article will be in accordance with AVS Quality Management System (QMS) AVS-001- 007 AVS Document Control Process, as amended.

ARTICLE 23

Committee and Workgroup Collaboration

Section 1. The Parties recognize that the resolution of certain issues or the proactive engagement on topics may best be accomplished through the formation of committees/workgroups at various levels within AVS.

Section 2. When a committee/workgroup is formed pursuant to this Article, the Appendix IV Charter will be used to describe the committee's/workgroup's structure and objectives.

Section 3. For the purposes of this Article, 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 or the creation of a committee/workgroup in accordance with this Article shall not be construed as a waiver of any Union or Agency right.

Section 4. The Parties agree that it is mutually beneficial for the Union to be involved in committees/workgroups established to collaborate with the Agency to accomplish the objectives identified in Section 1. Further, it is in the best interest of the Parties to resolve or minimize any issues so as to ultimately provide for a more timely resolution.

Section 5. When either Party identifies a need for a committee/workgroup to accomplish the objectives identified Section 1, they shall promptly notify the other Party as to their desire to establish a committee/workgroup.

Section 6. When the Parties agree to establish a committee/workgroup, 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. At a minimum, scoping documents will include the number of committee/workgroup participants, designation of co-leads, 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. Committee/workgroups/committees given the authority to make decisions must limit the effect of any decision(s) to the Parties' scope of authority/responsibility.

Section 7. The Union will designate its representative(s) on the committee/ workgroup. Union representatives assigned to the committee/workgroup will be provided access to the same information as any other committee/workgroup member.

If the committee/workgroup includes bargaining unit employees, the Agency will collaborate with the Union to determine the participants. Employees shall be in a duty status for all workgroup activities and shall be afforded sufficient duty time for meetings and related activities.

If travel is required, travel and per diem will be authorized in accordance with the FAATP.

Section 8. Committees/workgroups established by this Article will make decisions or recommendations by consensus, as provided for in the associated charter. For the purpose of this Agreement, consensus is defined as the voluntary agreement of all representatives of the workgroup for a particular outcome. If, after exhausting all reasonable effort, the workgroup is unable to reach a consensus, either Party may pursue whatever course of action is available in accordance with Article 70 of this Agreement, the Federal Service Labor-Management Relations Statute, and any other law, rule, or regulation.

ARTICLE 24
Interchange Agreement

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 25

Certificate Assignment Procedures

SECTION 1. The intent of the Parties is that certificate assignments shall be made in a fair and equitable manner consistent with merit factors required by applicable law, rule or regulation and in accordance with the procedures set forth below. The procedures set forth in this Article shall be applied uniformly throughout the Flight Standards bargaining unit.

SECTION 2. When Article 28 is used to fill a vacant position that could result in a promotion and the announcement does not include the certificate assignment associated with the position, then the processes provided in this Article will be used to make that certificate assignment. In the event the Agency utilizes Article 28 as described in this Section, the Agency will notify the Principal Representative responsible for the office with the vacancy, prior to the issuance of the announcement.

SECTION 3. This Article only applies to:

- a. Certificate assignments for Safety Assurance Office aviation safety inspectors (ASI) and is defined as, and limited to the assignment of certificate management or geographic oversight responsibilities for one, or a grouping of:
 1. air carriers;
 2. operators;
 3. air agencies;
 4. designees; or
 5. fleet assignments.
- b. Aircraft Evaluation Division (AED) ASI assignments to aircraft fleets will be made by using Section 7 of this Article unless competed as defined in Section 2.

SECTION 4. The procedures outlined in this Article will be used only when the Agency determines that a certificate assignment change covered by this Article is necessary. Generally, the following events may cause a change in certificate assignment by the Agency:

- a. a new certificate assignment is assigned to the office;
- b. an existing certificate assignment is removed from the office;
- c. a certificate assignment is moved from the current ASI;

- d. an ASI is newly assigned to the office; or
- e. an ASI leaves the office.

SECTION 5. When the Agency determines that a certificate assignment covered by this Article is necessary:

- a. The appropriate Union representative will be given notice prior to the assignment, including the procedure that will be used to make the assignment.
- b. The appropriate Union representative will be given an opportunity to provide their views on the procedure to be used for making the certificate assignment.
- c. If the Union disagrees with the procedure to be used, the Agency, upon the Union's written request, shall provide a written rationale used to make the decision.

SECTION 6. In making certificate assignments under this Article, the Agency will determine:

- a. The location, including the organizational unit, of the certificate assignment;
- b. The necessary qualification and skill requirements for the certificate assignment. The assignment of training will not be used to manipulate qualifications to provide an advantage to a particular employee in connection with certificate assignments under the procedures set forth in this Article.
- c. Which ASI(s) possess the requisite qualification and skill; and
- d. The area of consideration.

SECTION 7. A certificate or AED assignment within the meaning of this Article will be made in accordance with the procedures below:

- a. **Seniority Process.** Seniority will be used to assign certificate assignments unless they have minimal or no impact on the workload of an employee (Direct Assignment). Seniority assignments shall be made using Section 9 of this Article.
- b. **Direct Assignments.** These assignments will have minimal or no impact on workload.

SECTION 8. Seniority. For purposes of this Article, seniority is defined in Article 128 – Seniority.

SECTION 9. Seniority Assignment Process. The following constitutes the seniority assignment process that will be used.

- a. A certificate assignment notice will be made available via email to all ASIs within the area of consideration.
- b. The certificate notice will include the following:
 1. location of the certificate assignment;
 2. description of the assignment;
 3. anticipated assignment date;
 4. area of consideration;
 5. qualification and skill requirements;
 6. process for expressing interest in the assignment;
 7. response deadline;
 8. person to whom the response should be directed; and
 9. any other requirements.
- c. Respondents' qualifications will be verified.
- d. The Agency will determine which ASIs meet the qualifications and skills and establish a list.
- e. The most senior ASI on the list will be selected for the certificate assignment.
- f. If the Agency determines that a more senior ASI did not meet the qualification or skill requirements for the certificate assignment, the Agency shall promptly provide a written explanation of the non-selection. Within three (3) days after notification of non-selection, the ASI may request a written explanation of the reasons supporting the Agency's determination concerning the ASI's lack of sufficient qualifications or skills. The written explanation will be promptly provided to the ASI. The explanation is designed for the purpose of offering constructive input to the ASI.
- g. In the event the most senior ASI on the list is unavailable, the next most senior ASI on the list will be selected for the certificate assignment.
- h. In the event there is no interest in the certificate assignment, the Agency will

assign the certificate to a qualified ASI at the Agency's discretion.

SECTION 10. Notwithstanding the provisions of this Article and at the discretion of the Agency, the Agency may:

- a. Periodically reorganize certificate assignment groupings. Upon such reorganization, ASIs shall be assigned to the new groupings through the Seniority process.
- b. Determine the duration of the assignment for the employee(s).
- c. Rotate specific certificate assignments. When certificate assignments are rotated, ASIs shall be assigned through the process appropriate to the certificate assignments as discussed in this Article.

SECTION 11. An ASI who is not performing at an acceptable level under the performance management system and/or is being provided an Opportunity to Demonstrate Performance (ODP) will not be eligible for new certificate assignments unless otherwise agreed to by the Agency.

SECTION 12. In the event an ASI believes their workload appears to be excessive or appears to be distributed to ASIs in an excessive or inappropriate manner, the ASI shall have the right to request a meeting with their supervisor to discuss the matter. Subject to staffing and workload, the meeting will be held as promptly as practicable.

SECTION 13. Nothing in this Article shall be construed as a waiver by either Party of any rights under the law.

ARTICLE 26
Temporary Internal Assignments

SECTION 1. This Article covers time-limited assignments of current FAA employees to a bargaining unit position (same, lower or higher grade level) 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. Detail.

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 grade 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.
4. Non-competitive temporary promotions involving Certificate Assignments shall be made in a fair and equitable manner among qualified volunteers based on seniority as established in Article 128 - Seniority. In the absence of qualified volunteers, the Agency shall make assignments among qualified employees on a fair and equitable basis using inverse seniority.

SECTION 3. The Agency is not precluded from assigning various higher-level duties of a position to an employee without effecting 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 employee's time for more than one pay period, which neither require additional supervision nor 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 (SF) 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 a temporary internal assignment away from the representative's normal duty station.

SECTION 8. 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 9. Details shall be assigned in a fair and equitable manner among qualified volunteers.

SECTION 10. Selections for non-competitive temporary promotions, not otherwise addressed in this Article, will be made in a fair and equitable manner.

SECTION 11. Employees serving on a temporary promotion are not precluded from applying and being considered for an advertised temporary promotion.

SECTION 12. 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 13, but if selected must return to their position of record prior to starting a new competitive temporary promotion.

SECTION 13. Employees on a competitive temporary promotion must return to their position of record prior to beginning a subsequent competitive temporary promotion.

ARTICLE 27

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. These assignments shall be made in a fair and equitable manner based on seniority to the extent possible among volunteers determined to be qualified by the Agency. Seniority shall be based on Aviation Safety (AVS) seniority 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 26.

ARTICLE 28
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 this Agreement, FAA Personnel Management System, HRPM EMP-1.14, and other applicable Agency directives.

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 all requirements for the position are published in vacancy announcements, 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, internal 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. External vacancy announcements will be announced using any length of open period, which may reasonably be expected to produce a sufficient number of qualified candidates.

SECTION 4. Vacancy announcements will be available and accessible electronically to all 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. Vacancy announcements will normally contain the following information:

- a. opening date;
- b. closing date;
- c. title, series, and grade 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, including selective placement factors, if any;
- j. requirement for security clearance;
- 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;
- 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;
and
- t. Background check/security clearance requirements.

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 7. Vacancy announcements for full performance level positions shall include the statement; "In-grade/downgrade applications will be accepted." The Agency retains the right to select promotion candidates.

SECTION 8. In accordance with the FAA Personnel Management System and applicable directives, employees are no longer required to complete time in grade 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 9. 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 10. Developmental employees must meet regulatory and administrative requirements, including job performance, and be recommended for promotion by their Front Line Manager. Recommendations will not be withheld or delayed for arbitrary reasons or for reasons outside established standards. 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 recommending management official. The Parties understand that administrative requirements may affect the timelines of the related payroll action.

SECTION 11. If the Agency appoints or otherwise places a former federal employee in a bargaining unit position under the authority set forth in HRPMP EMP 1.14, Section 6(c)3, the FAA will notify the PASS National President that such authority was used. The FAA will provide information regarding the appointment of 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 12. If the Agency utilizes the automatic consideration process IAW HRPMP 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 13. If the Agency decides to interview any qualified employee on the selection list, then all on the list who are qualified must be interviewed. If the selection list is shortened to a best-qualified list through a comparative process, then the best qualified list shall be considered to be the selection list. If it is determined that interviews are required and virtual interviews are not utilized for all applicants, 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 14. Priority Consideration:

- 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 referral/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.
- 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 15. 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.

ARTICLE 29
Reassignments Initiated by an Employee

SECTION 1. An employee may initiate a request for reassignment to bargaining unit positions outside of the announced vacancy process in accordance with the Employee Request for Reassignment (ERR) process as defined in this Article. 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 a voluntary reassignment shall be entitled to the same benefits as advertised on the vacancy announcement.

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. FAA Form 3330-42, Request for Consideration and Acknowledgment; and
- c. OF-612, SF-171, or a personal resume.

Upon receipt of the package, the receiving office will advise the employee that they have received the employee's 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.

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 the employee was 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. All reassignments under this Article will be made in accordance with Article 25, Certificate Assignment Procedures.

SECTION 5. Union representatives serving in an elected capacity while on official leave of absence shall be treated equitably.

ARTICLE 30 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 (3) categories (in order of priority):

- a. Medical.** The medical condition of the employee, the employee's spouse/ domestic partner, or dependent children in the employee's household requires the employee to make 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.
- b. 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.
- c. Dependent Children.** Transfer of an employee in case of an estranged family (e.g., divorce, incarceration, military assignments, 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 his or her 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. 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 his or her current manager. The request shall include at least the following:

- a. a statement that the employee is requesting an 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. OF-612 or a resume;
- f. most recent performance appraisal;
- g. 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
- h. 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 (*e.g.*, office or branch) 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 Division or equivalent level of the organization where the hardship request originated. This should normally be accomplished within seven (7) calendar days of making the determination.

SECTION 5. Division Review. The Parties at the Division 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 Division 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 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.

SECTION 6. Target Division Review. The Parties at the Division or equivalent organizational level of the target facilities shall review the employee's package and the determinations made at the facility and the originating Division or equivalent organizational level. This review should normally occur within fourteen (14) calendar days after receiving the package. The Agency will inform the employee as soon as possible of the final determination. 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 Division or equivalent organizational level shall forward a written justification to the originating Division or equivalent organizational level along with a list of all alternative facilities in the geographical area, which could possibly fit the needs of the 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.

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 7. Applications accepted as a bona fide hardship request under this Article, but the Agency determines the request cannot be accommodated due to staffing, the employee's original request will remain active for fifteen (15) months from the date of final determination and reviewed every six (6) months by the Parties at the Target Division level. After each six (6) month review, a notice will be sent to the employee regarding the disposition of the request. Target Divisions or equivalent organizational levels are required to "date/time stamp" all hardship applications in order to properly track this provision. If multiple requests in the same category are competing for a single vacancy, they will be accommodated on a first come, first serve basis. After fifteen (15) months, the application and all associated documentation will be properly discarded.

SECTION 8. All certificate assignment(s) affected by completed hardship transfers under this Article will be addressed in accordance with Article 25.

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 31

Hosted Assignments

SECTION 1. A Hosted Assignment is defined as an assignment where the employee 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 current work location.

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 employee will report.

SECTION 3. Hosted Employee. Hosted Employees are employees who are assigned to a Host Office as defined in Section 2 of this Article.

- a. Hosted Employees will be treated in a fair and equitable manner as other employees assigned to the same FAA facility.
 - 1. Employees assigned to a Host Office will be provided adequate workspace at their Host Office commensurate with their position, work responsibilities, and this Agreement.
 - 2. Employees 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 Employees 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 Employees' 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 in accordance with Article 2.

SECTION 5. Nothing in this Article shall be construed to impact any right by employees to request a telework arrangement pursuant to Article 51.

ARTICLE 32
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 33
Representatives of the Administrator

SECTION 1. Within ninety (90) days of the date of this Agreement and on or about October 1 of each year thereafter, the Agency shall provide the Union at the National level with the following information in an electronic format:

- a. The number and types of Representatives of the Administrator (designees) authorized under 14 C.F.R. Part 183;
- b. The type of work performed by each designee, and;
- c. The location of each designee.

SECTION 2. Upon request by the Union, the Parties will meet in March, or other mutually agreeable time, of the following year to discuss the information provided to the Union pursuant to Section 1 and to allow the Union to present any questions/concerns related thereto.

ARTICLE 34

Outside Employment and Activities

SECTION 1. In accordance with 5 C.F.R. §§ 2635.101(b)(10) and (14), § 2635.801(c), FAA Order 3750.7, other applicable statutes, regulations, and Agency policy, outside employment/activities are generally permitted as long as such employment/activities do not conflict or give the appearance of a conflict with official Government duties. Employees are permitted to engage in outside aviation employment/activities so long as there are no ethics concerns present, such as where an 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/counselors on the Office of the Chief Counsel (AGC) website with whom employees may consult about questions related to ethics issues. Such consultation, however, does not relieve an employee from the requirements of Section 2.

SECTION 2. Requests for determinations of the propriety of an aviation-related outside employment opportunity or activity must be submitted via the AVS Outside Activity or Employment (OAE) Portal (or its replacement).

- a. Employee requests submitted via the OAE Portal will be acted upon as soon as possible, generally within sixty (60) days of receipt.
- b. When the employee accepts outside employment without prior approval due to the Agency's failure to respond within sixty (60) days to the employee's 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 or activity is inconsistent with the provisions of Section 1, the following shall apply upon written notification to the employee:

- a. If the outside employment/activity is specifically prohibited by law, the employee shall cease the employment/activity immediately.
- b. In all other cases, the employee shall cease the employment/activity within fourteen (14) days.

SECTION 4. If the Front Line Manager (FLM) recommends disapproval of an employee's request, the employee's submission will still be routed to the OAE panel for review.

SECTION 5. The Union shall have the right to designate a representative to the AVS OAE Panel. The representative will be on official time and authorized travel and per diem, as appropriate.

SECTION 6. The OAE Panel will review employee requests related to outside employment and activities and will make recommendations to the AGC member of the OAE. Upon request, the OAE Panel will provide the requesting employee with a copy of any recommendation(s) to AGC.

SECTION 7. AGC makes the final determination of approval/disapproval. Upon request, a copy of AGC's decision will be provided to the employee. Employees may request reconsideration of the AGC decision to the OAE Panel.

ARTICLE 35
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 36

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 Aviation Safety (AVS) within one month of the end of the fiscal year.

SECTION 4. The Agency has discretion to grant a Quality Step Increase (QSI) to an employee consistent with the standards and requirements generally applicable to the federal sector.

SECTION 5. The Agency shall notify the appropriate Union representative, in writing, when a bargaining unit employee receives an award. At a minimum, the notification shall include the employee's name and type of award. When applicable, the

employee's Electronic Official Personnel File (eOPF) will be updated to reflect awards received.

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 37

Performance Management

SECTION 1. The Agency's Performance Management System (PMS) will be administered in accordance with HRPB 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 individual (long and/or short term).

SECTION 3. The requirement for face-to-face feedback discussion between a manager and employee set forth in HRPB 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 Position Description. 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.

- a. Employees are encouraged to use PMAS to complete self-assessments and will be provided information on how to do so. Alternatively, self-assessments may be submitted to the manager via email.
- b. 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 an employee on:

- a. an Opportunity to Demonstrate Performance (ODP) or
- b. any other formal performance improvement program, as appropriate.

SECTION 12. When an employee is placed on an ODP:

- a. The Agency shall afford the employee a reasonable opportunity, in no case 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 38
Classification Standards and Position Descriptions

SECTION 1. The Parties recognize that position classification standards for bargaining unit employees are established by the Agency as authorized in HRPB 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. 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 and 10.3, 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 39
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 40
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 Union will be provided with a copy of the JTA upon completion.

SECTION 2. The definition of JTA is any study of the knowledge, skills, and abilities needed to do their jobs.

ARTICLE 41

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 governmentwide 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 his/ her assignment.

ARTICLE 42

Return Rights from Overseas Locations 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, HRPM LWS-8.6 Home Leave, and this Agreement. If any changes to the program are proposed, the Agency shall provide the Union notice in advance and negotiate the changes in accordance with Article 70 of this Agreement. Notwithstanding the implementation of subsequent program changes, employees on overseas tours are entitled, for the remainder of their current tour, to the protection of the regulations under which they accepted the overseas assignment.

SECTION 2. To maintain administrative return rights, the employee shall execute an employment agreement 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 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 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 the employee 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 the employee intends to exercise their return rights.

SECTION 7. An employee exercising return rights shall be informed of all available bargaining unit vacancies for which the employee is 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 the employee is returned. The Article 25 Certificate Assignment Procedures will be applied to determine the employee's specific certificate assignment.

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. The Certificate Assignment Procedures process will be applied to determine the employee's specific certificate assignment. If a delay is not arranged, additional placement procedures will apply in accordance with HRPM EMP-1.16.

SECTION 8. 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 grade or location of the proposed assignment.

SECTION 9. The Agency will advise the employee of their specific assignment at least sixty (60) calendar days prior to the expiration of the employee's 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 10. 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 11. 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 12. A full written explanation shall be provided to an employee upon the employee's request, if the employee's tour of duty is terminated before its expiration.

ARTICLE 43
Management Directed Reassignments

SECTION 1. SCOPE. The purpose of this Article is to address the impact of management directed reassignments. An employee's reassignment may be the result of a reorganization, realignment, consolidation, or when a position is eliminated. Where this Article does not address the effects of the action being taken by the Agency, the Agency will issue notice pursuant to Article 70 of this Agreement.

SECTION 2. GENERAL. The Union at the corresponding level shall be informed as soon as practicable of any reassignments covered by this Article. The Parties recognize the importance of the early and open exchange of information concerning any job abolishment or position elimination and therefore, they are encouraged to discuss issues prior to the Agency's final decision on actions to be taken.

- a. Notice to the Union shall include the Agency's determination of whether the duties or an affected employee may be eligible for a hosted assignment in accordance with Article 31 – Hosted Assignment and/or Article XX - Remote Work. Determination of whether an employee may be eligible for a hosted assignment does not preclude the Agency from requiring an employee to relocate. If the Agency determines the duties of the affected employee cannot be performed as an Article 31 – Hosted Assignment and/or Article XX - Remote Work, the Agency shall, upon request, provide the reasons for the determination to the Union in writing. This Article does not preclude employees from voluntarily applying for reassignments to positions in an equal or lower pay grade under the ERR process under Article 29 and merit promotion procedures.
- b. If an employee is involuntarily placed in a lower-graded position as a result of a management directed reassignment under this Article, the employee shall receive priority placement rights in accordance with HRPM EMP-1.9.
- c. A reassignment under this Article may trigger the processes established in Article 25, Certificate Assignments.
- d. Working conditions already established by this Agreement (e.g., working hours, telework eligibility) will be handled in accordance with the appropriate provisions of this Agreement.
- e. A copy of the Mass Change List (MCL) will be provided to the Union at the National level as soon as possible, if required, and created in accordance with the FAA Order 1100.1. Absent a requirement for a MCL, the Agency will include the following information for each impacted employee:

- (1) Name
- (2) Occupational Series
- (3) Current Duty Location
- (4) Current Facility Routing Code
- (5) Current Organizational Code
- (6) Current Organizational Code Description
- (7) Current PD Number
- (8) Future Duty Location (if different)
- (9) Future Facility Routing Code
- (10) Future Organizational Code
- (11) Future Organizational Code Description
- (12) Future PD Number (if different)

- f. In the event the Agency holds a briefing with employees regarding the reassignment(s), the Agency will provide the Union notice of that briefing as required by Article 4, Section 2 of this CBA and the Statute. If the Parties at the corresponding level mutually agree that a joint briefing will be held, the meeting will be scheduled at a mutually agreeable date and time prior to the proposed implementation date.
- g. Following completion of the reassignments, the Union, upon request, shall be provided with an organizational chart depicting the new organization. Nothing in this Article is intended as a waiver of any bargaining obligation with respect to remaining substantive issues and/or the procedures and appropriate arrangements, consistent with Article 70, arising from any realignment under this Article as a result of the implementation of any provision of this Article.

SECTION 3. INDIVIDUAL ADMINISTRATIVE REASSIGNMENTS. This Section shall be used for reassignments that are limited to individual employees and not related to a realignment, reorganization, or consolidation.

- a. When contemplating any management directed administrative reassignment under this Section, the Agency shall inform the employee and the Union at the corresponding level of the planned reassignment. Impacted employee(s) wishing to express any personal interest related to the reassignment will be given a minimum of seven (7) working days, from the date of being advised, to provide their interests in writing and/or in person. The Agency will consider the personal interests of the employee prior to effecting the reassignment under this Article. The Agency will respond in writing to the employee's interest at least seven (7) working days prior to the Agency's intended action.
- b. In the event the Agency contemplates a reassignment of an employee as a result of a complaint from a regulated entity, the employee shall be provided an opportunity to provide a response to Management regarding the complaint prior to

the Agency's decision to reassign the employee. The employee's response will be considered prior to any reassignment decision.

SECTION 4. REASSIGNMENTS WITHOUT RELOCATION. This Section shall be used for reassignments that are the result of a realignment, reorganization, consolidation or other changes affecting an organizational subdivision that do not direct or require an employee to relocate.

- a. The Union at the National level shall be informed as soon as practicable of any reassignments under this Section, but no less than thirty (30) days prior to the reassignment.
- b. Employees shall be given advance written notice at least thirty (30) days prior to the reassignment date.
- c. Once a decision is made to administratively reassign an employee(s), the Agency will identify the position(s) for which a qualified employee(s) may be reassigned.
- d. Reassignments under this Section shall utilize the following process:
 1. When there will be no substantive change to the employee's Position Description (PD) or work, and the entire group of employees is being reassigned to a singular organization/office, the notices described in this Section will be deemed sufficient for the Agency to proceed with the reassignments.
 2. When there will be no substantive change to the employee's PD or work, and the affected employees will be reassigned to multiple organizations/offices, affected employee(s) wishing to express any personal interest related to the potential reassignment, will be given a minimum of seven (7) working days, from the date of being advised, to provide their interests in writing and/or in person. The Agency will consider the personal interests of the employee prior to effecting the reassignment under this Article. The Agency will respond in writing to the employee's interest at least seven (7) working days prior to the Agency's intended action.
 3. When there will be a substantive change to the employee's PD or work, the Agency will determine the qualifications necessary for each position identified and will assign the most senior qualified volunteer(s) to the position. If there are insufficient volunteers, the Agency will assign additional employees based on the needs of the Agency. Employee(s) who do not volunteer may express any personal interest related to the potential reassignment. The employee will be given a minimum of seven (7) working days from the date of being advised to provide their interests in writing and/or in person. The Agency will

consider the personal interests of the employee prior to effecting the reassignment under this Article. The Agency will respond in writing to the employee's interest at least seven (7) working days prior to the Agency's intended action.

4. The pool of employees is limited to the employees directly or indirectly affected by a reassignment under this Section.
- e. Prior to involuntarily reassigning an employee under this Article, the Agency shall, to the maximum extent practicable, expedite existing selections awaiting release from affected facility(s)/ office(s) prior to making a decision as to the number of employees to be affected.

SECTION 5. REASSIGNMENTS RESULTING IN PHYSICAL RELOCATION. This Section shall be used for reassignments that direct or require an employee to relocate.

- a. When a reassignment requires an employee to relocate outside their duty station or local commuting area, the employee shall be given advance written notice at least one hundred and twenty (120) days prior to the reassignment date. That notice will include information regarding whether an employee would be eligible for Article 31 – Hosted Assignment, if applicable.
- b. Reassignments under this Section shall utilize the following process:
 1. Once a decision is made to administratively reassign an employee(s), the Agency will identify the location(s) and position(s) for which a qualified employee(s) may be reassigned.
 2. The Agency, to the maximum extent possible, will attempt to place the employee in a position in their duty station's local commuting area for which they are qualified.
 3. The Agency will determine the qualifications necessary for each position identified and will assign the most senior qualified volunteer(s) to the position. If there are insufficient volunteers, inverse seniority shall apply from among qualified employees. Seniority will be based on Article 128 - Seniority.
 4. When reassignments affect employees at more than one location, the Agency reserves the right to consider reassignments at each individual location exclusive of the others.
 5. Prior to involuntarily reassigning an employee under this Article, the Agency shall, to the maximum extent practicable, expedite existing selections awaiting release from affected facility(s)/ office(s) prior to making a decision as to the number of employees to be affected.

- c. When there is a transfer of existing office functions and/or services or consolidation of office functions resulting in a relocation to a new location and the Agency determines to administratively reassign the employee, the employee may request to remain in their currently assigned position.
 - 1. If the request is granted, the employee shall not be eligible to receive any Permanent Change of Station (PCS) benefits.
 - 2. If the Agency denies the employee's request, the reasons will be provided in writing, upon request.
- d. **Relocation Expenses.** Reimbursement for relocation expenses resulting from an administrative reassignment shall be in accordance with Article 102, Moving Expenses/Permanent Change of Station (PCS).
- e. **Priority Consideration.** Any employee who is involuntarily reassigned outside of their duty station or local commuting area shall receive priority consideration for vacancies if that involuntary reassignment would qualify the employee for PCS as defined in Article 102 of this Agreement.
 - 1. Priority consideration under this Section shall be limited to positions within their bargaining unit, at the same or lower pay grade for which the employee is qualified, and within the geographic area of responsibility in which the employee's duty station commuting area was originally located, notwithstanding the area of consideration associated with the vacancies.
 - 2. To receive priority consideration, the employee must submit a timely application under an applicable vacancy announcement or the Employee Request for Reassignment (ERR) process under Article 29.
 - 3. 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).
 - 4. When submitting an ERR, the employee shall indicate in their cover letter that they are eligible for priority consideration under this Article.
 - 5. The employee's right to priority consideration shall end one (1) year from the date of notice of the involuntary reassignment, or upon 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 PCS benefits under this Section.
 - 6. 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 6. REDUCTION IN FORCE (RIF). In the event an adjustment or reorganization of the workforce that 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 44 shall apply.

SECTION 7. ALTERNATIVE GRIEVANCE STEP SUBMISSION.

- a. In lieu of the normal grievance process, the Region IV Vice President or National AIR Representative may file a grievance at the Step 3 level regarding the reassignment of an employee(s) under this Article.
- b. The Step 3 Agency official shall respond to the grievance in writing within seven (7) calendar days following the submission of the grievance.
- c. 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 8f of this Agreement.

ARTICLE 44

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 with a list of all current and projected vacancies available for the placement of surplus employees. 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 abolishments 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 45.

ARTICLE 45

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 (surplus 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. 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 position description 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 46 **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 re-employment, 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 47

Furlough

SECTION 1. A furlough is a non-disciplinary action placing an employee in a temporary non-duty 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 Article are as follows: save money (or non-emergency) furlough; furlough of more than thirty continuous calendar days or twenty-two (22) discontinuous workdays; and emergency (shutdown) or lapse of appropriation (authorization) furlough. Furloughs of bargaining unit employees will be governed by HRPMP 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 (VSIP) 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 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. 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 Question and Answer (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 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 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 44 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 their alternate work schedule (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, information will be provided directing employees 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 leave without pay (LWOP) during his or her furlough period, the employee may designate any hour(s) and/or day(s) of LWOP as furlough time off in order to meet the furlough requirements.

SECTION 13. An employee who is on approved LWOP under the Family Medical Leave Act (FMLA) on days that coincide with the period of furlough shall be permitted to convert his or her 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 pay for a holiday so long as the employee is 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 55, Annual Leave.

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 Division, Directorate 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 the 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 collective bargaining agreements. An employee's authorized use of a rental vehicle/GOV 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:

- 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 it 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 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 the employee's 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 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 48

Working Hours and Schedules

SECTION 1. The Agency will make a 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 will have an opportunity to select their preferred work schedule in accordance with Article 128 - Seniority.

SECTION 2. Employees may request to work a Traditional Work Schedule; Alternative Work Schedules (AWS) (i.e., Flexible Work Schedule (FWS), Compressed Work Schedule (CWS)); or, where applicable, the First 40-Hour Tour of Duty as described in this Article.

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. 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; 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 does not violate the basic workweek.

SECTION 5. Should the Agency require an employee to work outside of their normal schedule for an assignment not requiring overtime, the Agency shall to the maximum extent practicable, 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 6. 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 7. DEFINITIONS.

- a. **Administrative Workweek.** In the FAA, the administrative workweek is the 7-calendar day period, which begins at 0000 hours Sunday and ends at 2400 hours (midnight) Saturday.

- b. **Basic Workweek.** Means a forty (40) hour workweek for full-time employees.
- c. **Basic Work Requirement.** A full-time employee working traditional or non-traditional schedules are required to work eighty (80) hours a pay period. Part-time employees are required to work thirty-two (32) to sixty-four (64) hours a pay period. The type of work schedule, an employee is on defines their basic work requirement. The basic work requirement excludes overtime, compensatory time earned, or credit hours earned.
- d. **Regularly Scheduled Administrative Workweek.** For a full-time employee, it means the period established within an administrative workweek within which the employee is regularly scheduled to work. For a part-time employee, it means the officially prescribed days and hours within an administrative workweek during which the employee is regularly scheduled to work.
- e. **Regularly Scheduled Work.** Work that is scheduled in advance of an administrative workweek.
- f. **Tour of Duty:** The hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek.

SECTION 8. TRADITIONAL WORK SCHEDULES. A traditional work schedule is defined as Monday through Friday with working hours representing an eight and an half (8 ½) hour workday normally between the hours of 6:00 a.m. and 6:00 p.m. inclusive of an unpaid meal break, with Saturday and Sunday as Regular Days Off (RDOs). The Agency may have work requirements that must be performed outside the traditional work schedule. Working hours for traditional work schedules shall be administered in accordance with this Agreement, and HRPM LWS-8.14, Workweeks, Tours of Duty, and Work Schedules.

SECTION 9. ALTERNATIVE WORK SCHEDULES (AWS). Instead of a traditional schedule, an employee may elect to work an Alternative Work Schedule (AWS) as defined in this Article. Alternative Work Schedules include both Flexible Work Schedules (FWS) and Compressed Work Schedules (CWS). Alternative Work Schedules (AWS) shall be administered in accordance with this Agreement and HRPM LWS-8.15 – Alternative Work Schedules.

- a. 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:
 - 1. a reduction of the level of productivity of the Agency;
 - 2. a diminished level of service furnished to the public by the Agency; or

3. an increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a compressed schedule).
- b. The authorization for an employee's election to work an AWS may be temporarily affected if the Agency determines that working an AWS will negatively impact their training.
- c. 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 an AWS.
- d. The Agency may temporarily suspend individual AWS assignments in the event an impact to staffing and workload requirements is expected to occur for a period in excess of thirty (30) days and less than ninety (90) days.
 1. The affected employee(s) will normally be given thirty (30) days' notice of such change.
 2. 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.
 3. Individual AWS assignments may be suspended for ninety (90) days or longer in cases of an adverse Agency impact as defined in this Agreement.
 4. Upon the Union's request, the Agency will provide the reason(s) for the suspension of an AWS in writing.
- e. 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:
 1. travel or training hours do not coincide with the employee's schedule and performance of normal duties is not possible; or
 2. adherence to an AWS will create additional overtime or travel compensation entitlements.
- f. **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:

1. **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.
 - (a) The first-level manager will notify the employee what the Agency has established as the Core Hours.
 - (b) Core Hours are based on the time zone where the employee starts their workday.
2. **Flexible Time Bands.** Flexible time bands are Monday through Friday from 5:00 a.m. to 8:00 p.m. 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.

SECTION 10. AVAILABLE ALTERNATIVE WORK SCHEDULES (AWS). For the purposes of this Agreement, available AWS are:

- a. **Compressed Work Schedules (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. Employees may elect to use the Flexible Start Time Option if approved in advance. There are two (2) plans available under CWS.
 1. **4/10 Plan.** This schedule 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.
 - (a) Plan allows flexibility in pre-selecting time of arrival and departure while working four (4) days a week with three days off.
 - (b) Once the schedule is approved, the employee works a pre-established fixed schedule until a new schedule is submitted and approved by management in advance of the pay period.
 - (c) Employees must be present or otherwise accounted for by leave and/or other approved absence during core hours for four (4) days a week, except for their meal break.
 2. **5-4/9 Plan.** This schedule includes eight (8) workdays of nine (9) hours, one (1) workday of eight (8) hours, and five (5) non-workdays per pay period, with pre-established fixed hours, exclusive of a designated meal break.
 - (a) Plan allows flexibility in selecting time of arrival and departure.

- (b) Once the schedule is approved, the employee works the pre-established fixed schedule until a new schedule is submitted and approved by management in advance of the pay period.
 - (c) Employees work a fixed schedule and must be present or otherwise accounted for by leave and/or other approved absence, during core hours for four (4) days/one (1) week and five (5) days/the other week, except for their meal break.
- 3. Flexible Start Time Option.** This option allows for a varied start time within the flexible time band without changing the length of the established workday of a Compressed Work Schedule (CWS).
- (a) The starting times must be approved in advance.
 - (b) This option is available to employees working either a 4/10 Plan or a 5-4/9 Plan.
- b. Flexible Work Schedules (FWS).** Flexible Work Schedules (FWS) vary significantly. 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. FWS includes core hours when an employee must be present for work and designated hours within the flexible time bands described above, which are hours that an employee may elect to work to complete their basic work requirement.
- 1. Flexitour.**
- (a) Plan allows flexibility in pre-selecting the time of arrival and departure within the flexible time bands.
 - (b) Once established, this schedule is fixed until an adjusted schedule is submitted and approved.
 - (c) An employee requests their fixed arrival time during the flexible time band in advance of the upcoming pay period subject to management approval.
 - (d) Works eight (8) hours/day, five (5) days/week.
 - (e) Must be present or otherwise accounted for by leave and/or other approved absence during core hours, except for their meal break, five (5) days a week.
 - (f) Credit hours may be earned with advanced approval.

2. Gliding.

- (a) Plan allows employees flexibility to elect to vary the daily time of arrival and departure during the flexible time band, without prior management approval.
- (b) Works eight (8) hours a day, five (5) days a week.
- (c) 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.
- (d) Credit hours may be earned with advanced approval.

3. Variable Day.

- (a) Plan allows flexibility in daily arrival and departure times within the flexible time band and length of the workday.
- (b) Works forty (40) hours a week.
- (c) 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.
- (d) Credit hours may be earned with advanced approval.

4. Variable Week.

- (a) Plan allows employee flexibility in daily arrival/departure time and length of workday and workweek.
- (b) Works eighty (80) hours per pay period.
- (c) Must be present or otherwise accounted for by leave and/or other approved absence during core hours, except for their meal break, on days worked five (5) days a week.
- (d) Credit hours may be earned with advanced approval.

5. Maxiflex.

- (a) Plan allows employee flexibility in daily arrival/departure time and length of workday, workweek and number of days off.

- (b) Works eighty (80) hours per pay period.
- (c) May work less than five (5) days/week and/or ten (10) days per pay period.
- (d) Must be present or otherwise accounted for by leave and/or other approved absence during core hours at least three (3) days per administrative workweek, except for meal break.
- (e) Credit hours may be earned with advanced approval.

SECTION 11. FIRST 40-HOUR TOUR OF DUTY. First 40-hour tours of duty shall be governed by HRPM LWS-8.17, applicable Agency Directives and government-wide rules and regulations.

ARTICLE 49 Remote Work

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 1. 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 2. 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 4 of this Article.

SECTION 3. Any changes to the employee's worksite must be requested in advance and approved by the Agency.

SECTION 4. Decision-Making Criteria. Prior to approving Remote Work, the Agency

must consider:

- a. if there is an adverse agency impact on the administrative and 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 5. Remote Workers may telework in accordance with Article 51.

SECTION 6. 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 102 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 4 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 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 50
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. 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 11. 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 12. 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 13. An 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 14. 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 15. 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 16. 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 51 Telework

SECTION 1. Policies and procedures regarding telework that are not covered in this Article shall be in accordance with HRPW 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 workforce 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 U.S.C. § 5304 by the Pay Agent designated by the President under 5 U.S.C. § 5304(d)(1). 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.
- g. 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 Front Line 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 Front Line 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 Front Line 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 are 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 Front Line 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.
2. 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.
3. 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 Front Line Manager's (FLM) 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 52
Work Schedule Adjustment for Education

SECTION 1. An individual's request for a work schedule adjustment 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 a work schedule adjustment for this purpose require scheduled overtime expenditures or interfere with the work schedule 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 53
Assignment of Temporarily Disabled Employees

SECTION 1. At the employee's 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 the employee is 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 the employee's 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 three (3) 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 54
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
- Veteran’s 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 a holiday falls on an employee’s regular day off, the following days shall be observed in lieu of the actual holidays:

SCHEDULED 5-DAY WORKWEEK

Scheduled Days Off	When Actual Holiday Falls On	Days Observed In Lieu of the Actual Holiday
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	When Actual Holiday Falls On	Days Observed In Lieu of the Actual Holiday
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 Friday Saturday	Thursday Friday Saturday	Following Sunday Preceding Wednesday Preceding Wednesday
Friday Saturday Sunday	Friday Saturday Sunday	Preceding Thursday Preceding Thursday Following Monday
Saturday Sunday Monday	Saturday Sunday Monday	Preceding Friday Following Tuesday Preceding Friday

When a 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 of the administrative workweek, 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 administrative workweek, the employee’s “in lieu of” holiday is the first scheduled workday preceding the holiday.

For purposes of this Article, the administrative workweek is defined as the seven (7) calendar day period beginning 0000 hours on Sunday and ending at 2400 hours on the following Saturday. For an employee who works on a Monday through Friday schedule, the first RDO in the administrative workweek is Sunday and the second RDO is Saturday.

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. 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 6. The Agency reserves the right to excuse employees working a conventional workweek from all holidays, voluntarily or involuntarily, staffing and workload permitting.

ARTICLE 55 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 be requested and approved/ disapproved either in person, electronically or by telephone. All approved annual leave requests must be documented on a Request for Leave or Approved Absence Form (OPM-71), or its equivalent. 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 HRPM 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 U.S.C. § 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.

- a. To facilitate the scheduling of an employee's annual leave, an employee may submit a request of up to twenty-one (21) contiguous days of annual leave during the upcoming leave year, except when longer periods can be provided at the local level.
- b. The Agency will consider the approval of such a request based upon the staffing and workload needs of the facility/office. Once approved, this leave shall not be canceled or rescheduled to the maximum extent practicable or at the request of the employee.
- c. Employees will submit their requests before November 1 prior to the upcoming leave year, and the schedule will be posted by December 1.
- d. Conflicts concerning these requests shall be resolved on the basis of seniority as defined in Article 128 - Seniority.

SECTION 8. While it is desirable to schedule planned annual 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 advance notice 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.

At the employee's request, annual leave disapproved under this Section will remain pending 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 pending leave will be maintained and reasonably accessible to bargaining unit employees.

SECTION 9. Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave.

SECTION 10. 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 local level shall negotiate the amount of annual leave each employee can use and the procedures to be used to distribute the leave equitably among bargaining unit employees.

SECTION 11. Restoration of use or lose leave will be in accordance with HRPM 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 12. Except as authorized in OPM regulations, no employee will be forced to take annual leave.

SECTION 13. Employees shall not be required to provide reasons for annual leave requests.

SECTION 14. Except as otherwise provided for in this Agreement, employees are covered by the annual leave and lump sum payment provisions contained in 5 U.S.C. Chapter 55, Chapter 63 and the associated regulation in 5 C.F.R.

ARTICLE 56
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 58 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 that 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 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 his/ her 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 designated location. If requested by the employee, or if the employee is unable to request, the Agency shall notify the employee's family or designated party of the occurrence and location of 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 57
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 Labor Distribution Reporting (LDR). 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, the employee 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 58

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 regulations, 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 his or her 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 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 his/her 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 his/her Frontline 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 C.F.R. § 825.126. Qualifying exigency leave may be requested when the employee's spouse, son, daughter, 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 HRRPM 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:

- a. An employee shall choose the type of paid leave to substitute for FMLA LWOP and the order of any such paid leave substitution.
- b. An employee may elect, but shall not be required, to substitute previously scheduled annual leave.
- c. 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.
- d. 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.
- e. Where an employee has insufficient paid leave to cover the entire period for which she/he wishes 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, 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 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 his/her own serious health condition may be required to submit a certification that he/she is able to return to duty, and is capable of performing his/her 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 59
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 118 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 (1) 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 above 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. Upon request, an employee shall be granted up to ten

(10) days of annual leave or leave without pay (LWOP), in the event of a death in an employee's family. Leave taken under this Section is in addition to any leave that may be available under LWS-8.23, Parental Bereavement Leave. For the purposes of this Section, "family" is defined as the employee's:

- a. Spouse;
- b. Life or domestic partner;
- c. Parents;
- d. Child;
- e. Sibling;
- f. Grandparent;
- g. Grandchild;
- h. Parent's Sibling;
- i. Cousin;
- j. Sibling's Children;
- k. Parent-in-law;
- l. Child-in-law;
- m. Sibling-in-law;
- n. Step-Parent/Siblings/Children;
- o. Half Sibling;
- p. Relatives permanently residing in the employee's household or with whom the employee permanently resides; and
- q. 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. MILITARY FUNERAL LEAVE.

- a. In accordance with HRPM LWS-8.7, Funeral Leave 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.

- b. All permanent full-time or part-time, temporary for a year or more, and indefinite employees are eligible for funeral leave.
- c. 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.
- d. Funeral leave under this Section 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. UNION EASA-FAA SAFETY CONFERENCE.

- a. The Union's Region IV Vice President, their National Assistant or designee may attend the annual EASA-FAA International Aviation Safety Conference. Upon request, this person shall be granted up to twenty-four (24) hours of excused absence annually to attend this conference.
- b. Requests for excused absences shall be made at least twenty-eight (28) days in advance. This attendee will provide periodic updates to a designated Agency point of contact, if requested.
- c. The employee shall not be entitled to receive any premium pay or differentials. 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.

- a. 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.
- b. Excused absence may be granted up to two (2) years from the effective date of the permanent change of official post of duty.
- c. Employees may be required to provide justification for the use of this time.

- d. 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.
- e. This Section is not inclusive of any time provided for "house hunting."

SECTION 11. BONE MARROW OR ORGAN DONATION. 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 under Article 65.

SECTION 13. In accordance with Agency directives, excused absences may be made available for other circumstances.

SECTION 14. Except as set forth in HRPM LWS-8.8, 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.

SECTION 15. Disabled Veteran Leave will be administered in accordance with FAA HRPM LWS-8.19.

SECTION 16. Relief for Employees Working Beyond Their Normal Tour of Duty in Unusual Situations. When an employee is required to work for an extended number of hours outside of their normal workday, the Agency, upon request, will grant an employee excused absence on their subsequent workday. The excused absence is not to exceed the number of overtime hours worked by the employee between the end of their previous workday and the start of their next workday.

This is applicable when an employee works overtime hours that occur within nine (9) hours of an employee's next scheduled workday.

To receive excused absence in this circumstance, the employee must report to work immediately after the elapse of the excused absence approved hours. Provided the employee reports to work immediately after the excused absence for at least one hour

or more, the employee may utilize any other type of unscheduled leave, paid or unpaid, or time off, for an absence on the same day. The one hour requirement has no impact on previously scheduled 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, leave without pay, or adjust their time in accordance with the employee's AWS.

The manager is responsible for scheduling enough off-duty hours between employee shifts to be sure employees have an opportunity to rest and be physically capable of performing satisfactory work. Managers must exercise prudence when utilizing this flexibility.

ARTICLE 60

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, the employee's 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, the employee is 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 annual 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 61

Leave Programs

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 FAA Emergency Leave Transfer Program (ELTP) will be administered in accordance with HRPM LWS-8.12b FAA 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 62
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 C.F.R. § 1614.203, qualified handicapped bargaining unit employees 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 bargaining unit employees 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 bargaining unit employee.

ARTICLE 63

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/Blood 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 and this Agreement.

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 method 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 detailed 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 the employee's 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, the employee will be paid overtime in accordance with this Agreement.
- c. In extenuating circumstances (for example, childcare 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 the employee 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, the employee 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 64 Self-Referral

SECTION 1. A bargaining unit employee who is subject to drug and alcohol testing and who voluntarily identifies themselves 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 or Aerospace Medicine, and completes EAP recommended rehabilitation program and approved by Aerospace Medicine; and
- b. refrains from any further use of illegal drugs or alcohol misuse in accordance with the policy of DOT Order 3910.1 and FAA AHR.

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 56.

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 restricted from safety related duties. If the employee does not pass the return to duty test, the employee's

manager will be informed. The manager will issue a proposed removal letter and follow the AHR process. The employee will be offered one final opportunity to re-enter into a Rehabilitation Program.

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 minimum 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 65

Critical Incident Stress Debriefing Program

SECTION 1. The Agency's Critical Incident Stress Debriefing (CISD) Program will be administered in accordance with FAA Order 3210.5, associated Directives and this Agreement. 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, and granted excused absence for 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. 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 critical incident response.

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. The Union may request the Agency send out a CISD team for a particular 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 Debriefers 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 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 bargaining unit employees about the Agency's CISD program.

ARTICLE 66

Medical Standards and Examinations

SECTION 1. The provisions of this Article apply to employees who are required to hold an airman medical certificate in accordance with Agency directives. Each affected employee will be provided a copy of the applicable directive.

SECTION 2. For the purposes of this Agreement, definitions as used in this Article are as follows:

- a. Federal Air Surgeon (FAS).** The individual authorized by the FAA Administrator to issue or deny airmen medical certificates under 49 U.S.C. § 44703 and in accordance with 14 C.F.R. § 67.407. The FAS is AAM-1.
- b. Regional Flight Surgeon (RFS).** Authorized representatives of the Federal Air Surgeon within the FAA. The RFSs represent the Federal Air Surgeon on all medical matters within their geographic area of responsibility and subject to review by the FAS.
- c. FAA Flight Surgeon:** Any medical officer authorized to perform medical examinations and make medical certification related decisions on behalf of the Administrator. These personnel are stationed in a regional medical office, Mike Monroney Aeronautical Center Civil Aerospace Medical Institute (CAMI) Clinic and the office of the Federal Air Surgeon.
- d. Aviation Medical Examiner (AME).** A physician designated by the FAA and given the authority to perform airman physical examinations and issue, defer, or deny medical certificates.
- e. Aviation Medical Examiner – Employee Examiner (AME-EE).** AMEs authorized to issue, defer, or deny medical certificates for FAA employees.

SECTION 3. All employees required to hold an airman medical certificate shall be subject to medical qualification standards, associated tests, and provisions under 14 C.F.R. Part 67 Medical Standards and Certification.

SECTION 4. Medical examinations are normally conducted by an AME-EE but may be performed by a FAA Flight Surgeon. The Agency shall provide the employee with a list of AME-EEs within a reasonable traveling distance.

SECTION 5. All medical examinations and application preparation required by the Agency shall be scheduled on duty time. Employees shall be reimbursed for mileage and parking fees. It is preferred that all Oklahoma City based employees use the Civil Aerospace Medical Institute (CAMI) clinic for required medical examinations. If an

employee chooses to use an AME-EE outside of a reasonable traveling distance, the employee will be responsible for any additional mileage cost or parking fees incurred.

SECTION 6. Medical examinations will be accomplished in the due month. The parties agree that it is mutually beneficial that medical examinations will be completed prior to the last week of the due month. If for any reason, an employee 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 employee's duty day. Whenever an employee 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 employee is entitled to overtime benefits for all time spent beyond the eight (8) hours. The increments of payment shall be one (1) minute.

SECTION 7. Upon written request of the employee, the Agency shall provide at no cost to the employee 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 8. The Agency will complete the FAA Authorization and Invoice for Medical Service form prior to the examination. Upon approval, the employee must comply with all automated medical certificate processing authorized by the FAA web-based system (such as MedXPress and other related systems) to submit FAA Form 8500-8, Application for Airman Medical Certificate, to the Examiner prior to the examination.

As referenced in the Flight Operations Manual, upon receipt of an updated medical certificate, employees will inform the Flight Program by sending an email message to the Flight Program Records Mailbox at 9-ASW-AF60-Records@faa.gov. Any changes to the process will be noticed to the Union in accordance with this Agreement.

SECTION 9. FAA Order 8500.1 shall govern the procedures for medical certificate disqualification including, but not limited to, the following areas:

- a. Denials;
- b. Action following Denials or Deferral;
- c. Reconsideration by the FAS following Non-final Denial;
- d. Amending, Modifying, Suspending, or Revoking an Affirmed Medical Certificate;
- e. Authorization for Special Issuance of a Medical Certificate and Statement of Demonstrated Ability;
- f. Voluntary Surrender of an Airman Medical Certificate.

Employees will be afforded Union representation and consultation in these proceedings.

SECTION 10. Medical Evaluation Reports and Expenses.

- a. If the Flight Surgeon believes that additional medical evaluation or reports by selected physicians or other medical specialists are necessary to determine if the employee meets the standards, such evaluations or reports will be authorized and, if there is any cost involved, paid by the Agency.
- b. In cases where the FAA Flight Surgeon authorizes additional evaluations, employees 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.
- c. If an employee does not meet the qualification standards, the FAA Flight Surgeon will outline for the employee, in writing, which of the medical standards have not been met. Upon the employee's request, the FAA Flight Surgeon shall normally suggest in writing what further medical evaluations or reports may be submitted by the employee, at the employee's expense, to obtain and maintain a Special Issuance Authorization.
- d. If an employee does not meet the qualification standards, the employee may submit further medical evaluation or reports to the FAA Flight Surgeon to obtain and maintain a Special Issuance Authorization. All transportation and expenses will be borne by the employee.
- e. The Regional Flight Surgeon (RFS) shall consider all available medical information before issuing a denial. Employees may request a reconsideration of a RFS denial to the Federal Air Surgeon.
- f. Employees must assume the expense of any self-initiated examinations to support review actions. The FAA Flight Surgeon normally will not determine that an employee meets or does not meet medical qualification standards solely on the basis of the information provided by the employee's own physician.

SECTION 11. If an employee temporarily fails to meet the required medical qualification standards, the employee shall be allowed to remain in their position. In such circumstances, the employee will report to their FLM for work for which they are otherwise qualified, to the extent such duties are available.

SECTION 12. Pending the outcome of the decision by the authorized agency official, the Agency shall make every reasonable effort to accommodate the employee in accordance with Article 53 of this Agreement. For the purposes of this provision, the employee shall continue to be considered a member of the bargaining unit. In the event of a negative determination and the employee is denied medical certification the

employee 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 13. Applicable standards will be applied uniformly through the bargaining unit.

SECTION 14. All correspondence between the FAA Flight Surgeon and the employee is confidential. While management may be used as a conduit for the passage of such information, it shall be transmitted back and forth in sealed envelopes to be opened by the employee or the FAA Flight Surgeon only, as appropriate. The employee is authorized to utilize government furnished equipment (e.g., telephone, laptop, appropriate mailing supplies, postage, etc.) to transmit such information.

SECTION 15. Until available through public access, 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 an employee's medical certificate.

ARTICLE 67

Contracting Out

SECTION 1. The Agency shall notify the Union at the national level of its intention of performing a 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 the Agency solicits proposals for contracting out work covered in Section 1 of 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 3. 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 U.S.C. Chapter 71 and this Agreement.

SECTION 4. In February of each year, the Agency will provide PASS a list of all work currently performed by AVS bargaining unit employees also performed by contractors.

SECTION 5. Upon request, in November of each year, the Parties will meet and discuss the information provided in accordance with Section 4 of this Article.

SECTION 6. This Article does not apply to work performed by Representatives of the Administrator (designee) authorized under Federal Aviation Regulations (FAR) 14 C.F.R. Part 183.

ARTICLE 68
Aviation Safety Voluntary Safety Reporting Program

Section 1. The Parties created the Aviation Safety (AVS) Voluntary Safety Reporting Program (VSRP). The VSRP is administered in accordance with AVS Order VS 8000.375 and the Parties' VSRP Memorandum of Understanding (MOU) and staffed by PASS Representatives in accordance with the VSRP Personnel MOU found in Appendix III of this Agreement. The VSRP MOU provides in part:

- a. Purpose.** The FAA and PASS are committed to improving aviation system safety. Each party has determined that safety would be enhanced if there were a systematic approach for FAA employees represented by PASS to promptly identify, voluntarily report, and correct potential or actual aviation safety issues or concerns. The AVS VSRP provides a process for a documented review of safety issues or concerns raised by PASS Bargaining Unit Employees (BUEs). The purpose of the AVS VSRP is to identify and correct aviation safety issues or concerns.
- b. Benefits.** The AVS VSRP will foster a voluntary, cooperative, confidential, non-punitive environment for the open reporting of aviation safety issues or concerns. Through such reporting, all parties will have access to valuable aviation safety information that may not otherwise be available. This information will be analyzed in order to develop corrective actions to help mitigate identified aviation safety issues or concerns as well as systemic issues.

ARTICLE 69
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 (U.S.C.) or the Code of Federal Regulations (C.F.R.) 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, office/service area, and national levels.

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, notice will be provided to the lowest organizational level of the Union having jurisdiction over all of the affected employees. 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 U.S.C. § 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, office/service area/AIR Division, 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
Publicizing the Agreement

SECTION 1. The cover of this Agreement shall be black with green in the PMS 356 print and shall contain each Party's logo measuring not less than two (2) inches in diameter. Hard copies of the Agreement shall be 5 ½" X 8 ½" spiral bound and printed in type that can be easily read.

SECTION 2. The Agency will provide the Union National Office two hundred-fifty (250) hard copies of this Agreement at no cost to the Union. The Union may request up to an additional two hundred-fifty (250) copies of the Agreement during the life of this Agreement. 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 to all bargaining unit employees (BUE) in the unit, as well as a copy to any employees entering the bargaining unit after the effective date. A link to this Agreement will also appear on the FAA AVS homepage and shall be in a downloadable and searchable format.

ARTICLE 72

Reopener

SECTION 1. In the event legislation enacted which affects any provision(s) of this Agreement, the Parties shall reopen that provision 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 73
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 74 FAA Reform

SECTION 1. The provisions of title 5 of the U.S. Code do not apply to the Federal Aviation Administration's (FAA's) personnel management system, with the exception of those provisions specified in 49 U.S.C. § 40122(g).

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 U.S.C. Chapter 3 (Powers);
- 5 U.S.C. Chapter 5 (Administrative Procedure);
- 5 U.S.C. Chapter 15 (Political Activity of Certain State and Local Employees); and
- 5 U.S.C. 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 U.S.C. Section 3307 (Maximum Entry Age);
- 5 U.S.C. Section 5501 (Disposition of Lapsed Salaries);
- 5 U.S.C. Section 5502 (Unauthorized Office);
- 5 U.S.C. Section 5503 (Recess Appointments);
- 5 U.S.C. Sections 5511-5520 (Withholding Pay);
- 5 U.S.C. Sections 5533-5537 (Dual Pay);
- 5 U.S.C. Sections 5561-5570 (Payments to Missing Employees); and
- 5 U.S.C. Chapter 79 (Services to Employees).

SECTION 4. The Administrator has chosen to incorporate the following provisions of Title 5 into the FAA's Personnel Management System:

- 5 U.S.C. Sections 2901-2906 (Commissions, Oaths);
- 5 U.S.C. Section 3111 (Acceptance of Volunteer Service);
- 5 U.S.C. Sections 3331-3333 (Oath of Office); and
- 5 U.S.C. Sections 5351-5356 (Student-Employees).

ARTICLE 75
Facility/Office Evaluations, Audits, and Assessments

SECTION 1. When an evaluation, audit or assessment of an AVS facility/office is conducted at that facility/office, the Union at the local level may designate one (1) employee to serve on the evaluation team. The designee shall function at the direction of the evaluation team leader as a full member of the evaluation team. The designee's schedule shall be adjusted so they may participate in a duty status.

SECTION 2. The Union designee will attend round table discussions and debriefings to facility management whenever the full team is assembled 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 the employee is otherwise in a duty status.

SECTION 3. A Union representative is entitled to attend formal discussions conducted with bargaining unit employees during the evaluation, audit, or assessment which meet the criteria of 5 U.S.C. § 7114 (a)(2)(A) as referenced in Article 4, Section 2.

SECTION 4. Upon completion, the Union Representative at the local level shall be provided a copy of an evaluation, audit, or assessment conducted at their facility/office as described in Section 1.

Additionally, if the Agency maintains a database system that includes copies of evaluations, audits, or assessments, the Union Representative at the local level shall be provided read-only access to that system to access those copies, provided such system allows such access.

ARTICLE 76
Technical Directives

SECTION 1. The Agency shall provide bargaining unit employees access to current technical directives 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 technical data and directives commensurate with the access and information available to bargaining unit employees, provided such information is not proprietary or confidential. The PASS National Office shall be placed on the Agency's electronic distribution lists for future issuances of or changes to FAA technical directives, including, but not limited to, orders, notices, handbooks and advisories.

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 additional information for the change to the technical directive. If the Union's request is denied, the Agency will provide a written explanation for its decision.

ARTICLE 77
Government Furnished Equipment & Wireless Devices

SECTION 1. For the purposes of this Article, government furnished equipment (GFE) refers only to computers and wireless devices referred to in FAA Order 1370.121. Computers and wireless devices are provided to employees for official use only and may be used for the following activities:

- a. Access to the FAA Intranet;
- b. Access to FAA email;
- c. As a training medium;
- d. Representational duties in accordance with this Agreement; and
- e. Any other work activities assigned by the Agency.

SECTION 2. All employees who are assigned GFE will have access to directives relating to GFE use, internet use, and security of government property, including but not limited to:

- a. FAA Order 4600.27, Personal Property Management;
- b. FAA Order 1370.121, Information Security and Privacy Program & Policy; and
- c. HRPM ER-4.1, Standards of Conduct.

SECTION 3. In the event the Agency decides to install GPS capabilities in GFE, the Agency will provide the Union with notice and an opportunity to bargain as appropriate.

SECTION 4. Limited Personal Use (LPU) of FAA GFE and internet resources (e.g., brief communications or Internet searches) is allowed, provided such use does not:

- a. Interfere directly or indirectly with FAA's computer or networking services;
- b. Burden FAA with additional costs;
- c. Interfere with an FAA user's duties and other obligations to the Government;
- d. Reflect negatively on the FAA or its employees;
- e. Violate any Federal, state, local laws, departmental or FAA rules, regulations, or policies;

- f. Result in the storage of any personal music, pictures, videos, software, or files on network devices or local systems;
- g. Violate any copyright laws, license agreements, trademarks, etc.;
- h. Result in the user running or administering a business; or
- i. Introduce a virus, vulnerability, malware, or threat to the FAA's network, systems data, personnel or facilities.

SECTION 5. Bargaining unit employees assigned GFE may be authorized to take them home or on travel in accordance with the provisions set forth in FAA Order 1370.121 for use in the conduct of official business. Employees are responsible for appropriately safeguarding the GFE in accordance with FAA Order 1370.121.

SECTION 6. Employees will not be required to use personally owned devices to perform assigned duties and are only required to utilize Agency-issued GFE.

SECTION 7. Employees issued a smartphone shall include that device's phone number in their email signature block and in their FAA Profile, along with any other government phone number where the employee may be reached during duty hours.

SECTION 8. The Agency maintains the right and responsibility to determine the internal security practices associated with utilization of network connected devices including computers, smartphones, and videoconferencing software.

SECTION 9. Employees covered by the FAA Order 8900.1 may use discretion to determine if Remote Technology (RT) (i.e., any tool or equipment that enables video, audio, and or communications systems for any activity that can be performed through observation from an off-site location) can be used for a specific job activity under that Order. GFE must be used by employees to view live streaming video or recordings unless the RT equipment is provided by the stakeholder. The use of RT by Manufacturing ASIs will be voluntary and in accordance with agency policy.

ARTICLE 78 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 the appropriate and proper use, care, and safeguarding of equipment supplied by the Agency.

SECTION 2. Employee Equipment Requests.

- a. At least annually during the month of March, and more frequently as necessary, employees shall provide a list of desired equipment, including justification, to their Front Line Manager (FLM) for consideration by the Agency. Any request for equipment will be approved/disapproved based upon whether the item(s) requested is/are necessary to perform the duties assigned.
- b. The FLM 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.

- a. All employees will be provided a basic issue IT equipment package and as appropriate, the AVS Mobility Toolkit as provided in Appendix VI of this Agreement. Any changes to the list provided in Appendix VI will be noticed in accordance with Article 70.
- b. A computer bag will be issued to an employee who performs work outside of an Agency facility, if not previously issued.

SECTION 4. Employees Working Outside of Agency Facilities.

- a. Employees transitioning from a facility workspace may submit a request to remove existing equipment from their designated seating area (e.g., extra monitors, desk top riser/standing desk, ergonomic chair, or other equipment that may have been provided as an accommodation). Employees will be required to complete inventory control documents including, but not limited to FAA Form 4650-11(or its replacement) identifying what equipment was removed. If the request is approved, the employee will be responsible for both removal and return of the equipment.
- b. An employee may submit requests for additional equipment or supplies in

accordance with Section 2.

SECTION 5. Aviation Headsets. Operations Inspectors assigned proficiency checking duties in an aircraft will be issued the appropriate and necessary equipment to perform their assigned duties to include passive hearing protection aviation headsets (for the exclusive use of each employee), as well as any necessary charts and aviation data.

ARTICLE 79

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.

SECTION 2. Neckties shall not be mandatory and denim trousers shall be permitted, as long as their condition meets the standards of Section 1 of this Article. During interactions with outside entities when it is expected that the participants will be wearing neckties; or during scheduled VIP visits the Agency may require neckties and prohibit denim trousers. The Parties at the appropriate level are encouraged to discuss issues arising under this section.

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 lanyards, shall be permitted. Apparel shall not be considered inappropriate because it displays the Union logo or insignia.

ARTICLE 80

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 than 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 81
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 82
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 National 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.

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, using the following parameters:

- a. **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.
- b. All other employees will be assigned a workstation defined as:
 - i. **Touchdown Workstation.** An activity-based workspace, thirty-two (32) usable square feet in size, typically laptop-focused;
 - ii. **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 hotel workstation will have at a minimum, a chair, monitor, docking station, keyboard and mouse.

Any local 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 local 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.

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 in subsection (b), above. 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.

SECTION 6. 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 7. 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 8. The Agency will provide and maintain a microwave oven and a refrigerator at all permanent duty stations and 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 9. 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 10. A coffee maker will be provided at all permanent duty stations, except when specifically prohibited by food service contractual requirements.

SECTION 11. The Agency shall maintain operational, clean, and adequately stocked restrooms at all of its permanent duty stations.

SECTION 12. At permanent duty stations with kitchens, the Agency shall maintain an adequate stock of cleaning supplies.

SECTION 13. 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 14. 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 bargaining unit employees to be moved; and
- c. the projected date of the move.

SECTION 15. 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 16. 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 bargaining unit employee in accordance with this section.

SECTION 17. 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 bargaining unit employees 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 18. 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 83

Office of Workers' Compensation Program

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) Employees' Compensation Operations 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-1) from an employee, the CA-1 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 is part of the case file, regardless of its source, shall, at the employee's request, be shared with the Union's designated OWCP Representative, after they obtains 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 fails to fill out its portion of an employee submitted CA-1 form in a timely manner, which results 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 fails to submit/fill out the completed CA-1 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 DOL. 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-1, 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. Upon request of the employee, the Agency agrees to hold in abeyance any administrative action for employees who have initiated an appeal under applicable DOL regulations as provided in the initial claim denial notice. Such requests include reconsideration, hearing, or appeal to the Employee's Compensation Appeals Board (ECAB). Administrative actions will be held in abeyance until a decision has been rendered on the initial appeal. The requesting employee shall have thirty (30) days from the date of a denied claim to submit evidence of a request for reconsideration, hearing or appeal to the ECAB, to the Agency at the appropriate level, for the administrative action to be held in abeyance.

SECTION 11. 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 C.F.R. § 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 12. Injured employees are entitled to civil service retention rights in accordance with 5 U.S.C. § 8151 and applicable regulations.

SECTION 13. The Agency may only controvert claims for Continuation of Pay (COP) in accordance with 20 C.F.R. § 10.220. When requested, copies of the completed Form CA-1 showing the controversion and all accompanying detailed information the Agency submits in support of the controversion shall be provided to the employee.

ARTICLE 84

Employee Assistance Program

SECTION 1. The Employee Assistance Program (EAP) 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 problems (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; and other areas that could adversely impact an employee's job performance.

SECTION 2. Participation in the Employee Assistance Program (EAP) shall be voluntary.

SECTION 3. The Parties agree to form 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 one of the two National Assistants as a member of the committee. During periods of participation the member of the committee shall be on duty time and receive travel and per diem expenses, as appropriate. 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 program to each employee. This information may be in the form of brochures and/or wallet-size cards. Additional EAP promotional materials, including posters and brochures may be made available at each facility/office.

SECTION 5. In cases where an employee requiring a medical certificate consults an EAP counselor for a problem unrelated to substance abuse and disagrees with any resulting diagnosis, the following shall apply:

- a. the employee may advise the flight surgeon within seventy-two (72) hours of the employee's intent to seek a second diagnosis;
- b. the employee may consult a medical professional of the employee's choosing to obtain a diagnosis;
- c. the employee may submit the second diagnosis to the flight surgeon within thirty (30) days of the notice provided under subsection 5a;
- d. the flight surgeon will review any diagnosis submitted by the employee under

subsection 5c prior to deciding whether rehabilitation is necessary.

SECTION 6. It is understood that individuals associated with the EAP contractor do not make any evaluations regarding an employee's fitness for duty. However, under certain circumstances, the EAP manager may contact the flight surgeon regarding employees who have medical certificates.

ARTICLE 85

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 granted excused absence at the time of their request, 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 an AVS Management official at the local level who has the authority to close their AVS office 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. When possible, the Union at the local level will be consulted prior to the decision to close the office.

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 86
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 C.F.R. § 1910; 29 C.F.R. § 1926; 29 C.F.R. § 1960; FAA Order 3900.19; and Agency Directives.
- b. The Agency will apply 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 C.F.R. Part 1960; an OSHA Variance per section 6 of the OSH Act of 1970 and 29 C.F.R. § 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, 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 C.F.R. § 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 C.F.R. § 1960.46(a). Employees who determine their duties cannot be performed due to unsafe work activities or working environments have the right to disengage from the activity or work environment and immediately notify their immediate supervisor.
- 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 C.F.R. § 1960.1(g) and the current version of OSHA's Multi-Employer Policy, CPL 2-0.124. This may include training or administrative controls to reduce hazards that may be encountered at a host employer's workplace (e.g. airline, repair station, etc.).

- 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 in accordance with applicable regulations, agreements, directives and charters.
- h.** At each facility, in an area frequently visited by 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 general safety-related items and equipment needed in the work area.

SECTION 2. OSHECCOM.

- a.** The Agency agrees to continue OSHECCOM, in accordance with Executive Order 12196 and the National OSHECCOM Charter.
- b.** The following procedures shall apply to established OSHECCOMs:
 - 1. National OSHECCOM.** The committee will meet in accordance with the National OSHECCOM Charter. The Union may designate a National AVS Safety Representative who will serve as the point of contact for all national level occupational safety and health issues and other related matters. The National AVS Safety Representative shall serve as the Union's member on the National OSHECCOM. The National AVS Safety Representative shall be granted eighty (80) hours of official time per pay period.
 - 2. Sub-National OSHECCOM.** The current National OSHECCOM Charter provides for Regional/Center level OSHECCOMs. There shall be one (1) Regional OSHECCOM for each AFS region and one (1) Center OSHECCOM for the Mike Monroney Aeronautical Center. In the event of a realignment of regions, the Parties at the National level will meet to discuss changes to the Sub-National OSHECCOM structure. These committees will meet in accordance with the National OSHECCOM Charter. The Union shall be entitled to designate one (1) member per Region/Center to each Regional/Center OSHECCOM. If any additional Sub-National OSHECCOMs are established, the Union shall be entitled to designate one (1) member for each committee, unless otherwise provided by the applicable charter.
 - 3. Establishment Level OSHECCOM.** The current National OSHECCOM Charter provides for Establishment level (local) OSHECCOMs. There shall be

an Establishment level OSHECCOM in each field office level facility, including FSDOs, CMOs, IFOs, MIDOs, and AEGs. These committees will meet in accordance with the National OSHECCOM Charter. The Union shall be entitled to designate one member to each Establishment level OSHECCOM. Unresolved issues considered by an Establishment level OSHECCOM shall be referred to the appropriate Sub- National OSHECCOM for consideration.

- c. Union designated OSHECCOM members shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem in accordance with the OSHECCOM charter which includes participation in OSHECCOM meetings. Union OSHECCOM members shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem when participating in meetings, conferences, committees, training, and other internal activities requested by the OSHECCOM and approved by the Agency, or other meetings concerning OSH conducted by the Agency to which the member has been invited.

If requested by the committee member, the Agency shall make every reasonable effort to change their days off to allow participation in a duty status.

- d. The Union at the appropriate level will provide the Agency with a list of the individuals appointed as an OSHECCOM member at least thirty (30) days prior to their appointment, if practicable. The Union will update the list as necessary.

SECTION 3. Facility Safety and Health Inspections and Similar Events.

- 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), or similar events.
- b. The designated Union representative in accordance with Article 2, Section 2, 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 located within 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 the representative is 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 Workplace Inspection Tool (WIT) database.

SECTION 4. 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 C.F.R. § 1910.38, § 1910.39, FAA Order 3900.19, and NFPA 101 (Fire Life Safety Code).
- b. Where a required fire alarm system is out of service for more than four (4) hours in a twenty-four (24) hour period, the authority having jurisdiction shall be notified, and the building shall be evacuated, or an approved fire watch shall be provided for all parties left unprotected by the shutdown until the fire alarm 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 provide an equivalent level of safety.

SECTION 5. First-aid, CPR, Occupational Injury and Illnesses and Related Subjects.

- a. Adequate first aid training will be provided in accordance with 29 C.F.R. § 1910.151(b) and Agency directives, in addition to any specific training requirements contained in OSHA regulations. Bargaining unit employees 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 bargaining unit employees 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. 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 Z308.1-2009. Supplies shall also include a bloodborne pathogen cleanup kit. All kits will be easily accessible from all work areas. A CPR barrier device shall be provided in each first aid kit.
- c. The Agency will properly maintain an employee exposure record, as defined by 29 C.F.R. § 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, indoor-air quality, and noise levels above the OSHA PEL.
 - 1. 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 C.F.R. § 1910.1020.
 - 2. The Union shall have access to these records and other related information under § 1910.1020 to the extent permitted by law.
- d. **Automated External Defibrillation (AED).**
 - 1. The Agency shall continue with its Public Access to Defibrillation (PAD) program. The program was established in accordance with Department of Health and Human Services and General Services Administration guidelines.
 - 2. The National OSHECCOM shall provide oversight and shall assist in the implementation and maintenance of the FAA-wide PAD program. Any workgroup established in regard to the implementation and maintenance of the PAD program shall include a Union Representative who shall receive duty time if not in a duty status. Local OSHECCOMs will work closely with the National OSHECCOM to assist in implementation of the Agency's PAD program at the facility/office level. Issues regarding the PAD program that cannot be resolved at the local level OSHECCOM will be elevated to the National OSHECCOM in accordance with the OSHECCOM Charter.

SECTION 6. Motorized Vehicles, Defensive Driving and Boating.

- a. Where employees require the use of special motorized vehicles (i.e., snowmobiles, watercraft, aerial lifts, all-terrain vehicles, 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.

- b. Upon request, the Agency shall provide a defensive driving training course for those employees required to operate a government-owned or leased vehicle.

SECTION 7. Drinking Water Quality and Testing.

- a. In the event an employee's permanent duty station is located within an Air Traffic Organization (ATO) facility, drinking water testing shall be performed in accordance with Order JO 3900.61, Drinking Water Testing at Air Traffic Organization Facilities.
- b. The Agency agrees to promptly notify all bargaining unit employees when a potable water source is suspected 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 bargaining unit employees 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.

SECTION 8. Bloodborne Pathogens (BBP).

- a. Each office conducting aircraft accident investigations will maintain a current Exposure Control Plan that covers the key BBP program elements.
- b. 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:
 - 1. the employee shall be permitted to complete a CA-1 form while on duty time;
 - 2. 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 OWCP will not cover the cost of the consultation and any tests performed as a result, the

FAA will pay for the cost;

3. if the employee is unable to contact an FAA physician within a reasonable time, the employee may consult a private physician on duty time. If the physician recommends evaluation and/ or testing for bloodborne 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;
 4. the employee will be released from duty to receive the medical consultation on duty time, within twenty-four (24) hours of the unprotected contact;
 5. 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;
 6. if a physician determines that an exposure has occurred, the employee shall be offered the Hepatitis B immune globulin (HBIG) treatment within twenty-four (24) hours of the exposure. Any employee who declines the HBIG treatment shall be advised if not taken within seventy-two (72) hours of the exposure; it may not provide the necessary level of protection needed.
- c. Bloodborne 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 C.F.R. § 1910.1030(g), and the facility's post-exposure procedures. Additional BBP training may be provided, commensurate with the employee's job duties and work assignments.

SECTION 9. Hazard Communication (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 Material Safety Data Sheets (MSDS), or equivalent, 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 C.F.R. § 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. The MSDS shall become part of and preserved in the affected employee's exposure record as required by 29 C.F.R. § 1910.1020.
- b. The Agency shall provide a legible copy of the Hazard Communication Standard, 29 C.F.R. § 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 C.F.R. § 1910.1200 to an FAA-owned facility, the Agency will review the contents and listed hazards on the MSDS to prevent unnecessary exposure to employees. Upon request, the Agency shall provide the Union a copy of any MSDS associated with a hazardous chemical introduced by a contractor.

SECTION 10. Personal Protective Equipment (PPE).

- a. Prior to the issuance of Personal Protective Equipment (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).
- b. The Agency shall provide appropriate PPE and protective clothing including high visibility vests, protective garments, 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.
- c. 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.
- d. PPE shall be maintained and stored by the user, in a clean, secure location, in accordance with OSHA regulations and manufacturers' instructions.
- e. 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.
- f. Upon request, the Agency will provide the Union a legible copy of any hazard assessment certification prepared by the Agency and required by FAA Order 3900.19B, Chapter 25. This includes any request made by a Union representative on an OSHECCOM.

SECTION 11. Indoor Air Quality. Indoor air quality concerns identified by the local OSHECCOM shall be investigated using the advisory standards of the American Society for Heating, Refrigerating and Air-Conditioning Engineers, EPA, OSHA, ACGIH and AIHA guidelines. All test results shall be provided to the local Union representative as soon as they are available.

SECTION 12. Respirators.

- a. The Agency shall provide a legible copy of the OSHA Respiratory Protection Standard, 29 C.F.R. § 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.
- b. 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 C.F.R. § 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.
- c. 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.
- d. 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.
- e. 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 Agency will provide training to employees who, in the normal course of work, may be exposed to an increased degree of heat stress. The information collected by the Agency under this part shall be provided to the Union upon request.

SECTION 13. Fall Protection. The Agency shall continue with its Fall Protection Program that complies with FAA Order 3900.19, 3900.65A and all other applicable Directives.

SECTION 14. Hearing Conservation.

- a. The Agency shall continue with its Hearing Conservation Program that complies with FAA Order 3900.19 and all other applicable Directives.
- b. When an employee is placed in the Hearing Conservation Program, the FAA shall be responsible for the costs of:

1. baseline testing and referrals needed to accurately determine an employee's hearing status; and
 2. hearing protection devices.
- c. The Agency shall determine all work areas or activities that warrant the use of hearing protection based on noise monitoring, type of workplace, job duties, or other means.
- d. If an employee noise exposures equal or exceed an eight (8) hour time-weighted average of eighty-five (85) decibels measured on the A scale, or meet the action level defined in FAA Order 3900.19 the employee shall be placed in the Hearing Conservation Program and receive all entitlements in accordance with OSHA 29 C.F.R. § 1910.95 and FAA Order 3900.19.
1. The Agency shall provide annual refresher training to affected employees and shall meet the training curriculum required by 29 C.F.R. § 1910.95(k) and FAA Order 3900.19.
 2. All employees attending training shall receive the information to access an electronic copy of 29 C.F.R. § 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.
- e. The Agency shall conduct noise monitoring in accordance with 29 C.F.R. § 1910.95 and FAA Order 3900.19, Chapter 21, when information indicates that an employee's exposure may equal or exceed an eight (8) hour time-weighted average of eighty-five (85) decibels. Upon request, the Agency will provide a copy of the noise monitoring data to the employee's Union Representative.
- f. The Agency shall post and maintain an unobstructed copy of the OSHA Standard 29 C.F.R. §1910.95 (*Occupational Noise Exposure*) in the workplace where employees in the Hearing Conservation Program exist.

SECTION 15. Electrical Safety and Lockout/Tagout.

- a. The Agency shall provide Lockout/Tagout (LO/TO) training to each "affected" person as defined by 29 C.F.R. §1910.147. The training shall comply in all respects with requirements contained in applicable regulations and directives.
- b. The Agency shall provide each bargaining unit employee access to the following:
 1. OSHA Standard 29 C.F.R. § 1910.147;
 2. FAA Order 3900.19;

3. any site-specific LO/TO requirements; and
4. other related Agency documents that are applicable to the Lockout/Tagout Program.

SECTION 16. Radon and Seismic Safety. Within ninety (90) days from the date of this Agreement the Agency will provide the Union with a written report, on a facility-by-facility basis, for all permanent duty stations where bargaining employees are located, of its compliance with all applicable Radon and seismic related directives. The Agency will update this initial report annually for any new leases or facility renovations for all permanent duty stations where bargaining employees are located.

SECTION 17. Confined Space. The Agency shall continue to provide a confined space entry program that complies with FAA Order 3900.77 and all appropriate directives.

ARTICLE 87

Asbestos

SECTION 1. The Agency shall administer the Asbestos Control Program in accordance with FAA Orders 1050.20 and 3900.19.

SECTION 2. At intervals not greater than nine (9) months, the Agency shall conduct an inspection of asbestos containing building materials (ACBM) and air monitoring for airborne asbestos fibers in accordance with OSHA/EPA protocol, in all manned facilities known to contain friable asbestos-containing materials (ACM) or non-friable ACM which is likely to become friable, whether exposed or contained internally in the construction of the facility. The testing of unmanned 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 test process and shall receive a written copy of the results. All testing shall be conducted by a certified contractor specializing 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's certified contractor.

SECTION 3. All employees who work in facilities with Asbestos Containing Material and/or Presumed Asbestos Containing Materials (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 (6) 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) exposure and provide written notification to each of those bargaining unit employee(s) that the 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 bargaining unit employees 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. Bargaining unit employees 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 model contingency plan on at least one (1) employee in areas occupied by bargaining unit employees.

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 abatement activities and associated air monitoring as required by FAA Orders. Any 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 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, 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 C.F.R. § 1910.1101 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 manned 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 under paragraph 2 of the Agency's Policy Memorandum AEE097-01 to address potential exposure of bystander employees not supported by valid employee air monitoring, the Union's National Safety Representative or designee will be invited to attend the meeting and shall assist in making recommendations regarding the likelihood of an employee's exposure to asbestos. The Union Representative will be provided a copy of all data used in the evaluation, unless prohibited by law. The decision regarding whether an exposure above the PEL occurred will be made by the Agency.

SECTION 15. No bargaining unit employees, other than those who may be required to use a respirator, shall be required to complete the medical questionnaire under 29 C.F.R. § 1910.34(e).

SECTION 16. Any bargaining unit employee 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. When the Agency becomes aware of the presence of naturally occurring asbestos where bargaining unit employees 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 encounter naturally occurring asbestos 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 to prevent exposure in excess of OSHA Permissible Exposure Limits.

ARTICLE 88
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 U.S.C. 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 U.S.C. Chapter 42.

ARTICLE 89

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, which includes how the required training will be delivered. 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. 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, the employee with the higher seniority per Article 128 – Seniority will be selected.

SECTION 5. The Agency shall notify employees selected for training, including eLMS courses, as far in advance as possible and will consider the employee's request for attendance at another time.

SECTION 6. The Agency shall make every reasonable effort to provide an employee a minimum of thirty (30) days advance notice for all training requiring travel and per diem. When at least thirty (30) days' notice is not given, an employee may request to be excused from the assignment. Such requests shall not be unreasonably denied.

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.

SECTION 8. The Agency will make a reasonable effort to assure that employees enrolled in job required distance learning will be relieved of other duties while directly engaged in the training.

SECTION 9. In the event an employee has begun computer-based training and there is a substantial interruption caused by equipment failure or assignment to other work, the employee will be entitled to additional time to complete the training. This may include restarting the lesson or course, as appropriate.

SECTION 10. 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 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 TDS-5.1-6 and will be administered in a fair and equitable manner.

SECTION 12. The Agency supports career development of its employees. Employees and their Front Line Managers (FLM) are encouraged to work together in developing annual learning plans (i.e. Individual Development Plan (IDP)) in conjunction with the employee's annual performance plan. An annual learning plan includes job and career-related learning needs and learning strategies for meeting those needs in line with organizational performance requirements.

Employees who are interested in developing an IDP are encouraged to use the available training tools contained in the electronic Learning Management System (eLMS) or its equivalent.

SECTION 13. If an employee is assigned work for which they believe they are not properly trained, they have the right to notify their FLM. Should the Agency later propose disciplinary or performance action on the basis of the actions or inactions of the employee, an assertion of a lack of applicable training may be considered as a mitigating factor.

ARTICLE 90
On-the-Job Training

SECTION 1. On-the-job training (OJT) Trainers 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 an employee is providing formal OJT, as defined by this Article.

SECTION 2. OJT shall be considered formal when administered by an OJT Trainer deemed qualified by the Agency, and Level II and III OJT is being given pursuant to an OJT plan developed and approved by the Agency as contained in FAA Order 3140.20.

SECTION 3. 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 4. The Agency agrees to supply a current list and updates of all OJT Trainers to the local Union representative.

SECTION 5. When other qualified employees are available, Union representatives shall not be required to perform OJT Trainer duties.

SECTION 6. Employees who are not selected to be an OJT Trainer, 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 OJT Trainer position shall be identified.

SECTION 7. Based on staffing and workload, and mission requirements, OJT Trainer assignments will be made to OJT Trainers in a fair and equitable manner.

SECTION 8. If a formal OJT training program is developed for any bargaining unit employees not currently covered under FAA Order 3140.20, the Union will be provided with notice and an opportunity to bargain under Article 70, as appropriate.

ARTICLE 91
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, employees may participate in a multi-disciplined approach to distance learning, which includes Web training, such as e-Learning and Computer-based Instruction (CBI), as well as the Correspondence Study program. The Agency may allow employees to devote duty time to the study of these courses.

ARTICLE 92
Student Loan Repayment Program

SECTION 1. The Agency's Student Loan Repayment Program (SLRP) shall be administered in accordance with HRPMP 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 bargain in accordance with Article 70 of this Agreement.

SECTION 4. Bargaining Unit Employees (BUEs) shall apply to the SLRP using Appendix IX "PASS Student Loan Repayment Application Form" electronically or via hard copy to their immediate supervisor.

SECTION 5. In addition to Appendix IX, 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 X "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 XI "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, 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 the Administrator, or their designee, determines 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 Student Loan Repayment funds have been expended, the Agency shall provide the Union with a summary of funds expended under this program by Line of Business, facility, and 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 93
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 (eLMS) or other DOT/FAA file(s) shall comply with OPM Operating Manual: The Guide to Personnel Record Keeping requirements, and shall be maintained in accordance with the applicable provisions of the Privacy Act and its implementing regulations, and applicable Agency policies becomes a part of the employee's records and shall bear the signature of the person originating the material.

- a. The employee shall be notified when FAA initiated material is placed in their eOPF.
- b. The employee shall be given copies of all FAA initiated material that 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 in 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 the employee believes 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 U.S.C. § 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, the employee 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 U.S.C. § 552a(b) and 5 C.F.R. § 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 94
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 the 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) 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 services 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 U.S.C. § 552a, as amended, the Agency shall not require any bargaining unit employee to disclose his or her 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 bargaining unit employee 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 a 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 bargaining unit employees 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 bargaining unit employees 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's "Privacy and Website Policy" provides employees with what information is collected automatically, what may be collected, and how it may be used, in addition to other FAA online information practices. FAA Order 1370.121 provides employees with information on how the Agency IT systems are monitored. The Agency monitors its IT systems in a manner that does not interfere with appropriate Union-related activities as provided by law, rule, regulation, and this Agreement.

ARTICLE 95

Security

SECTION 1. The Agency shall, to 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. An employee shall be held responsible for the security of a facility, limited to their 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 U.S.C. § 7114(b)(4).

ARTICLE 96
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.

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 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 97
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, overtime assignments and other work schedule related matters.

ARTICLE 98
Use of Official Government Telephones and Computers

SECTION 1. Government telephones for the purpose of this Article include any government provided voice 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 a 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 scheduled itinerary or when the itinerary is changed 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 99

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 at the national level 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 at the national level 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 at the national level 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 100
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 Travel (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 and Hawaii.** Staffing and workload permitting, the Agency will authorize employees traveling from Alaska 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 a reasonable travel modification from an employee with a special physical need.
- b.** Such need must either be clearly visible or discernible, or substantiated in writing by a competent medical authority.
- c.** When the Agency determines that a travel modification 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.
- 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. 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.
- g. 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 the 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 pre-approved 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 is 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 FAATP.

SECTION 17. EXTENDED STAY TRAVEL. Extended stay travel for purposes of this Agreement are temporary duty (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 Front Line Manager or approving official, the employee 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 that includes a stove or cooktop, oven, regular refrigerator with separate freezer component, microwave, sink, pots and pans, cooking utensils, silverware, and dishware), the employee will seek assistance from their Front Line 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. 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.
 - 2. 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.
 - 3. 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.
 - 4. 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.

5. 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/baggage 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 bargaining unit employees, 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 Article.

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 non-duty 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 FAATP as part of M&IE.
- c. This section does not apply to extended stay travel assignments.

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 the 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 or other PASS CBA(s) 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 who 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 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 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 50 miles measured by map distance via a 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.

ARTICLE 101

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) developed in accordance with the Travel and Transportation Reform Act of 1998, and this Agreement.

SECTION 2. The government travel charge card shall only be used for allowable expenses associated with official government travel. 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 Front Line 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 automation 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 the employee 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. The employee shall be provided a ticket for transportation if one is required. 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. 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. the employee's improper use of a personal credit card for official travel, and
- b. the employee's 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 22. 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 102
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 43, 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 FG-13 Step 2 level. 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 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 103
Safety Management System (SMS)

SECTION 1. The SMS Program shall be administered in accordance with FAA Order VS 8000.367, AVS Safety Management System (AVSSMS) Requirements.

SECTION 2. The Union will be provided the opportunity to participate in meetings of the AVSSMS Coordination Group as the representative of the bargaining unit. In the event the AVSSMS Coordination Group is invited to a meeting with the AVSSMS Management Board, the Union will attend as a member of the Group. Upon request of the Union, the Union will be provided an opportunity on the agenda to present concerns and/or recommendations to the AVSSMS Management Board. The Union will be provided minutes of the AVSSMS Management Board or Coordination Group upon request.

SECTION 3. The Union representative on the AVSSMS Coordination Group will be provided access to the same information as the other AVSSMS Coordination Group members.

SECTION 4. The Union representative on the AVSSMS Coordination Group shall be in a duty status for all AVSSMS Coordination Group meetings. If the AVSSMS Coordination Group Lead requires in-person attendance, the Agency will authorize the Union representative on the AVSSMS Coordination Group travel and per diem in accordance with the FAATP.

SECTION 5. As the Agency develops supporting subgroups in support of the SMS Program, the Union will be provided an opportunity to participate when those supporting subgroups affect bargaining unit employees. Participation will be in accordance with this Article.

ARTICLE 104
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 official duty status.

SECTION 2. Employees may always use a Privately Owned Vehicle (POV) to perform official travel, including local travel as defined by the FAATP. However, the Agency will not pay for mileage if a government owned vehicle (GOV) is authorized. 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 105
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 106
Transit Subsidies for Employees

SECTION 1. Public Law 101-509 of the Treasury, Postal Service and General Government Appropriations Act of 1991, provides for a rules change to government policy in that the Agency can subsidize an employee's cost of commuting to and from work.

SECTION 2. 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 3. 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 4. Applications for subsidy under this Article will be approved at the local level.

SECTION 5. Employees shall have the option of receiving any subsidies due under this Article at their facility.

ARTICLE 107
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, and reduced turnover, and will 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 or annual leave, in accordance with the CBA, in order to use fitness centers or engage in physical fitness activities during the duty day.

ARTICLE 108
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 U.S.C. § 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 109
Child Care, Prenatal/Infant Care, & Nursing Mothers Program

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 110
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 HRRM WLB-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 \$100,000.00. 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 criteria 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. The family income ceilings for each subsidy level shall be annually adjusted by the size of the increase in the General Schedule in the Washington DC locality.

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

SECTION 5. The employee shall be responsible for any tax liability.

SECTION 6. The employee and service provider shall provide the vendor administering the program all of the information necessary to process payments in accordance with FAA HROI entitled “Process for Applying for the Child Care Subsidy Program” date 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 111
Employee Express

SECTION 1. All employees are required to use Employee Express (EEX) to process personnel actions which are capable of being accomplished through Employee Express. Employees who have physical impairments will receive assistance, upon request, in order to process their payroll and personnel information using Employee Express.

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 Employee Express. These computers shall not be computers already assigned as personal workstations.

SECTION 3. Employee Access to EEX:

- a. The Agency shall provide information on the use of Employee Express to include obtaining/replacing a Personal Identification Number (PIN), and the availability of assistance in using Employee Express.
- b. The Agency shall provide employees with the name, phone number, and email address of a point of contact responsible for providing assistance in using Employee Express.
- c. Employees may access EEX from non-FAA computers/GFE using the "LOGIN.GOV" (or its replacement) on the EEX page.
- d. Employees shall have the ability to access Employee Express while in a duty status, if otherwise in a duty status.

SECTION 4. The Union will be provided notice when the Agency becomes aware of any changes to EEX access.

ARTICLE 112
Electronic Funds Transfer

SECTION 1. Any bargaining unit employee who determines in his or her sole discretion that payment by Electronic Funds Transfer (EFT) would impose a financial hardship or other hardship shall submit for a waiver in accordance with 31 C.F.R. 208, Section 4. 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 113
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.

SECTION 3. The Parties agree that all bargaining unit employees 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 web site address at each facility in a place frequented by bargaining unit employees.

ARTICLE 114
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 travel overpayments.

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 under the procedure set forth in FAA Order 2400.12, FAA Financial Manual, Volume 12 – Employee Indebtedness or 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, arbitrator, or a signed settlement 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, FAA 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 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 115
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 C.F.R. § 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 116
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 C.F.R. 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 the employee 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 2635.402 and § 2635.502.

ARTICLE 117
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 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 in 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 in the firm offer letter to the bargaining unit selectee.

ARTICLE 118
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 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 U.S.C. § 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 bargaining unit employees 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 bargaining unit employees' submissions for reservist differentials and to assist bargaining unit employees 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 U.S.C. § 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 HRP M 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 Enduring Freedom, Operation Iraqi Freedom, 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, he or she may take the five (5) days of excused absence at a time mutually agreeable to the employee and the Front Line Manager. If the employee and Front Line 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 119

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 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.

SECTION 2. Whenever overtime work is to be performed, it shall be made available to qualified employees in a fair and equitable manner. Management at the local level shall maintain a roster of employees who desire to work overtime at an office. The roster and distribution of overtime provided in this Article shall be available to employees assigned to an office.

In the event no employees on the roster can be reached, the Agency may require other qualified employees to work overtime. Any assignments on the roster shall be made on an equitable basis.

The remedy for employees determined to have been bypassed for overtime 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. The bypassed employee shall be offered the next overtime assignment for which they qualify.

SECTION 3. Upon request, the Agency shall provide the Union a current copy of the overtime roster(s).

SECTION 4. 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 ineligibility 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 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. 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 7. Work assignments outside of normal working hours, including but not limited to those involving accident investigations, will be made by the Agency. Unless circumstances do not permit, the Regional Operations Center (ROC) will contact a management official with any immediate notifications. The Agency will then decide whether and when the matter should be assigned to an appropriate employee. Nothing in this section impacts the rights under the law or this CBA.

SECTION 8. OVERTIME ASSIGNMENT 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 overtime assignment immediately precedes or follows an employee's regularly assigned workday, the employee will be provided the opportunity to work a minimum of one (1) hour.
- c. At the direction of an appropriate management official, an employee called during non-duty hours to provide assistance related to an employee's duties and responsibilities that do not require the employee to return to their place of employment or to travel directly to a temporary duty site shall be provided the opportunity to work a minimum of thirty (30) minutes overtime.
- d. When an employee is contacted by the Agency in response to an accident/incident during non-duty hours, the employee shall be compensated for up to a maximum of thirty (30) minutes of work for activity related to the contact. Any additional time requires a management official's approval.

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 9. The procedure for assigning accident/incident investigation duties shall be as follows:

- a. On a quarterly basis, unless some other time frame is agreed to by the Parties at the local level, the Agency will solicit qualified employees who desire to work overtime.
- b. Based on seniority, each employee above will select a week during which they will be the primary or alternate point of contact for overtime assignments. This process will continue until all weeks are filled or until no further selections are made by these employees. In the event an open week(s) remains, the Agency will fill the first open week and each successive week on the roster by inverse seniority using all qualified employees within the office. If an employee has pre-

approved leave or scheduled training they will not be used to fill an open week on the roster during the period of approved leave or training. This process must be completed thirty (30) days prior to the effective date of the roster. Once completed, the roster will be made available to all employees electronically.

- c. When overtime work is to be performed, it shall first be made available to the primary and alternate points of contact on the roster, respectively. In the event the primary and alternate points of contact are not able to be reached or are unavailable, the Agency will assign the overtime work in an equitable manner to another employee who has indicated under subsection a. above, a desire to work overtime. In the event no employees above can be reached or are unavailable, the Agency will assign the overtime work to a qualified employee in an equitable manner, using inverse seniority.
- d. The primary and alternate employee points of contact on the roster for each week may request that the Agency provide a cell phone for the purpose of being contacted by the Agency for an overtime assignment.
- e. Employees may trade roster assignments with other qualified employees, provided the replacement is acceptable to the Agency.

The general purpose of this procedure is to provide employees with advance notice of when they could be called for overtime, thus enabling them to plan accordingly. However, employees are not required to be available by telephone, have limitations imposed on their personal travel or non-work activities, nor be required to be in a state of readiness to perform work.

SECTION 10. Annual leave may be granted to any employee whether or not overtime work is being performed at the time.

SECTION 11. 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 12. The minimum number of hours of overtime being offered/assigned by an appropriate management official will be conveyed to bargaining unit employees 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 13. 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 120 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 U.S.C. § 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 U.S.C. 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. 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 121
Travel Compensatory Time

SECTION 1. Travel compensatory time (TCT) will be administered in accordance with this Agreement and HRPM-PRE 3.10. 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, i.e., 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, i.e., 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 119. 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 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 (2) hours prior to the scheduled departure time. Additional waiting time for international travel may be requested by an employee and approved by their Front Line Manager (FLM).
 - 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 5a1 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 waiting 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 is to be used within 26 pay periods following the pay period in which earned.
 - 1. Employees will be granted an additional 26 pay periods to use when they are placed in LWOP status to perform military service or experience an on-the-job injury.
 - 2. The Agency may extend the 26-pay period limit for up to 26 additional pay periods for an employee prevented from using accrued TCT due to exigencies/emergencies associated with the Agency's mission.
 - 3. An employee seeking an extension under Section 6a1 or 6a2 above must show documentation of a formal request for the use of such TCT at least three (3) pay periods prior to the 26-pay period original forfeiture date.
 - 4. An employee may not receive payment under any circumstances for unused TCT.
- b. An employee may use TCT in lieu of sick leave requested due to the incapacitation of the employee.
- c. Credit for TCT may be earned and used in increments as small as 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 approval.

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 video tape briefings, 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.

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 seven (7) years of retirement eligibility may voluntarily participate; however, those employees within six (6) years of retirement shall be given the first opportunity to participate. 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. Employees are not entitled to travel and per diem, except as follows: Employees normally shall attend briefings within their commuting area. When no briefing is scheduled within the commuting area, the Agency shall authorize, on a one-time basis, either the use of a Government Owned Vehicle (GOV) or Privately Owned Vehicle (POV) to attend the nearest briefing outside the employee's commuting area. Nothing in this section shall prohibit employees from participating in additional programs in a non-duty status, subject to space availability.

SECTION 4. When possible, after an employee's death and with the beneficiary's consent, the Agency shall promptly dispatch a personnel specialist to the home of the deceased employee's primary beneficiary. When a personal visit is not possible or not requested, the beneficiary shall be advised by other means. All benefits to which a deceased employee's beneficiary may be entitled shall be fully explained. The personnel 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 personnel specialist shall be the contact point until all applicable benefits are settled.

SECTION 5. A copy of brochures and pamphlets referred to in Section 1 shall be provided to the national and regional offices of the Union.

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 version of the following brochures and forms are available to new employees for review, and are available for review upon request 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 appropriate Human Resource Management Office ninety (90) days prior to the scheduled effective date of separation.

SECTION 11. Former bargaining unit employees who file retirement applications as stated in Section 10 and who fail to receive his/ her annuity compensation within ninety (90) days after their separation from employment, may request the appropriate processing Human Resource Management Office to submit a follow-up letter of inquiry to the OPM on the employee’s 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, video tape briefings, 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
Professional Liability Insurance

SECTION 1. The Agency agrees to reimburse an Aviation Safety Inspector (ASI), who voluntarily elects to obtain Professional Liability Insurance in the same manner as a “qualified employee” as defined in applicable DOT directives.

ARTICLE 124
Hazardous Duty/Danger Pay

SECTION 1. It is in the interest of the Parties that employees work in a safe environment. In situations where appropriate hazards exist, employees will be compensated in accordance with applicable directives.

SECTION 2. Hazardous duty pay will be paid to FG employees in accordance with 5 C.F.R. Part 550, Subpart I, applicable directives, the Parties' Compensation Plan, and this Agreement. Hazardous conditions may be mitigated in accordance with applicable regulatory standards for reducing or alleviating the hazard. When such standards are met, the Agency may not be obligated to pay hazardous duty pay.

SECTION 3. The Agency 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 125
In Charge Premium Employee In Charge

SECTION 1. Notwithstanding the provisions of Article 26, Temporary Internal Assignments, with respect to the Front Line Manager (FLM) positions, the Agency shall have the option of granting a temporary promotion under the provisions of Article 26 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.

SECTION 2. EMPLOYEE IN CHARGE.

- a. When a bargaining unit employee, who has not been temporarily promoted to a FLM position, is assigned to perform FLM duties, the employee 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 bargaining unit employee 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 bargaining unit employee 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 bargaining unit employees are available, Union representatives shall not be involuntarily required to perform EIC duties.

SECTION 3. 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 126
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 than 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 C.F.R. 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 effected 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 the employee is otherwise entitled or has 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 127

Pay

SECTION 1. This Article covers all bargaining unit employees (BUEs) represented by PASS who are covered by this Agreement. Employees shall be covered by the Agency's FG Pay Plan (Title 5 of the U.S. Code and the Code of Federal Regulations (CFR) regarding the General Schedule (GS) pay system, FAA Order 3550.14, Pay Under the General Schedule, and applicable Agency directives). Where there is a conflict between the Agency's Orders and/or Directives and applicable Title 5 regulations, the Agency shall apply the Title 5 regulations.

SECTION 2. Employees who become covered by this Agreement during its term will be converted to the FG Pay Plan. The effective date of the conversion shall be the date on which the employee becomes covered by the Agreement. This conversion will be processed in accordance with HROI, Setting Pay for Moves from FV to FG. The Parties understand that administrative requirements may affect the timeliness of the related payroll action. An employee's pay after conversion shall not be less than the employee's pay before conversion unless the conversion is a result of a change to a lower grade.

SECTION 3. DEFINITIONS.

- a. **Base Pay.** An employee's salary, excluding locality pay and additional pay of any kind, such as premium pay.
- b. **Basic Pay or Adjusted Base Pay.** The annual salary rate of the employee, including locality pay and/or special salary rate, but exclusive of any other additional pay of any kind.

SECTION 4. ANNUAL PAY 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.
- b. **Annual Increases.** Annual increases to base pay shall be equivalent to that provided to other Federal employees in the annual adjustment to pay under the statutory GS increase.

SECTION 5. 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. Where the Agency makes an error in a firm offer, the Agency shall take every reasonable action, including waiver of any debt resulting from an overpayment, to negate the harm of such errors.

SECTION 6. PAY SETTING ON MOVEMENT FROM ONE POSITION TO ANOTHER.

- a. Pay Retention.** Pay retention shall be administered in accordance with Section 1.
- b. Promotion.** Promotions are defined as the movement of an employee to a position with a pay grade higher than the employee's current pay grade. Pay settings for promotions/re-promotions shall be administered in accordance with Section 1. 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 the employee is offered the promotion. At the conclusion of a temporary promotion, an employee's Base Pay is recalculated as if the temporary promotion had not occurred. Promotions will be administered in accordance with Article 28.
- c. Reassignment.** A reassignment is a permanent internal assignment to another position within the same pay grade which represents a change in an employee's position of record. When an employee is reassigned, base pay will remain unchanged.
- d. 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.
- e. Demotions.** A demotion is a change to a position in a lower pay grade than the employee's current pay grade. Pay settings for demotions (e.g. Voluntary, Special Situations, Career Progression/Enhancement, Demotions resulting from misconduct, etc.) will be in accordance with Section 1.

SECTION 7. 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 quality step increases, retention, and relocation incentives received by BUEs, unless otherwise prohibited by law. Either Party may, at the National Level, request a meeting to discuss the aforementioned items.

SECTION 8. WORKPLACE CIRCUMSTANCES.

- a. Within-Grade Increases.** Within-Grade increases will be administered in accordance with Section 1.
- b. Quality Step Increases.** The Parties acknowledge the value of the quality step increase (QSI) as a tool available to managers for the purpose of recognizing high quality performance. A quality step increase (QSI) is a faster-than-normal

within-grade increase used to reward employees at all grade levels who display high-quality performance. To be eligible for a QSI, an employee must be below step 10 of their grade level; have a "Meets Expectations" rating under the Performance Management System; have demonstrated sustained performance of high quality; and not have received a QSI within the preceding 52 consecutive calendar weeks. The Agency will encourage managers to recognize eligible employees using this performance tool.

- c. **Retention and Relocation Incentives.** Retention and relocation incentives may be granted to employees in accordance with this Article. The implementation of incentives not in this Article will be subject to bargaining under Article 70, as appropriate.
- d. **Employee Recognition.** Awards shall be administered in accordance with applicable Agency policy, including HRPM PM-9.2 and this Agreement.
- e. **Post Differential.** Eligible BUEs will continue to receive Post Differential in accordance with 5 CFR Part 591, Agency Directives, and this Agreement.
- f. **Overtime.** Overtime will be paid in accordance with Article 119.
- g. **Compensatory Time.** The payment for unused compensatory time shall be administered in accordance with Article 120.
- h. **Travel Compensatory Time.** Employees may not receive payment under any circumstances for unused travel compensatory time in accordance with Article 121.
- i. **Locality Pay for Employees on International Assignment.** Employees on international assignments shall be provided locality-based pay comparable to employees of the U.S. State Department who are on international assignments.
- j. **Premium Pay.** BUEs will receive all premium pay percentages and differentials in connection with holidays, night differential, Sundays, COLA, Employee-in-Charge (EIC), and On-the-job Training (OJT). BUEs are entitled to all premiums/differentials in accordance with applicable laws, and regulations.
- k. An employee who is giving or receiving training during a period of duty for which the employee is 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.
- l. **Sunday Premium Pay.** Employees will earn Sunday premium pay at an

additional rate of twenty-five percent (25%) of their hourly rate of Basic Pay for all regular (non-overtime) hours actually worked on Sunday.

- m. Night Differential.** Employees will earn night differential at an additional rate of ten percent (10%) of their hourly rate of Basic Pay for all regular (non-overtime) hours and regularly scheduled overtime hours actually worked between 6:00 PM and 6:00 AM, unless otherwise provided for in this Agreement.

SECTION 9. BI-WEEKLY AGGREGATE SALARY LIMITATION. The following work assignments are considered work that is critical to the mission of the Agency under 5 U.S.C. 5547(b)(3):

- a.** Foreign TDY oversight, including certification, investigation, surveillance, and flight test activities; or
- b.** Foreign or domestic certification, investigation, surveillance, and flight test activities performed by employees assigned to the Aircraft Evaluation Division, or any employee assigned to or participating on a Flight Standardization Board (FSB), Flight Operations Evaluation Board (FOEB), or Maintenance Review Board (MRB).

In these circumstances, the Agency will not apply the bi-weekly aggregate salary limitation.

An employee performing work not listed above who foresees being impacted by the bi-weekly aggregate salary limitation may request a waiver to this limitation for performing mission critical work. The Agency reserves the right to approve or disapprove an employee's request for a waiver. The Agency will treat employees equitably when considering whether to approve or disapprove the waiver.

Such requests shall be submitted to their first level supervisor. The Agency will respond to the request in a timely manner. If approved, management will process a timely amendment to the employee's time and attendance record, once submitted by the employee.

The annual aggregate salary limitation will continue to apply to all employees.

SECTION 10. BUEs will receive a lump sum payment in the amount of five thousand dollars (\$5,000) to be paid out to employees within two pay periods following the effective date of the CBA.

SECTION 11. PREMIUM PAY – FLIGHT OPERATIONS.

- a.** The Parties agree that due to the unique circumstances presented in the flight environment, those employees conducting certain flight activities shall be

authorized premium pay which shall be paid at a 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 conducts the flight activities. This premium pay is paid in addition to any other premium pay or differential.

b. The following activities conducted in aircraft are eligible for this premium pay:

- (1) Flight evaluations conducted under Part 61
- (2) Flight evaluations conducted under Part 91
- (3) Flight evaluations conducted under Part 121
- (4) Flight evaluations conducted under Part 125
- (5) Flight evaluations conducted under Part 133
- (6) Flight evaluations conducted under Part 135
- (7) Flight evaluations conducted under Part 137
- (8) Flight evaluations conducted under Part 141
- (9) Flight evaluations conducted under Part 183*
- (10) Flight evaluations conducted in an aircraft holding an experimental airworthiness certificate.
- (11) Any flight evaluations conducted for the purposes of proving and validation testing during the demonstration phase of a certificate holder's application.
- (12) Flight operations for the purpose of pilot proficiency, currency, or recency of experience necessary for the employee's job duties.
- (13) Flight evaluations conducted while an aircraft is under development, testing, and certification.

*Does not apply to Part 183 designees performing work for a Part 121 air carrier.

c. These premiums shall be paid regardless of the role the employee is performing in the aircraft (i.e., PIC, safety pilot, evaluator, observer, and trainer).

d. The employee(s) shall be paid this premium pay for the documented flight time of the activity. For the purposes of this Article, flight time means:

- (1) Pilot time that commences when an aircraft moves under its own power for

the purpose of flight and ends when the aircraft comes to rest after landing;
or

- (2) For a glider without self-launch capability, pilot time commences when the glider is towed for the purpose of flight and ends when the glider comes to rest after landing.

SECTION 12. The Parties agree that the experience gained by an employee who possesses an airman certificate not specifically associated with the requirements of the employee's position provides value to the Agency's mission by gaining proficiency in current aviator experience and expertise.

Subject to staffing and workload requirements, the Agency may allow an employee to gain or maintain their airman certificate, including aviation ground training, flight instruction, and/or maintaining an aircraft on duty time, up to a maximum of eight (8) hours, annually. To be eligible, these activities must be consistent with Agency policy regarding conflicts of interest.

SECTION 13. RECRUITMENT INCENTIVE.

- a. The Parties concur that the payment of a recruitment incentive is a means of recruiting employees to mission-critical positions for geographic locations determined to be hard to fill. A position will be considered hard to fill if the position at a specific location has been advertised and not filled for one hundred and eight (180) days. When the Agency determines to offer a recruitment incentive to positions defined as hard to fill, it will notify the Union and the Parties will collectively discuss. The recruitment incentive bonus will be up to the amount of twenty-five thousand (\$25,000).

The definition of a hard-to-fill position may be changed to address recruitment needs. Changes to the definition will be notified to the Union and the Parties will collectively discuss. The Recruitment Incentive will be established in accordance with HRPm PRE-3.8a and this Agreement.

- b. Current and newly appointed FAA employees are eligible for the recruitment incentive. Employees who filed the proper forms for an Employee Requested Reassignment (ERR) or Hardship for relocation to one of the identified locations will be considered for these positions and, if selected, qualify for the recruitment incentive. The recruitment incentive is contingent upon an actual physical move to the location.
- c. The employee will sign a service agreement acknowledging the requirement for the employee to stay in that position for a period of 3 years 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 incentive in three (3)

equal installments over the employee's first year period of time. The first payment will be made in the first full pay period that the employee is in the position and at the location deemed to be hard to fill. Thereafter, the incentive will be paid in two installments, one at the end of thirteen (13) pay periods of completed service and the other at the end of twenty-six (26) pay periods of completed service.

- d. The recruitment incentive will not be paid if the employee is demoted or separated from FAA service for cause, placed on an "Opportunity to Demonstrate Performance Plan (ODP)", or voluntarily leaves the position for which recruited 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 recruiting incentive that was not paid out. Any termination of the recruitment incentive or questions about a recruitment incentive is 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 114.
- e. An employee will continue to receive the recruitment incentive if they transfer to or are selected for another hard-to-fill position as defined in Section 8a.

SECTION 14. REFERRAL INCENTIVE. The Agency shall provide a one thousand dollars (\$1,000) referral incentive to any employee who recruits and recommends a new AVS BUE. The referring employee will be paid one thousand dollars (\$1,000) as a lump sum payment following the first full pay period after the new hire employee completes one year of their appointment. There is no limit to the number of new hires an employee may recruit and recommend.

SECTION 15. The Agency has determined to begin the process of reviewing the classification of Principal Operations Inspector positions. Unless upgraded to a FG-14 grade within 12 months of the effective date of this Agreement, BUEs occupying an FG-13 Principal Operations Inspector position will receive a ten thousand dollars (\$10,000) lump sum payment within two (2) pay periods after the expiration of the twelve (12) month time period.

SECTION 16. 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 the employee's retirement unless a law, rule or regulation provides a greater benefit.

ARTICLE 128

Seniority

SECTION 1. Seniority Criteria. For purposes of this Agreement, seniority shall be determined using the following criteria and in the order listed.

- a. Entry on Duty (EOD).** The date of an employee's entrance on duty (EOD) with the Federal Aviation Administration (FAA). This information is found on the employee's appointment SF-50, Block 4.
- b. Service Computation Date (SCD).** If employees have the same EOD, then "SCD for Leave Purposes" shall be used to break the tie. This information is found on the employee's most recent SF-50, Block 31.
- c. Alphabetically.** In the event employees have the same EOD and SCD, that tie will be broken using the last names of those employees beginning from the letter "A." If employees have the same last name, the same process continues with the employees' first names.

SECTION 2. When any decision based on seniority is made under this Agreement, an employee or the Union may request a copy of the list used in that decision from the Agency.

SECTION 3. Seniority List.

- a.** In January of each year, the Agency will create a Seniority List and assign each employee a bargaining unit-wide Seniority Number based upon the criteria described in Section 1. The Agency will share that list with the Union.
- b.** The Agency will publish the Seniority List comprised of the employee name and their Seniority number electronically in a location mutually agreed upon by the Parties.
- c.** The Agency will update the list during the year as needed to keep it current.

SECTION 4. Seniority, as defined in this Article, will not be used to reinterpret or undo determinations made with regard to seniority prior to the effective date of this Agreement.

ARTICLE 129
Diversity-Equity-Inclusion-Accessibility (DEIA)

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 as established by Agency policies. 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 and Inclusion Strategic Plan intended to ensure integration of Diversity-Equity-Inclusion-Accessibility (DEIA) of the workforce in support of the Agency's mission. The Parties are committed to promoting and supporting DEIA.

SECTION 2. Definitions. Diversity, equity, inclusion, and accessibility are defined as:

- a. **Diversity.** 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.
- b. **Equity.** The consistent and systemic 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 civic life.
- c. **Inclusion.** The recognition, appreciation, and use of talents and skills of employees from all backgrounds via a culture that connects such employees to the organization; encourages, collaboration, flexibility; and leverages diversity through the organization so that all individuals are able to participate and contribute to their full potential.
- d. **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.

SECTION 3. 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 support and promote DEIA. This may result in the formation of another workgroup.

ARTICLE 130
FAA STEM AVSED Outreach

SECTION 1. The Parties agree that the best ambassadors for the FAA's Science, Technology, Engineering, and Math (STEM) Aviation and Space Education (AVSED) Outreach program are employees. As such, the Agency will promote the STEM AVSED Outreach program and encourage employees to participate in programs determined to recruit the workforce of the future through outreach efforts focused on serving underserved communities. STEM AVSED Outreach activities should prepare and inspire the next generation of skilled professionals for the aviation and aerospace industries and educate the public about the FAA's mission to maintain the safest, most efficient aerospace system in the world.

SECTION 2. FAA STEM AVSED OUTREACH PROGRAM ACTIVITIES. Employees may request to participate in STEM AVSED Outreach activities in accordance with FAA Order 1250.2B:

- a. Requests to become a STEM AVSED Outreach Representative must be submitted to the employee's First-Level Manager (FLM) using the STEM AVSED Outreach Representative Approval Form.
- b. Employees must complete any required training, pre- and post- activity, required by the program.
- c. Participation in STEM AVSED Outreach activities are subject to supervisory approval, based on operational requirements and shall normally be accomplished during work hours. However, overtime, compensatory time or credit hours, as appropriate, may be authorized for outreach activities that occur outside of working hours.

ARTICLE 131

Credentialing

SECTION 1. A workgroup will be established in accordance with Article 23 of this Agreement to discuss, exchange views, and make recommendations on a credentials program regarding MIDO Aviation Safety Inspectors, Series 1825. The workgroup will explore the need for credentials that will provide access to manufacturers, subcontractors, etc., necessary to perform work.

ARTICLE 132
Staffing

SECTION 1. AVS Staffing Tool and Reporting System (ASTARS) Workgroup

- a. The Union may designate one (1) employee to serve as the PASS representative on the AVS Staffing Tool and Reporting System (ASTARS) Workgroup, which supports the effort commissioned by Congress to establish, evaluate, and update the Agency's safety critical staffing needs.

In the event the ASTARS Workgroup establishes a subgroup with a relationship to an organization that includes employees represented by PASS, the Union may designate one (1) employee to serve as the PASS representative on that subgroup.

- b. The Union representative(s) shall be in a duty status, if otherwise in a duty status, for all ASTARS Workgroup activities and shall be afforded sufficient duty time to travel for meetings and related activities as required by the ASTARS Workgroup. The representative's schedule shall be adjusted so they may participate in a duty status.
- c. The parties will collaboratively develop a charter that will include the scope of the ASTARS Workgroup.
- d. The Union will be provided access to the same information as any other ASTARS Workgroup member, including but not limited to information, data, and/or formulas considered by the ASTARS Workgroup. The Union has the right to provide any information, data, and/or formulas to the ASTARS Workgroup they consider relevant to the effort.
- e. If the Union disagrees with the recommendations and/or conclusions of the ASTARS Workgroup, the Union may provide an independent report. The Agency will provide a response to the Union's report.

SECTION 2. Other Staffing Workgroups

- a. The Union may designate one (1) representative to each Workgroup that relates to determining or evaluating staffing outside of ASTARs including the workgroups created for establishing business rules for Air Carrier Safety Assurance (ACSA), General Aviation Safety Assurance (GASA), and the Aircraft Certification Service. The parties agree to establish staffing workgroups for the Office of Safety Standards (OSS) and Foundational Business (AFB) in accordance with this Section.

If the Union desires additional representatives to support the workgroup, they shall communicate that to the Agency and the Parties shall reach a mutual

agreement on the number of representatives for the workgroup.

- b.** The Parties will collaborate on the scope of the workgroups, which shall be defined in writing and communicated to each member prior to the commencement of business. The Agency and Union shall designate co-leads. Workgroups under this Section are empowered to make recommendations for consideration by the Agency, including recommendations on the numbers, types, and grades of employees needed to carry out the work of Flight Standards, AIR and suborganizations. Separate scoping documents may be developed by the workgroup co-leads to establish and empower subgroups, when appropriate.
- c.** Employees shall be in a duty status, if otherwise in a duty status, for all workgroup activities and shall be afforded sufficient duty time to travel for meetings and related activities. The representative's schedule shall be adjusted so they may participate in a duty status.
- d.** Union representatives will be provided access to the same information as any other workgroup member.
- e.** The workgroup will collaboratively determine the frequency of meetings which shall be held via video, telephone conference, or in-person. Hybrid participation shall be available to all participants.
- f.** The workgroup meetings will have an established agenda as agreed upon by the co-leads. The agenda shall be published at least seven (7) working days prior to the start of the meeting. Amendments or adjustments to the agenda are permitted by consensus.
- g.** Workgroups established by this Article will make recommendations by consensus. For the purpose of this Article, consensus is defined as the voluntary agreement of all representatives of the workgroup for a particular outcome. If the workgroups are unable to reach a consensus, the co-leads are authorized to reach agreement on a recommendation. Agreements on a recommendation reached by the workgroup(s) shall be reduced to writing.

If the co-leads are unable to reach an agreement, the Agency will submit its recommendation and the Union may provide an independent report. All discussions of the workgroup shall be non-binding on the participants.

- h.** The Parties will maintain minutes/historical records of the meetings and the data used to support the discussions. These records will be used to document recommendations of the workgroup. Such records shall be made available to all workgroup participants.

SECTION 3. Annually, in the fourth quarter of each fiscal year, each office/facility within ACSA, OSS, AFB, AIR, and GASA will produce current staffing requirements and needs. This may include requests for additional staffing and discussions regarding work activities that have been combined. The Union at the appropriate level may provide input on the current and planned staffing levels.

SECTION 4. Annually, beginning in the first quarter of the new fiscal year, the AFB, OSS, ACSA, AIR, and GASA workgroups will provide a recommendation on the prioritization of the requirements and needs identified in Section 3. In making this determination, the workgroups will consider information provided by each office/facility within AFB, OSS, ACSA, AIR, and GASA.

SECTION 5. The Parties recognize that the workgroups established and described in this Article are empowered to effectively recommend the numbers, types, and grades of PASS BUEs needed to carry out the work of Flights Standards, AIR, and its suborganizations. If a workgroup addresses the numbers, types and grades of PASS BUEs or positions assigned to an organizational subdivision, it will be understood that the parties satisfied bargaining under 5 U.S.C. § 7106(b)(1) regarding that issue. Otherwise, the Parties are free to pursue whatever course of action is available and appropriate to them under the Federal Service Labor-Management Relations Statute or other relevant statutes/law.

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 Parts 1400 and 731 of Title 5, Code of Federal Regulations (C.F.R.).
- 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 position's:
 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 Article 38.
- 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 29. 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 with 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 employees request, the employee will be provided a written reason for the denial.

SECTION 4. 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 (ODIN). 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 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 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 5 C.F.R. § 731.105e, 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.

ARTICLE 134
Orientation & Familiarization Flights

Section 1. An employee who is required to conduct flight activities unfamiliar with a local area, defined as having no flight activities within the local area during the previous one (1) year, may request and shall be authorized a local single engine land aircraft rental of up to two (2) hours for the purposes of orientation and familiarization of the local airspace, airports, and practice areas. This local flight rental may be provided to employees who are permanently assigned or temporarily assigned to the area for a period of ninety (90) days or more. This activity will be accomplished on duty time, if otherwise in a duty status.

ARTICLE 135
Artificial Intelligence

SECTION 1. Before implementation or adoption of new generative artificial intelligence, the Agency shall notify and negotiate with the Union in accordance with Article 70, as appropriate.

Glossary

ADJUSTED BASE PAY: The annual salary rate of the employee, including locality pay and/or special salary rate, but exclusive of any other additional pay of any kind. It does not include allowances such as non-foreign or foreign cost-of-living adjustments; negotiated premium pay or differentials, such as Employee-In-Charge (EIC), On-The-Job-Training instructor pay; or premium pay such as overtime or night differential. Also referred to as Basic Pay.

EMPLOYEE, or BARGAINING UNIT EMPLOYEE (BUE): For purposes of this Agreement employees in PASS bargaining units designated as 0104, and 5997.

BASE PAY: An employee's salary excluding locality pay and additional pay of any kind, such as premium pay.

BASIC PAY: The annual salary rate of the employee, including locality pay and/or special salary rate, but exclusive of any other additional pay of any kind. It does not include allowances such as non-foreign or foreign cost-of-living adjustments; negotiated premium pay or differentials, such as Employee-In-Charge (EIC), On-The-Job-Training instructor pay; or premium pay such as overtime or night differential. Also referred to as Adjusted Base Pay.

COLLABORATION: 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.

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 (2) 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."

DAYS: Unless specified to the contrary, whenever the term "days" is used in this Agreement it shall mean calendar days. In the event a notice or action is due on a Saturday, Sunday or Federal holiday, the deadline shall automatically be extended to the next regular business day.

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: For the purposes of Article 42, the AFS designated return area is defined as one of the eight (8) regional areas located across the country in which the employee was physically located prior to the overseas assignment. The regional areas are shown below:



For MIDO, the designated return area is defined as the Directorate to which the employee was assigned at the time of the overseas assignment.

Locations of Specialty Areas of Oversight



DISCIPLINARY ACTION: As used within this Agreement, disciplinary action includes all formal disciplinary actions, as defined in this Glossary.

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.

DOMESTIC PARTNER: A domestic partner is an adult in a domestic partnership.

DOMESTIC PARTNERSHIP: A domestic partnership is a committed relationship between two adults 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 would prohibit legal marriage in the U.S. jurisdiction in which the partnership was formed;
- (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.

FORMAL DISCIPLINARY ACTION: An action as a written reprimand, suspension, removal, or involuntary reduction in pay.

FRONT LINE MANAGER (FLM): This is the immediate supervisor of the employee. Also referred to as the first-level manager.

GOVERNMENT OWNED VEHICLE (GOV): An automobile (or "light truck", as defined in 41 CFR 101-38 including vans and pickup trucks) that is: a. Owned by an agency; b. Assigned or dispatched to an agency from the GSA Interagency Fleet Management System; or c. Leased by the government for a period of 60 days or longer from a commercial source. This includes a rental vehicle commercially leased or rented by an employee.

IMMEDIATE FAMILY:

- a. Any of the following named members of the employee's household shall be considered immediate family:

- (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 siblings (including step- and legally adoptive siblings) 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. (See paragraph (b) of this section for dependent status criteria.)
- b. Generally, the individuals named in paragraphs (a) (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.

LEAVE WITHOUT PAY (LWOP): An approved absence from duty in a non-pay status within an employee's basic workweek.

LOCALITY PAY AREA: An area listed in 5 C.F.R. § 531.603, as established and modified under 5 U.S.C. § 5304 by the Pay Agent designated by the President under 5 U.S.C. § 5304(d)(1). OPM publishes definitions of Locality Pay Areas annually.

LOCALITY PAY RATE: A location-based pay supplement predicated on the cost of qualified labor for that area and designed to reduce the disparity between public and

private sector pay. The President makes the final decision on the rates payable. OPM publishes pay tables with the applicable Locality Pay Rates annually, which the FAA follows.

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. This definition is distinct from an Airmen Medical Certificate.

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.

POSITION OF RECORD: This is an employee's official position (defined by grade, occupational series, organization, and any other condition, except official worksite), as documented by the manager on the employee's current position description, the FAA position document (cover sheet), and the SF-50.

PRESIDENT'S ANNUAL COMPARABILITY INCREASE: The annual adjustment to the General Schedule under 5 U.S.C. § 5332(a) in accordance with 5 U.S.C. § 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 HRPMP EMP-1.9 will apply prior to any priority consideration negotiated under this Agreement.

PRIVATELY OWNED VEHICLE (POV): Any vehicle, such as an automobile, motorcycle, aircraft, or boat operated by you, not owned or leased by a Government agency, and not commercially leased or rented by you under a Government rental agreement for use in connection with official Government business.

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.

STAKEHOLDER: Individuals, groups, or organizations that have an interest or influence in the FAA's operations, performance, or future development. Stakeholders can be internal or external to the FAA.

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.

APPENDIX I
FLRA Bargaining Unit Certifications



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
SAN FRANCISCO REGION
901 Market Street, Suite 470
San Francisco, California 94103-1791
(415) 356-5000 Fax: (415) 356-5017

October 2, 2018

Michelle Bercovici and Shan Shah
Alden Law Group, PLLC
American Federation of State, County and
Municipal Employees, Council 26, AFL-CIO
1300 Connecticut Ave., NW, Suite 501
Washington, D.C. 20036

Miguel A. Nieves-Mojica
Federal Aviation Administration
Office of Labor-Management Relations
800 Independence Avenue, SW
Orville Wright Building, Room 511
Washington, D.C. 20591

Stefan Sutich
Professional Aviation Safety Specialists, AFL-CIO
1200 G St., NW, Suite 750
Washington, D.C. 20005

Re: Federal Aviation Administration
Flight Standards Service (AFX)
Case Nos. WA-RP-18-0020 and WA-RP-18-0042

To All Addressees:

No party appealed the Decision and Order I issued in this matter. Accordingly I have issued a new Certification of Representative for PASS and a corresponding clarification of AFSCME's consolidated unit. This action closes these cases.

Your cooperation during this proceeding was appreciated.

Sincerely,

John R. Pannozzo
Regional Director

Enclosures: as stated



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION

Agency

-and-

**PROFESSIONAL AVIATION SAFETY SPECIALISTS,
AFL-CIO
Exclusive Representative**

Case Nos.

WA-RP-18-0020

WA-RP-18-0042

CERTIFICATION OF REPRESENTATIVE

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, petitions were filed seeking to clarify bargaining units within the FAA's Flight Standards Service (AFX). On July 18, 2018, I issued a Decision and Order finding that following a reorganization, PASS should be the exclusive representative of all AFX employees without an election as it is sufficiently predominant in that unit. [Ref. (WA-RP-00099, 3/8/2001; WA-RP-03-0068, 11/14/2003; WA-RP-08-0027, 4/28/2008; AT-RP-12-0031, 3/14/2013); WA-RP-13-0034, 8/2/2013), DE-RP-14-0020, 8/14/2015, BN-RP-16-0013, 5/17/2017) & (Registry - DA-RO-60010, 6/27/1996; WA-RP-08-0027, 4/28/2008)].

No party filed an application for review. Accordingly, pursuant to the authority vested in me as Regional Director,

IT IS CERTIFIED that **Professional Aviation Safety Specialists, AFL-CIO** is the representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 of the U.S.C., the named labor organization is the exclusive representative of all employees in the unit:

Included: All professional and nonprofessional employees nationwide of the Flight Standards Service (AFX), Federal Aviation Administration.

Excluded: All management officials, supervisors, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

Dated: October 2, 2018

FEDERAL LABOR RELATIONS AUTHORITY

John R. Pannozzo, Regional Director
San Francisco Region

Attachment: Certificate of Service



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION

Agency

-and-

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 26, AFL-CIO**
Exclusive Representative

Case Nos.

WA-RP-18-0020

WA-RP-18-0042

CLARIFICATION OF CONSOLIDATED UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, petitions were filed seeking to clarify bargaining units within the FAA's Flight Standards Service (AFX). On July 18, 2018, I issued a Decision and Order finding that following a reorganization, PASS should be the exclusive representative of all AFX employees without an election as it is sufficiently predominant in that unit. I also found that a corresponding modification to the excluded portion of AFSCME's bargaining unit description was warranted because AFSCME represented some headquarters employees of AFX, which is organizationally a part of Aviation Safety (AVS).

No party filed an application for review. Accordingly, pursuant to the authority vested in me as Regional Director,

I ORDER that the consolidated headquarters bargaining unit represented by the **American Federation of State, County and Municipal Employees, Council 26, AFL-CIO** [Ref. WA-RP-08-0084, 5/27/2009; SF-RP-16-0005, 8/3/2017] is clarified as follows:

Included: All professional and nonprofessional headquarters employees of the Federal Aviation Administration, U.S. Department of Transportation in the:

- Office of the Administrator (AOA);
- Office of the Assistant Administrator for Aviation Policy, Planning, and Environment (APL);
- Office of the Associate Administrator for Airports (ARP);
- Office of the Associate Administrator for Aviation Safety (AVS);
- Office of the Associate Administrator for Commercial Space Transportation (AST);
- Office of the Chief Counsel (AGC);
- Office of Civil Rights (ACR);
- Office of Communications (AOC);
- Office of Next Generation Air Transportation System/Next Gen (ANG); and
- The Air Traffic Organization (ATO).

Excluded: All management officials; supervisors; and employees described in 5 U.S.C.

§ 7112(b)(2), (3), (4), (6), and (7), and:

- In AOA, AOC, APL, ATO, and ANG: all students; and all temporary employees with an appointment of one year or less;
- All employees of the Aerospace Medicine Drug Abatement Division, Program Policy Branch (AAM 820);
- All employees of the Flight Standards Certification and Surveillance Division (AFS 900) in the Air Transportation Oversight System Certificate Management Office (ATOS CMO);
- All employees of the Engineering Procedures Office (AIR-110);
- In ATO Mission Support Services (AJV), all nonprofessional employees of Aeronautical Information Services (AJV-5);
- In ATO Program Management Organization (AJM), all professional and nonprofessional employees permanently assigned to Terminal Second-Level Engineering (AJM-24), and all nonprofessional employees permanently assigned to En Route and Oceanic Second-Level Engineering (AJM-25), at the William J. Hughes Technical Center, Atlantic City, New Jersey;
- In ATO Technical Operations Services (AJW): all nonprofessional employees in the Business Management Group (AJW-26) and all engineers in the National Engineering Support Group (AJW-29), Air Traffic Control Facilities Office (AJW-2); all nonprofessional employees permanently assigned to the William J. Hughes Technical Center, Atlantic City, New Jersey; and all professional and nonprofessional employees of the Aviation Systems Standards Office (AJW-3);
- In ATO Technical Training (AJL), all nonprofessional employees of Air Traffic Controller Training & Development (AJL-11);
- All nonprofessional air traffic assistants and flight data communications specialists, FV-2154;
- All employees nationwide of the Office of the Assistant Administrator for Finance and Management (AFN); and
- All employees of the Flight Standards Service (AFX).

Dated: October 2, 2018

FEDERAL LABOR RELATIONS AUTHORITY



John R. Pannozzo, Regional Director
San Francisco Region

Attachment: Certificate of Service

CERTIFICATE OF SERVICE

I certify that on October 2, 2018, I served the parties listed below copies of the CERTIFICATION OF REPRESENTATIVE (PASS) AND CLARIFICATION OF CONSOLIDATED UNIT (AFSCME 26) in Case Nos. WA-RP-18-0020 and WA-RP-18-0042 as follows:

Regular Mail

Miguel A. Nieves-Mojica
Federal Aviation Administration
Office of Labor-Management Relations
800 Independence Avenue, SW
Orville Wright Building, Room 511
Washington, D.C. 20591

Michelle Bercovici and Shan Shah
Alden Law Group, PLLC
American Federation of State, County and
Municipal Employees, Council 26, AFL-CIO
1300 Connecticut Ave., NW, Suite 501
Washington, D.C. 20036

Stefan Sutich
Professional Aviation Safety Specialists, AFL-CIO
1200 G St., NW, Suite 750
Washington, D.C. 20005

Federal Mediation and Conciliation Service
Notice Processing Unit
2100 K Street, NW
Washington, D.C. 20427

Electronic Mail

Kurt Rumsfeld, Assistant General Counsel
Federal Labor Relations Authority
Office of the General Counsel
1400 K Street, NW, Suite 201
Washington, D.C. 20424-0001

awr@opm.gov

All FLRA Regions



**UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
WASHINGTON REGION**

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
(Agency)**

and

Case No. WA-RP-08-0027

**PROFESSIONAL AIRWAYS SYSTEMS SPECIALISTS,
AFL-CIO
(Labor Organization)**

AMENDMENT OF CERTIFICATION OF REPRESENTATIVE

Pursuant to Section 2422.1 of the Regulations of the Federal Labor Relations Authority, a petition was filed seeking to amend the certification granted to the Professional Airways Systems Specialists, AFL-CIO, on June 19, 2003, in Case No. BN-RP-03-0014, as the exclusive representative for certain employees of the Federal Aviation Administration, by changing the exclusive representative's name from the Professional Airways Systems Specialists, AFL-CIO, to the Professional Aviation Safety Specialists, AFL-CIO.

On April 28, 2008, I issued a **Decision and Order** finding that the certification may be amended as requested. The parties waived their right to file an Application for Review. Pursuant to the authority vested in me as Regional Director,

I **ORDER** that the certification granted to the Professional Airways Systems Specialists, AFL-CIO on June 19, 2003, in Case No. BN-RP-03-0014 is amended by changing the name of the exclusive representative from Professional Airways Systems Specialists, AFL-CIO to Professional Aviation Safety Specialists AFL-CIO.

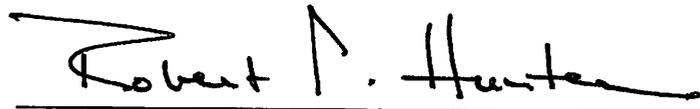
The existing unit, as amended, is as follows:

Included: All nonprofessional employees employed by the U.S. Department of Transportation, Federal Aviation Administration, in

the Division of Aircraft Certification Service (AIR), in Aircraft Manufacturing Inspection related functions located in the following field offices: Manufacturing Inspection District Offices (MIDO's), Manufacturing Inspection Satellite Offices (MISO's), and Certificate Management Units (CMU's).

Excluded: All professional employees, management officials, supervisors, temporary (NTE 1 year) employees and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7).

FEDERAL LABOR RELATIONS AUTHORITY

A handwritten signature in black ink that reads "Robert P. Hunter". The signature is written in a cursive style with a long horizontal stroke at the end.

Robert P. Hunter
Regional Director, Washington Region

Dated: April 28, 2008

APPENDIX II
Grievance Processing Officials

1. Flight Standards Service (FS)

Step	Agency Official	Union Official
4	Executive Director, Office of Labor & Employee Relations	PASS National President
3	Functional Office Director(s)	Region IV Vice President
2	Division Manager	Division Representative
1	Office/Branch/Group Manager	Principal Representative

2. Aircraft Certification Service (AIR)

Step	Agency Official	Union Official
4	Executive Director, Office of Labor & Employee Relations	PASS National President
3	Division Director	National AIR Representative
2	Branch Manager	Branch Representative
1	Section Manager	Principal Representative

This Appendix is a general informational guide to assist bargaining unit employees, Union representatives, and Agency officials in the processing of grievances under the negotiated grievance procedure in Article 5. The information contained herein may not be all-inclusive and is subject to change. The Parties agree that it shall have no other purpose or applicability.

APPENDIX III
VSRP MOU & VSRP Personnel MOU

AVIATION SAFETY
VOLUNTARY SAFETY REPORTING PROGRAM
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PROFESSIONAL AVIATION SAFETY SPECIALISTS
AND THE
FEDERAL AVIATION ADMINISTRATION

1. **GENERAL.** This Agreement is made by and between the Professional Aviation Safety Specialists, ("PASS" or "the union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as the Parties. This Memorandum of Understanding (MOU) applies to Aviation Safety (AVS) employees represented by PASS and represents the complete understanding of the Parties concerning the Aviation Safety Voluntary Safety Reporting Program (AVS VSRP). The administration of the AVS VSRP shall be in accordance with AVS Order VS 8000.375 AVS Voluntary Safety Reporting Program unless otherwise noted in this agreement.

2. **PURPOSE.** The FAA and PASS are committed to improving aviation system safety. Each party has determined that safety would be enhanced if there were a systematic approach for FAA employees represented by PASS to promptly identify, voluntarily report, and correct potential or actual aviation safety issues or concerns. The AVS VSRP provides a process for a documented review of safety issues or concerns raised by PASS Bargaining Unit Employees (BUEs). The purpose of the AVS VSRP is to identify and correct aviation safety issues or concerns.

3. **BENEFITS.** The AVS VSRP will foster a voluntary, cooperative, confidential, non-punitive environment for the open reporting of aviation safety issues or concerns. Through such reporting, all parties will have access to valuable aviation safety information that may not otherwise be available. This information will be analyzed in order to develop corrective actions to help mitigate identified aviation safety issues or concerns as well as systemic issues.

- a. **Disciplinary Action.** The FAA has determined it will not use disciplinary action, to include the revocation of FAA-issued credentials, to address a reported aviation-safety-related issue or concern accepted into the AVS VSRP.
- b. **Enforcement Action.** The FAA has determined it will take no enforcement action, including the revocation of a pilot certificate, against an employee who submits a report that is accepted (and not subsequently excluded).

4. **APPLICABILITY.** The AVS VSRP applies to employees of AVS represented by PASS.

5. **PARTICIPATION.** Participation in the AVS VSRP may be terminated at any time, and for any reason by the FAA or PASS. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action (i.e., when a program is terminated). All reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program may result in termination of this agreement.

6. **REPORTING PROCEDURES.** When a covered employee experiences or observes an aviation safety issue or concern, he or she should note the concern or issue and describe it in enough detail so that it can be evaluated by the Event Review Team (ERT).

- a. **AVS VSRP Report Form.** At an appropriate time during the duty day, the employee should complete the AVS VSRP Form online for each aviation safety issue or concern and submit it electronically. The employee should complete a separate form for each safety issue or concern as soon as practicable.
- b. **Time Limit.** Reports submitted under this VSRP will be accepted regardless of the time frame within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 10a and b of this MOU.
- c. **Non-reporting Employees Covered Under this AVS VSRP MOU.** If an AVS VSRP report identifies another covered employee in a safety issue or concern involving a possible noncompliance and that employee has not submitted a separate report, the ERT will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance. If the ERT determines that the employee did not know or could not have known about the apparent possible noncompliance, and the original report otherwise qualifies for inclusion under AVS VSRP, the ERT will offer the non-reporting employee the opportunity to submit his/her own AVS VSRP report. The ERT will consider acceptance by the same criteria as the original report and extend the same protections.

7. **EVENT REVIEW TEAM.** The ERT is made up of four (4) primary and four (4) alternate management representatives, and a primary representative and an alternate representative of each participating Labor Union.

- a. The ERT will review, analyze, and investigate de-identified reports submitted by the employees under the program, identify actual or potential safety issues or concerns from the information contained in the reports, and may propose solutions for issues or concerns. The ERT will provide feedback to the individual who submitted the report in a timely manner, unless anonymous. The ERT will meet as necessary to review, investigate, and analyze reports that will be listed on an agenda submitted by the VSRP Program Manager (PM). The ERT will determine the time and place of the meeting, which may be in person, via telephone or in any other manner the ERT mutually deems

appropriate. The frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time critical information.

- b. The ERT is solely responsible for any investigations resulting from a reported safety issue or concern accepted into the program. The ERT may request assistance from AVS at the national level to perform all or part of an investigation. In the event the ERT requests such assistance, PASS may designate its ERT representative or another union representative, as a participant.
- c. The FAA has determined it will not use an accepted written AVS VSRP report nor the content of an accepted AVS VSRP report to initiate, support, or as evidence for any disciplinary action, except as described in paragraph 10b of this MOU.
- d. It is anticipated that various types of reports will be submitted to the ERT, including aviation safety-related reports that appear to involve a possible noncompliance with applicable FAA directives, as well as reports that are of a general aviation safety concern, but do not appear to involve possible noncompliance. All aviation safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.
- e. The ERT may forward, by consensus, reports not related to aviation safety to the appropriate FAA department head for his/her information and, if possible, internal FAA resolution.
- f. For reports related to aviation safety, including reports involving possible noncompliance with applicable FAA directives, the ERT will analyze the report, conduct interviews of reporting employees if necessary, and gather additional information concerning the matter described in the report.
- g. The ERT identifies aviation safety issues or concerns and forwards to the appropriate FAA Office of Primary Responsibility (OPR) utilizing the AVS VSRP Corrective Action process. The FAA will work with PASS to develop appropriate corrective action for systemic issues. The OPR will present the corrective action plan to the ERT for approval.
- h. Corrective action(s) regarding systemic issues not completed to the satisfaction of the ERT will be elevated to the Executive Board for resolution.
- i. Any individual corrective action recommended by the ERT for a report accepted under this MOU must be completed to the satisfaction of members of the ERT, or the AVS VSRP report may be excluded from the program upon agreement by the ERT.

- j. When appropriate, the ERT may consult with subject matter experts (SMEs) to assist in their understanding of a reported issue or concern. SMEs are not voting members of the ERT.
- k. If the Primary ERT members cannot reach consensus, having exhausted all resources and ability to reach compromise, the complete report, without ERT notes, will be forwarded for review by their alternate ERT representatives. The report will be forwarded without interference or input from the Primary ERT members, and the alternate ERT members will coordinate independent of the Primary members in order to get new perspectives on the issue.

8. VSRP AND ELECTRONIC REPORTING SYSTEM. When the AVS VSRP reporting system receives a report, the date and time of any issue described in the report and the date and time the report was submitted will be recorded. The report will be placed, along with all supporting data, on the agenda for the next ERT meeting. De-identified reports shall be provided to all ERT members prior to the scheduled ERT meeting. To confirm that a report has been received, the system will send an electronic receipt to each employee who submits a report, unless it is anonymous.

- a. The FAA will designate one person who will serve as the AVS VSRP PM. The AVS VSRP PM will be responsible for program administration, and will not serve as a member of the ERT.
- b. The VSRP PM will serve as the focal point for information about and inquiries concerning the status of AVS VSRP reports and for the coordination and tracking of ERT Corrective Actions. The VSRP office will work collaboratively with PASS.
- c. The VSRP PM will maintain a database that continually tracks each report and the analysis of those reports. The AVS VSRP manager will conduct a 12-month review of the AVS VSRP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety issues or concerns of a similar nature. This review will include recommendations for corrective action for recurring issues indicative of adverse safety trends. This review is in addition to any other reviews conducted by the FAA.
- d. The VSRP PM will track the status and implementation of corrective action(s) and report on associated progress as part of the regular ERT meetings. Any recommended corrective action that is not implemented, should be recorded and monitored along with the reason it was not implemented.

9. AVS VSRP EXECUTIVE BOARD.

- a. The AVS VSRP Executive Board (EB) is made up of members of the AVS Management Team (AVSMT) and participating Labor Unions. PASS may designate a representative to serve on the AVS VSRP EB.
- b. The EB will make its decisions involving AVS VSRP issues by consensus.
- c. The EB shall not override the decisions of the ERT.
- d. AVS VSRP Corrective Actions. The EB will:
 - 1. Resolve issues where neither primary nor alternate ERT can reach a consensus decision regarding recommendation for corrective action for an AVS VSRP Report.
 - 2. Resolve issues where the OPR and ERT cannot agree on a corrective action plan.
 - 3. Review and resolve corrective action(s) regarding AVS VSRP reports not completed to the satisfaction of the ERT.
- e. The EB will review and respond to recommendations from audits of the AVS VSRP.
- f. If the EB is unable to reach consensus on issues elevated by the ERT, either Party may pursue whatever course of action is available in accordance with Article 70 of the Parties' Collective Bargaining Agreement, the Federal Service Labor-Management Relations Statute, and any other law, rule, or regulation.

10. REPORT ACCEPTANCE CRITERIA. The following criteria must be met in order for a report to be covered under this VSRP:

- a. Accepted: A report identifies an aviation-safety-related issue or concern and does not reflect any of the exclusions identified below.
- b. Not Accepted:
 - 1) Reports of issues or concerns not related to aviation safety fall outside the purview of the AVS VSRP. The ERT may forward, by consensus, reports not related to aviation safety to the appropriate FAA department head for his or her information and, if possible, for internal FAA resolution.
 - 2) The AVS VSRP will not accept reports that involve criminal activity, substance abuse, alcohol use or misuse, or intentional falsification of issues. Reports involving those issues will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports and will refer such

reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the issue did not involve any of the aforementioned activities, then the report will be referred back to the ERT for a determination of acceptability under this MOU. Such referred back reports will be accepted under this VSRP provided they otherwise meet the acceptance criteria contained herein.

- 3) Reports that involve intentional disregard for safety or gross negligence are excluded. These include acts (or failures to act) that demonstrate a gross disregard for, or deliberate indifference to, safety or a safety standard.
 - 4) Reports of events that directly involve an employee but that occurred while he or she was acting outside the scope of his or her employment, such as the operation of aircraft for personal or recreational purposes, are excluded.
- c. Reports Involving Proficiency Issues. VSRP reports covered under the program that demonstrate a lack, or raise a question of a lack of proficiency of a covered employee may result in the assignment of training, if such action is appropriate and recommended by the ERT.
 - d. Corrective Action. Employees initially covered under the AVS VSRP will be excluded from the program and not entitled to the protective provisions if they fail to complete the recommended corrective action in a manner satisfactory to the ERT. Failure of an employee to complete the ERT recommended corrective action may result in the reopening of the case and referral of the matter for appropriate action.
 - e. Systemic Issues or Repeated Instances of Noncompliance with Directives. Reports involving systemic issues or the same or similar possible noncompliance with the directives that were previously addressed with no intervention under AVS VSRP may be accepted into the program, provided they otherwise satisfy the acceptance criteria in paragraph 10 a and b. The ERT will consider on a case-by-case basis the corrective action appropriate for such reports.
 - f. Closed Cases. A previously accepted VSRP report for which no action has been taken, may be reopened and appropriate action taken if evidence is later discovered that establishes the report should have been excluded from the program in accordance with this section.

11. EMPLOYEE FEEDBACK. The VSRP PM will provide regular feedback to the employees in a manner acceptable to the ERT. A quarterly report will be published covering the number of reports received, the number of reports accepted and excluded, a list of the top issues raised, corrective action recommendations, and results. This report will be available on a designated page on the FAA employees website (<http://www.my.faa.gov>). Any employee who submitted a report may also contact the

VSRP PM to inquire about the status of his/her report. In addition, each employee who submits a report accepted under AVS VSRP will receive individual feedback on the final disposition of the report, unless anonymous.

12. **CONFIDENTIALITY.** The collection and analysis of safety data shall ensure the confidentiality of bargaining unit employees.

13. **CONSENSUS.** Consensus does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for the particular issue, and is in the best interest of safety. ERT representatives shall be empowered to make decisions within the context of the ERT discussions on a given report and related activities.

- a. For matters related to the overall operation of the AVS VSRP, consensus means the voluntary agreement of all representatives on the ERT or EB.
- b. For matters submitted by union represented employees consensus means the voluntary agreement of the appropriate union and management representative. These situations do not require the consensus of union representatives or management representatives that are not directly involved.
- c. For matters submitted by non-bargaining unit employees, to include managers and supervisors, where the employees of the organization are represented by a union, consensus means the voluntary agreement of the appropriate union and management representative on the ERT.
- d. For associated corrective actions, consensus means the voluntary agreement of the appropriate union and management representative(s) on the ERT.

14. **INFORMATION AND TRAINING.** AVS VSRP implementation and refresher training requirements and curriculum shall be jointly developed by the Parties at the national level. The details of the VSRP will be made available to all employees covered by this MOU in appropriate PASS and FAA publications.

15. **RECORDKEEPING.** All documents and records regarding this program will be kept by the VSRP PM in a manner that ensures compliance with applicable directives and law, and will be made available to the other parties of this agreement at their request.

16. **PROGRAM DURATION.** This agreement shall remain in effect for the duration of the Parties' Collective Bargaining Agreement unless otherwise agreed upon.

17. SIGNATORIES. All parties to this AVS VSRP MOU are entering into this agreement voluntarily.

Signed this day, 4 January, 2021

For PASS:



Michael Perrone
National President, PASS

For the Agency:

ALI
BAHRAMI Digitally signed by ALI
BAHRAMI
Date: 2021.01.04
16:24:46 -05'00'

Ali Bahrami
Associate Administrator for Aviation
Safety, AVS-1



Dennie Rose
General Counsel, PASS



Vanessa I. Marzan-Hernandez
Labor Relations Specialist, AHL-300

Agency Head Review:

LAURA R GLADING Digitally signed by LAURA R
GLADING
Date: 2021.01.07 11:18:57 -05'00'

Laura R. Glading
Executive Director, Management & Employee Relations

Date

ADDENDUM TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PROFESSIONAL AVIATION SAFETY SPECIALISTS
AND THE
FEDERAL AVIATION ADMINISTRATION

This Agreement is made by and between the Professional Aviation Safety Specialists, ("PASS" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as the Parties. This Memorandum of Understanding (MOU) is an addendum to the AVS VSRP MOU signed January 4, 2021, and represents a complete understanding of the Parties at the national level concerning all PASS representatives working on the Aviation Safety (AVS) Voluntary Safety Reporting Program (VSRP).

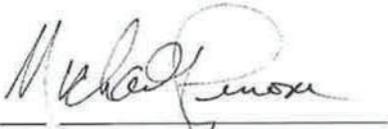
1. The VSRP Office will maintain a complement of VSRP analysts. The Union has the right to designate one (1) primary and one (1) alternate VSRP analyst. Additional Union analysts may be added as deemed necessary upon mutual agreement of the Parties at the National level.
2. Absent an emergency or other special circumstance, Union Event Review Team representatives and Union analysts (i.e. Union designees) participating in the AVS VSRP shall be released from normal work schedules to participate and afforded sufficient duty time to perform VSRP activities. Union designees authorized by the Agency to perform AVS VSRP activities away from the Union designee's facility/office shall be entitled to travel and per diem allowances, if applicable. It is recognized that these Union designees, while engaged in their VSRP roles, are representatives of PASS and afforded the protections and rights associated with being a representative.
4. Union designees shall be provided sufficient resources (room space, computers, other electronic equipment, etc.) required to fulfill the duties of the position.
5. Any modifications or changes to the provisions of this Agreement shall only be made by mutual agreement of the Parties.
6. Nothing in this Agreement shall be construed as a waiver of any right guaranteed to the Union under law, rule, regulation, or Collective Bargaining Agreement.

7. This agreement shall remain in effect for the duration of the Parties' Collective Bargaining Agreement unless otherwise agreed upon.

Signed this day, 4 January, 2021

For PASS:

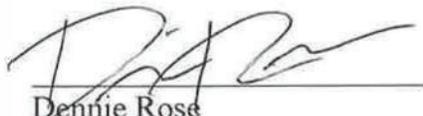
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Mike Perrone
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Executive Director, Management & Employee Relations

Date

APPENDIX IV
Article 23 – Committee/Workgroup Charter
&
Commitment Between the Parties



FAA
Aviation Safety



[Insert Committee/Workgroup Name]

[PASS AVS CBA Article 23 – Committee/Workgroup Charter]

PURPOSE: Describe why the committee or workgroup is being formed.

Example: To make recommendations to leadership on policy changes designed to mitigate hazards posed by wind turbines on aircraft operating low-level under visual flight rules.

BACKGROUND: Provide relevant background information describing what led to the formation of the committee/workgroup. Consider describing the current state and the need for change, if appropriate.

Example: In recent years, the height of wind turbines being installed across the nation have increased from 200' above ground level to well over 850' above ground level. FAA policy for marking and lighting structures may not adequately mitigate the hazard posed by modern wind turbines or anticipate the continued increase in height in the coming years.

SCOPE: The scope statement can be a bullet-point list or a paragraph; it should provide clear expectations to committee/workgroup members.

Consider the following:

- Goals, deadlines, and deliverables members will work toward
- Program or project the workgroup is supporting
- Available resources, to include those used to assist the committee/workgroup in reaching a consensus (e.g. facilitators)
- Restrictions (budget/personnel)
- Timelines for individual tasks or deliverables
- Boundaries and expectations for the committee/workgroup

- If necessary, an appropriate method for elevating any issues that jeopardize the successful outcome of the committee/workgroup, including the failure to reach consensus
- Specific tasks (if known)

Note: Development of the scope statement may require collaboration with key stakeholders.

ROLES AND RESPONSIBILITIES: Identify specific members of the committee/workgroup and outline/describe their individual responsibilities. Describe the extent to which the committee/workgroup is empowered to make decisions or recommendations, and whether subgroups may be established. Identify point(s) of contact for the purpose of assisting with the progress and success of the workgroup.

OUTCOME: Describe what constitutes successful completion of the committee/workgroup’s goals, deliverables, and any close out activities.

EFFECTIVE DATE AND DURATION: Identify the date the committee/workgroup will begin work and the maximum days/months the Charter will be in effect unless suspended, terminated, or extended by the Parties who authorized the committee/workgroup.

Signed this ____ day of **[insert month and year]:**

For PASS:

For FAA:

[insert name]

[insert name]

APPENDIX V
Article 23 – Committee/Workgroup Collaboration –
Commitment Between the Parties

Committee/Workgroup Collaboration – Commitment Between the Parties

1. **AST 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 Article 23, Committee/Workgroup Collaboration, which will provide recommendations to assist with maximizing the appropriate utilization of the Aviation Safety Technician (AST) position within the mission of safety oversight.

The scoping document should include a comprehensive review and analysis of the accuracy and clarity of the AST position description (PD), including the appropriateness of work assignments presently included in the PD, as well as clarifying the professional development and potential career advancement opportunities for the AST position.

2. **Gainsharing 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 Article 23, Committee/Workgroup Collaboration, which will explore the concept of “**gainsharing**,” defined as an incentive plan in which employees receive benefits directly as a result of cost-saving measures that they initiate or participate in. It is recognized that in the process of negotiating this Agreement, the Parties reviewed, discussed, and developed ideas for a gainsharing program.

The scoping document should consider the efforts referenced above, in addition to how other federal government programs operate prior to the committee/workgroup reaching a recommendation.

3. **TSA 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 Article 23, Committee/Workgroup Collaboration, which will provide recommendations to assist with expediting an employee’s screening with Transportation Security Administration (TSA) officials during travel on duty (i.e. conduct of enroute surveillance).

The scoping document should include a comprehensive review and analysis of existing TSA screening protocols and Agency policies and should explore training/engagement opportunities to improve interaction with TSA at various levels.

4. **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 Article 23, Committee/Workgroup Collaboration, 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.

APPENDIX VI
AVS Mobility Toolkit

APPENDIX VII
Telework Agreement Form

APPENDIX VIII
Remote Work Agreement Form

APPENDIX IX
PASS Student Loan Repayment (SLRP) Application Form

APPENDIX X
Type of Information Needed to Determine
Eligibility for Student Loan Repayment (SLRP)

APPENDIX XI
PASS Student Loan Repayment (SLRP) Service Agreement

APPENDIX XII
Letter of Agreement (LOA) to Retain MOAs/MOUs

**Letter of Agreement to Retain MOAs/MOUs
Memorandums of Agreements / Understanding (MOA/MOU)**

The Parties hereby agree that the following agreements shall remain in full force and effect for the term of the successor agreement to the Parties' Collective Bargaining Agreement.

1. AVS Voluntary Safety Reporting Program (VSRP) MOU
2. AVS VSRP Personnel Addendum MOU
3. Camera Use MOU
4. AFS-900 FG-1825-15 MOU
5. Civil Aviation Registry Production Awards Program MOA
6. 110A Plaque Memento MOA

Signed this ____th day of _____ 2024.

For the Union:

For the Agency:

Dennie Rose
Chief Negotiator

Scott Malon
Chief Negotiator

Agency Head Review:

Miguel A. Nieves-Mojica
Director, Labor & Employee Relations

Date

ADDENDUM TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PROFESSIONAL AVIATION SAFETY SPECIALISTS
AND THE
FEDERAL AVIATION ADMINISTRATION

This Agreement is made by and between the Professional Aviation Safety Specialists, ("PASS" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as the Parties. This Memorandum of Understanding (MOU) is an addendum to the AVS VSRP MOU signed January 4, 2021, and represents a complete understanding of the Parties at the national level concerning all PASS representatives working on the Aviation Safety (AVS) Voluntary Safety Reporting Program (VSRP).

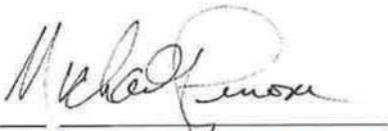
1. The VSRP Office will maintain a complement of VSRP analysts. The Union has the right to designate one (1) primary and one (1) alternate VSRP analyst. Additional Union analysts may be added as deemed necessary upon mutual agreement of the Parties at the National level.
2. Absent an emergency or other special circumstance, Union Event Review Team representatives and Union analysts (i.e. Union designees) participating in the AVS VSRP shall be released from normal work schedules to participate and afforded sufficient duty time to perform VSRP activities. Union designees authorized by the Agency to perform AVS VSRP activities away from the Union designee's facility/office shall be entitled to travel and per diem allowances, if applicable. It is recognized that these Union designees, while engaged in their VSRP roles, are representatives of PASS and afforded the protections and rights associated with being a representative.
4. Union designees shall be provided sufficient resources (room space, computers, other electronic equipment, etc.) required to fulfill the duties of the position.
5. Any modifications or changes to the provisions of this Agreement shall only be made by mutual agreement of the Parties.
6. Nothing in this Agreement shall be construed as a waiver of any right guaranteed to the Union under law, rule, regulation, or Collective Bargaining Agreement.

7. This agreement shall remain in effect for the duration of the Parties' Collective Bargaining Agreement unless otherwise agreed upon.

Signed this day, 4 January, 2021

For PASS:

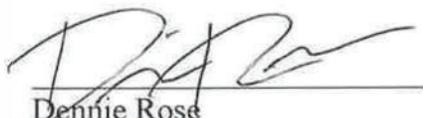
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Date: 2021.01.07 11:17:11 -05'00'

Laura R. Glading
Executive Director, Management & Employee Relations

Date

AVIATION SAFETY
VOLUNTARY SAFETY REPORTING PROGRAM
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PROFESSIONAL AVIATION SAFETY SPECIALISTS
AND THE
FEDERAL AVIATION ADMINISTRATION

1. **GENERAL.** This Agreement is made by and between the Professional Aviation Safety Specialists, ("PASS" or "the union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as the Parties. This Memorandum of Understanding (MOU) applies to Aviation Safety (AVS) employees represented by PASS and represents the complete understanding of the Parties concerning the Aviation Safety Voluntary Safety Reporting Program (AVS VSRP). The administration of the AVS VSRP shall be in accordance with AVS Order VS 8000.375 AVS Voluntary Safety Reporting Program unless otherwise noted in this agreement.

2. **PURPOSE.** The FAA and PASS are committed to improving aviation system safety. Each party has determined that safety would be enhanced if there were a systematic approach for FAA employees represented by PASS to promptly identify, voluntarily report, and correct potential or actual aviation safety issues or concerns. The AVS VSRP provides a process for a documented review of safety issues or concerns raised by PASS Bargaining Unit Employees (BUEs). The purpose of the AVS VSRP is to identify and correct aviation safety issues or concerns.

3. **BENEFITS.** The AVS VSRP will foster a voluntary, cooperative, confidential, non-punitive environment for the open reporting of aviation safety issues or concerns. Through such reporting, all parties will have access to valuable aviation safety information that may not otherwise be available. This information will be analyzed in order to develop corrective actions to help mitigate identified aviation safety issues or concerns as well as systemic issues.

- a. **Disciplinary Action.** The FAA has determined it will not use disciplinary action, to include the revocation of FAA-issued credentials, to address a reported aviation-safety-related issue or concern accepted into the AVS VSRP.
- b. **Enforcement Action.** The FAA has determined it will take no enforcement action, including the revocation of a pilot certificate, against an employee who submits a report that is accepted (and not subsequently excluded).

4. **APPLICABILITY.** The AVS VSRP applies to employees of AVS represented by PASS.

5. **PARTICIPATION.** Participation in the AVS VSRP may be terminated at any time, and for any reason by the FAA or PASS. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action (i.e., when a program is terminated). All reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program may result in termination of this agreement.

6. **REPORTING PROCEDURES.** When a covered employee experiences or observes an aviation safety issue or concern, he or she should note the concern or issue and describe it in enough detail so that it can be evaluated by the Event Review Team (ERT).

- a. **AVS VSRP Report Form.** At an appropriate time during the duty day, the employee should complete the AVS VSRP Form online for each aviation safety issue or concern and submit it electronically. The employee should complete a separate form for each safety issue or concern as soon as practicable.
- b. **Time Limit.** Reports submitted under this VSRP will be accepted regardless of the time frame within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 10a and b of this MOU.
- c. **Non-reporting Employees Covered Under this AVS VSRP MOU.** If an AVS VSRP report identifies another covered employee in a safety issue or concern involving a possible noncompliance and that employee has not submitted a separate report, the ERT will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance. If the ERT determines that the employee did not know or could not have known about the apparent possible noncompliance, and the original report otherwise qualifies for inclusion under AVS VSRP, the ERT will offer the non-reporting employee the opportunity to submit his/her own AVS VSRP report. The ERT will consider acceptance by the same criteria as the original report and extend the same protections.

7. **EVENT REVIEW TEAM.** The ERT is made up of four (4) primary and four (4) alternate management representatives, and a primary representative and an alternate representative of each participating Labor Union.

- a. The ERT will review, analyze, and investigate de-identified reports submitted by the employees under the program, identify actual or potential safety issues or concerns from the information contained in the reports, and may propose solutions for issues or concerns. The ERT will provide feedback to the individual who submitted the report in a timely manner, unless anonymous. The ERT will meet as necessary to review, investigate, and analyze reports that will be listed on an agenda submitted by the VSRP Program Manager (PM). The ERT will determine the time and place of the meeting, which may be in person, via telephone or in any other manner the ERT mutually deems

appropriate. The frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time critical information.

- b. The ERT is solely responsible for any investigations resulting from a reported safety issue or concern accepted into the program. The ERT may request assistance from AVS at the national level to perform all or part of an investigation. In the event the ERT requests such assistance, PASS may designate its ERT representative or another union representative, as a participant.
- c. The FAA has determined it will not use an accepted written AVS VSRP report nor the content of an accepted AVS VSRP report to initiate, support, or as evidence for any disciplinary action, except as described in paragraph 10b of this MOU.
- d. It is anticipated that various types of reports will be submitted to the ERT, including aviation safety-related reports that appear to involve a possible noncompliance with applicable FAA directives, as well as reports that are of a general aviation safety concern, but do not appear to involve possible noncompliance. All aviation safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.
- e. The ERT may forward, by consensus, reports not related to aviation safety to the appropriate FAA department head for his/her information and, if possible, internal FAA resolution.
- f. For reports related to aviation safety, including reports involving possible noncompliance with applicable FAA directives, the ERT will analyze the report, conduct interviews of reporting employees if necessary, and gather additional information concerning the matter described in the report.
- g. The ERT identifies aviation safety issues or concerns and forwards to the appropriate FAA Office of Primary Responsibility (OPR) utilizing the AVS VSRP Corrective Action process. The FAA will work with PASS to develop appropriate corrective action for systemic issues. The OPR will present the corrective action plan to the ERT for approval.
- h. Corrective action(s) regarding systemic issues not completed to the satisfaction of the ERT will be elevated to the Executive Board for resolution.
- i. Any individual corrective action recommended by the ERT for a report accepted under this MOU must be completed to the satisfaction of members of the ERT, or the AVS VSRP report may be excluded from the program upon agreement by the ERT.

- j. When appropriate, the ERT may consult with subject matter experts (SMEs) to assist in their understanding of a reported issue or concern. SMEs are not voting members of the ERT.
- k. If the Primary ERT members cannot reach consensus, having exhausted all resources and ability to reach compromise, the complete report, without ERT notes, will be forwarded for review by their alternate ERT representatives. The report will be forwarded without interference or input from the Primary ERT members, and the alternate ERT members will coordinate independent of the Primary members in order to get new perspectives on the issue.

8. VSRP AND ELECTRONIC REPORTING SYSTEM. When the AVS VSRP reporting system receives a report, the date and time of any issue described in the report and the date and time the report was submitted will be recorded. The report will be placed, along with all supporting data, on the agenda for the next ERT meeting. De-identified reports shall be provided to all ERT members prior to the scheduled ERT meeting. To confirm that a report has been received, the system will send an electronic receipt to each employee who submits a report, unless it is anonymous.

- a. The FAA will designate one person who will serve as the AVS VSRP PM. The AVS VSRP PM will be responsible for program administration, and will not serve as a member of the ERT.
- b. The VSRP PM will serve as the focal point for information about and inquiries concerning the status of AVS VSRP reports and for the coordination and tracking of ERT Corrective Actions. The VSRP office will work collaboratively with PASS.
- c. The VSRP PM will maintain a database that continually tracks each report and the analysis of those reports. The AVS VSRP manager will conduct a 12-month review of the AVS VSRP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety issues or concerns of a similar nature. This review will include recommendations for corrective action for recurring issues indicative of adverse safety trends. This review is in addition to any other reviews conducted by the FAA.
- d. The VSRP PM will track the status and implementation of corrective action(s) and report on associated progress as part of the regular ERT meetings. Any recommended corrective action that is not implemented, should be recorded and monitored along with the reason it was not implemented.

9. AVS VSRP EXECUTIVE BOARD.

- a. The AVS VSRP Executive Board (EB) is made up of members of the AVS Management Team (AVSMT) and participating Labor Unions. PASS may designate a representative to serve on the AVS VSRP EB.
- b. The EB will make its decisions involving AVS VSRP issues by consensus.
- c. The EB shall not override the decisions of the ERT.
- d. AVS VSRP Corrective Actions. The EB will:
 - 1. Resolve issues where neither primary nor alternate ERT can reach a consensus decision regarding recommendation for corrective action for an AVS VSRP Report.
 - 2. Resolve issues where the OPR and ERT cannot agree on a corrective action plan.
 - 3. Review and resolve corrective action(s) regarding AVS VSRP reports not completed to the satisfaction of the ERT.
- e. The EB will review and respond to recommendations from audits of the AVS VSRP.
- f. If the EB is unable to reach consensus on issues elevated by the ERT, either Party may pursue whatever course of action is available in accordance with Article 70 of the Parties' Collective Bargaining Agreement, the Federal Service Labor-Management Relations Statute, and any other law, rule, or regulation.

10. REPORT ACCEPTANCE CRITERIA. The following criteria must be met in order for a report to be covered under this VSRP:

- a. Accepted: A report identifies an aviation-safety-related issue or concern and does not reflect any of the exclusions identified below.
- b. Not Accepted:
 - 1) Reports of issues or concerns not related to aviation safety fall outside the purview of the AVS VSRP. The ERT may forward, by consensus, reports not related to aviation safety to the appropriate FAA department head for his or her information and, if possible, for internal FAA resolution.
 - 2) The AVS VSRP will not accept reports that involve criminal activity, substance abuse, alcohol use or misuse, or intentional falsification of issues. Reports involving those issues will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports and will refer such

reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the issue did not involve any of the aforementioned activities, then the report will be referred back to the ERT for a determination of acceptability under this MOU. Such referred back reports will be accepted under this VSRP provided they otherwise meet the acceptance criteria contained herein.

- 3) Reports that involve intentional disregard for safety or gross negligence are excluded. These include acts (or failures to act) that demonstrate a gross disregard for, or deliberate indifference to, safety or a safety standard.
 - 4) Reports of events that directly involve an employee but that occurred while he or she was acting outside the scope of his or her employment, such as the operation of aircraft for personal or recreational purposes, are excluded.
- c. Reports Involving Proficiency Issues. VSRP reports covered under the program that demonstrate a lack, or raise a question of a lack of proficiency of a covered employee may result in the assignment of training, if such action is appropriate and recommended by the ERT.
 - d. Corrective Action. Employees initially covered under the AVS VSRP will be excluded from the program and not entitled to the protective provisions if they fail to complete the recommended corrective action in a manner satisfactory to the ERT. Failure of an employee to complete the ERT recommended corrective action may result in the reopening of the case and referral of the matter for appropriate action.
 - e. Systemic Issues or Repeated Instances of Noncompliance with Directives. Reports involving systemic issues or the same or similar possible noncompliance with the directives that were previously addressed with no intervention under AVS VSRP may be accepted into the program, provided they otherwise satisfy the acceptance criteria in paragraph 10 a and b. The ERT will consider on a case-by-case basis the corrective action appropriate for such reports.
 - f. Closed Cases. A previously accepted VSRP report for which no action has been taken, may be reopened and appropriate action taken if evidence is later discovered that establishes the report should have been excluded from the program in accordance with this section.

11. EMPLOYEE FEEDBACK. The VSRP PM will provide regular feedback to the employees in a manner acceptable to the ERT. A quarterly report will be published covering the number of reports received, the number of reports accepted and excluded, a list of the top issues raised, corrective action recommendations, and results. This report will be available on a designated page on the FAA employees website (<http://www.my.faa.gov>). Any employee who submitted a report may also contact the

VSRP PM to inquire about the status of his/her report. In addition, each employee who submits a report accepted under AVS VSRP will receive individual feedback on the final disposition of the report, unless anonymous.

12. **CONFIDENTIALITY.** The collection and analysis of safety data shall ensure the confidentiality of bargaining unit employees.

13. **CONSENSUS.** Consensus does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for the particular issue, and is in the best interest of safety. ERT representatives shall be empowered to make decisions within the context of the ERT discussions on a given report and related activities.

- a. For matters related to the overall operation of the AVS VSRP, consensus means the voluntary agreement of all representatives on the ERT or EB.
- b. For matters submitted by union represented employees consensus means the voluntary agreement of the appropriate union and management representative. These situations do not require the consensus of union representatives or management representatives that are not directly involved.
- c. For matters submitted by non-bargaining unit employees, to include managers and supervisors, where the employees of the organization are represented by a union, consensus means the voluntary agreement of the appropriate union and management representative on the ERT.
- d. For associated corrective actions, consensus means the voluntary agreement of the appropriate union and management representative(s) on the ERT.

14. **INFORMATION AND TRAINING.** AVS VSRP implementation and refresher training requirements and curriculum shall be jointly developed by the Parties at the national level. The details of the VSRP will be made available to all employees covered by this MOU in appropriate PASS and FAA publications.

15. **RECORDKEEPING.** All documents and records regarding this program will be kept by the VSRP PM in a manner that ensures compliance with applicable directives and law, and will be made available to the other parties of this agreement at their request.

16. **PROGRAM DURATION.** This agreement shall remain in effect for the duration of the Parties' Collective Bargaining Agreement unless otherwise agreed upon.

17. SIGNATORIES. All parties to this AVS VSRP MOU are entering into this agreement voluntarily.

Signed this day, 4 January, 2021

For PASS:



Michael Perrone
National President, PASS

For the Agency:

ALI
BAHRAMI

Ali Bahrami
Associate Administrator for Aviation
Safety, AVS-1

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Dennie Rose
General Counsel, PASS



Vanessa I. Marzan-Hernandez
Labor Relations Specialist, AHL-300

Agency Head Review:

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Laura R. Glading
Executive Director, Management & Employee Relations

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL AVIATION ADMINISTRATION
AND THE PROFESSIONAL AVIATION SAFETY SPECIALISTS**

This Memorandum of Understanding (“Agreement”) is made by the Professional Aviation Safety Specialists (“PASS” or the “Union”) and the Federal Aviation Administration (“FAA” or the “Agency”), collectively known as the Parties. This Agreement concerns bargaining unit employees in the AVS bargaining unit appearing on live video during meetings using software applications and/or technology (e.g. Zoom/Teams).

Section 1. Employees will be provided reasonable advance notice of the requirement to appear on video during the course of a meeting using software applications and/or technology. Employee use will be subject to the following provisions:

- a. The Parties acknowledge that in some instances, technological problems may prevent an employee from appearing on video during meetings using software applications and/or technology. Employees will not be held responsible for non-compliance in these instances.
- b. Employees shall be permitted to use background blurring and/or appropriate background images when appearing on video during meetings using software applications and/or technology. The display of union insignias/logos shall be permitted. The Agency may require specific, organizationally related background images during certain meetings with external stakeholders. The Agency will provide this background and reasonable advance notice of this requirement.
- c. Employees may turn off their video in certain reasonable circumstances, including but not limited to:
 - sharing their screen with other meeting attendees,
 - taking short breaks,
 - when the Agency determines live video is unnecessary, or
 - when an emergency exists.

Section 2. Employees may elevate video conferencing issues and concerns that arise as a result of an employee’s compliance to their managers. The Parties may use Article XX, Problem Solving, to resolve these issues or concerns.

Section 3. The provisions of Section 1 above only apply to employees in the performance of their official duties when required to appear on video. The provisions of Section 1 do not apply to employees acting in the capacity of a designated Union representative and do not supersede or otherwise affect any provision related to the use of telephone or in-person meetings contained in the CBA.

Section 4. If a video conference is recorded, employees will be notified in advance of the meeting. Such recordings shall be maintained in accordance with Law, Regulation, and this Agreement.

Section 5. Employees required to participate in virtual meetings shall be provided with a computer with the necessary virtual meeting application software and a camera, either built-in or separately issued, that has the necessary capability for the use of virtual backgrounds.

Section 6. This MOU shall remain in full force and effect for the duration of Parties' CBA, unless modified by mutual agreement of the Parties.

For the Union:

For the Agency:

Dennie Rose
Chief Negotiator

Date

Scott Malon
Chief Negotiator

Date

Deborah Sepulveda
Line of Business Lead

Date

Agency Head Review:

Miguel A. Nieves-Mojica
Executive Director (A)
Office of Labor and Employee Relations

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL AVIATION ADMINISTRATION
AND THE PROFESSIONAL AVIATION SAFETY SPECIALISTS**

This Agreement is made by the Professional Aviation Safety Specialists (“PASS” or the “Union”) and the Federal Aviation Administration (“FAA” or the “Agency”), collectively known as the Parties. This Agreement concerns the FG-1825-15 positions in AFS-900.

Section 1. The Agency’s use of the phrase “incumbent only” within the revised position description (PD) for the FG-1825-15 position was intended to provide the expectation that a bargaining unit employee (“employee”) currently and permanently occupying the position will remain in the position until and unless the employee vacates that position of record.

Section 2. If, subsequent to the signing of this MOA, the Agency determines that a reduction in grade or pay is appropriate, the employee will receive pay retention status in accordance with HRRM EMP 1.9.

Section 3. This MOU shall remain in full force and effect for the duration of Parties’ CBA, unless modified by mutual agreement of the Parties.

For the Union:

For the Agency:

Dennie Rose Chief Negotiator	Date	Scott Malon Chief Negotiator	Date
		Deborah Sepulveda Line of Business Lead	Date

Agency Head Review:

Miguel A. Nieves-Mojica Executive Director (A) Office of Labor and Employee Relations	Date
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**Memorandum of Agreement between the
Federal Aviation Administration and the
Professional Aviation Safety Specialists (AFL-CIO)**

The Federal Aviation Administration (“FAA” or “Agency”) and the Professional Aviation Safety Specialists (AFL-CIO) (“PASS” or “Union”), hereinafter referred to as the Parties, voluntarily and without coercion enter into the following memorandum of agreement (“Agreement” or “MOA”) pertaining to the Civil Aviation Production Awards Program established for the Civil Aviation Registry.

Section 1: This agreement applies to Legal Instruments Examiners (Conveyances) in AFB-710, Legal Instruments Examiners (Applications) in AFB-720, and Cashiers Legal Assistants in AFB-716 in the Civil Aviation Registry.

Section 2: This production award program establishes monetary and non-monetary recognition that may be granted by the Civil Aviation Registry in addition to the honorary recognition already established under FS 3450.1.

- a. Recognition. The Production Award utilizes various combinations of monetary and non-monetary recognition for different levels of achievement. An employee may receive a maximum of hours of time-off and monetary recognition per fiscal year in accordance with policy guidance as indicated by their level of performance.
- b. Criteria. Honors a Civil Aviation Registry employee that exceeds the established actions/documents per hour standard score. An employee must be identified by management based on verifiable statistics using approved policies and procedures.
- c. Eligibility. Employees on an Opportunity to Demonstrate Performance (ODP) for all or part of a Quarter are not eligible to receive an award within that Quarter.

Section 3. Employees will receive an award based on the following formula:

	Percent	Award	
Tier 1	20% over Branch Standard Score	\$300 per Quarter; or	12 hours off per Quarter;
Tier 1 End-of-Year Bonus	20% over Branch Standard Score 3 out of 4 quarters per year	\$300 or	12 hours off
Tier 2	40% over Branch Standard Score	\$600 per Quarter; or	24 hours off per Quarter;
Tier 2 End-of-Year Bonus	40% over Branch Standard Score 3 out of 4 quarters per year	\$600 or	24 hours off

Combined Tier 1 and Tier 2 End-of-Year Bonus	Any combination of 20% and 40% over Branch Standard Score 3 out of 4 quarters per year	\$450 or	18 hours off
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Section 4. The Production Metric Standard Score (“Branch Standard Score”) for examiners and legal assistants expresses overall success as a score, derived by averaging the production of each group i.e., conveyance examiners, application examiners, and legal assistants over a 5year period. Branch Standard Scores will be updated annually every fiscal year to reflect the five-year average.

Section 5: Individual Production Scores (“Individual Scores”) are calculated monthly by multiplying the individual employee's output per hour by that employee's accuracy rate, which is determined by a review of at least 5% of the employee's total monthly output. Output for AFB-710, Aircraft Registration is based on action count. Output for AFB-720, Airmen Certification, is based on document count. Output for AFB-716, Cashier's Section, is based on cashier weighted action count and QA action count added together. The actual evaluation period is a standard quarter (OCT-DEC, JAN-MAR, APR-JUN or JUL-SEP) and thus, the employee’s adjusted Individual Score is for the three-month average for the quarter.

Section 6. Upon the implementation of this MOA, the Agency will calculate the applicable Standard Score for each Branch by using Fiscal Years 2019, 2020, 2021, 2022, and 2023, which will be provided to the Union no later than two (2) pay periods subsequent to the effective date of this MOA.

The Agency will provide thirty (30) days written notice to the Union at the corresponding level for the subsequent update of the Branch Standard Scores.

Section 7. The Union at the appropriate level, will be provided access to the information used by the Agency to calculate the Branch Standard Scores, sanitizing the individual employee names. If the Union disagrees with the Agency’s calculation, the Union may provide an independent report, for consideration by the Agency.

Section 8. The Parties will collaborate on the implementation of the Civil Aviation Production Awards Program and will periodically discuss the effectiveness of the Program.

Section 9. Individual BUEs are responsible for monitoring their performance during the monthly performance cycle. However, when brought to management's attention, the Front-Line Manager shall make allowances for factors beyond a BUEs control. The Registry shall have an official procedure for requesting additional time for complex packet(s) for BUEs and any approved absences shall not be a negative factor in calculating the employee’s Individual Score.

Section 10. If the Agency determines a change in Tier definitions or the associated percentages is necessary to achieve higher Branch performance, the Agency will provide notice and an opportunity to bargain in accordance with Article 70 of the Collective Bargaining Agreement (CBA).

Section 11. This Agreement shall remain in full force and effect for the duration of the CBA, or until decommissioning of the Registry Modernization System (RMS), whichever comes first. Within thirty (30) days subsequent to the decommissioning of RMS, the Parties will engage in negotiations in accordance with Article 70 of the CBA regarding a successor MOA.

For the Union:

For the Agency:

Dennie Rose
Chief Negotiator

Date

Scott Malon
Chief Negotiator

Date

Deborah Sepulveda
Line of Business Lead

Date

Agency Head Review:

Miguel A. Nieves-Mojica
Executive Director (A)
Office of Labor and Employee Relations

Date

**Memorandum of Agreement
Between
Federal Aviation Administration
And
Professional Aviation Safety Specialists, AFL-CIO**

This memorandum of agreement (MOA) is entered into by the Federal Aviation Administration (FAA or Agency) and Professional Aviation Safety Specialists (PASS or Union), collectively referred to as the "Parties." The purpose of this MOA is to address the Agency's implementation of an amended process for Aviation Safety Inspectors (ASIs) to retain their 110A credentials following retirement from the FAA and obtaining and paying for recognition memento plaques.

SECTION 1. Definitions. For the purposes of this MOA, separation means retirement, or the death of an onboard employee. Credentials means FAA Form 110A, numbered badge, and leather credential holder with FAA logo issued by the 110A Program Office in accordance with FAA Order 8000.38.

SECTION 2. The Union may designate one (1) point of contact (POC) to coordinate any concerns about the administration of the recognition program. The 110A Program office will be the point of contact for the administration of the 110A memento program.

SECTION 3. Recognition Options. Prior to, or upon retirement, from federal service, employees, or a representative of the employee, may choose one of several options in recognition of their service as an ASI for the FAA. The following options are available:

1. No recognition. There is no cost to the employee for this option.
2. Certificate of recognition. Employees will receive a framed certificate for presentation. There is no cost to the employee for this option.
3. Memento Plaque. Employees will surrender their 110A credential, numbered badge and leather credential holder with FAA logo issued by the 110A program office. The credential will be suitably marked rendering it invalid for use. The badge and credential will be permanently mounted on a presentation plaque and enclosed in a clear resin and/or Lucite. Per Agency policy, it is prohibited to remove the badge and or credential after mounting on a plaque. The Agency is not responsible for the cost of the memento plaque.

SECTION 4. Retention of Credentials. Upon separation from the FAA, all ASI credentials, including FAA Form 110 and numbered badge with credential holder with FAA logo issued by the 110A program office, must be returned to the ASI's 110A coordinator.

The employee or a representative of the retiring employee may request, at the time of surrender, for FS to retain the invalidated credentials for return to the employee or the employee's family as a memento. The family of a deceased employee or a representative of the deceased employee may

request, at the time of surrender, for FS to retain the invalidated credentials for return to the employee's family or their representative as a memento.

Retention of the FAA Form 110A Credential and badge is not authorized unless the 110A Program Office has invalidated the credentials and sealed them in a plaque prior to returning them to the employee, or a representative of the employee.

SECTION 5. Eligibility Criteria for Retention of Credentials. Employees who previously served as an ASI within FS but have previously surrendered their credentials (due to transfer of positions or ineligibility to retain a 110A credential based on work assignments per FAA Order 8000.38) may be eligible to retain their invalidated credentials upon separation if the eligibility criteria below are met.

Any employee who retired since the pause of the 110 Recognition plaque program in March 2021 shall be eligible for any of the recognition options above.

Employees, or former employees, are eligible for retention of credentials if the following conditions are met:

- a. the employee was in good standing without adverse employee action at the time of retirement.
- b. the employee has served as an ASI for a period of at least five (5) years (these years need not be consecutive).
- c. the employee receives their supervisor's endorsement to indicate their acknowledgement of these prerequisites; and
- d. the badge/credential/credential holder is returned to the 110A Program Office for processing.

SECTION 6. Process to Request a Memento. When surrendering a credential, the employee, or their representative, shall instruct the Agency, in writing, of their desire to have their credential returned for a memento. The Parties shall use the 110A retirement memento memo available through 110A coordinators.

When eligibility requirements are met, a request may be made by any employee or a representative of a deceased employee to the 110A Program Office through the 110A Coordinator assigned to the employee's office for the return of the credentials as a memento. The request must include:

- a. Inspector's name;
- b. Badge number;
- c. Inspector's office of assignment;
- d. Date of retirement or date of death, as appropriate, of the employee;
- e. Forwarding address for shipping the plaque;
- f. Phone number of the person receiving the plaque; and
- g. Post retirement email address

A memento plaque must be requested at the time of retirement or within one year after retirement through the retiree's assigned offices 110A coordinator.

SECTION 7. Payment & Processing Mementos. Once the request for a memento is made, payment must be made for the 110A Program Office to authorize the vendor to process and ship the memento. The Agency will utilize a designated payment system to receive payments for mementos. Employees and the Union will be provided instructions on how to pay for mementos.

The following options are available for payment of mementos:

1. The employee requests a Plaque Memento and pays for processing and shipping, or
2. Another individual or group of individuals (i.e., the Union, Manager, or a team of colleagues) requests and pays for the Plaque Memento using their personal funds (within applicable ethics rules) and presents it to the inspector as a retirement gift.

Employees may communicate the opportunity to voluntarily contribute to a memento on behalf of an employee or employees utilizing government furnished equipment and the FAA email system.

Once payment is confirmed, the employee will be notified via email on placement of order and estimated conversion timeframe. Once the memento plaque is received back from the vendor for quality review by the 110A Program Office the employee will be notified on shipment to their requested address.

If an employee reconsiders purchase of the plaque memento prior to the contract vendor receiving the credential for processing, the Agency will refund money to the individual. Communication of the reconsideration will be in writing and the Agency will provide contact information for this purpose.

SECTION 8. Communications to Employees. To handle to backlog of surrendered credentials, the Agency agrees to the following:

1. Send notification emails to inspectors who have retired since March 2022 and whose credentials have been secured by the 110A program office.
2. Ensure future retiring inspectors are notified of the new purchase requirements for their Retirement Plaque Memento and provided an option to retain their credentials as part of the retirement out processing before leaving FAA employment. Information regarding this change will be provided.
3. Update applicable Flight Standards guidance with any processes agreed to in this MOA.
4. Employees will be provided instructions on how to request a memento and how to provide payment for said memento.

Notifications regarding any communications must be provided to PASS at least seven (7) days prior to publication for the Union to review and provide comments. Individual notification to the Union is not required so long as the Union can comment on any template language that will be used by the Agency.

In the event the Agency holds a briefing with BUEs regarding these changes, the Agency will provide the Union notice of that briefing as required by Article 4, Section 2 of the CBA and Statute. The Parties agree that joint briefings with the affected BUEs are beneficial but there is no requirement to conduct any. Management will not conduct the briefings in a format that interferes with the PASS Representative's rights in accordance with 5 U.S.C. 7114(a)(2)(A).

SECTION 9. This Agreement shall remain in full force and effect for the duration of the collective bargaining agreement or its successor, unless incorporated into a successor agreement.

Signed this ___ day of April 2024.

For the Agency:

For the Union:

SUZANNE R
CHANDLER

Digitally signed by
SUZANNE R CHANDLER
Date: 2024.04.25 07:32:32
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Jill Brown
Director, Office of Foundational Business

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Ben Struck
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Ben Struck
Region IV Vice President

AARON E
SAWYER

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Aaron Sawyer
Labor Relations Specialist, AHL-300

Stefan P.
Sutich

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Stefan Sutich
Deputy General Counsel

Agency Head Review:

MIGUEL A
NIEVES-MOJICA

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Miguel Nieves-Mojica
Acting Executive Director,
Labor and Employee Relations, AHL-1
Office of Labor and Employee Relations