

AGREEMENT

Between the

PROFESSIONAL AVIATION SAFETY SPECIALISTS

(AFL-CIO)

And the

FEDERAL AVIATION ADMINISTRATION

U.S. Department of Transportation

Effective December 16, 2012

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Preamble

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

ARTICLE 1

Parties To The Agreement

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

Section 2. The Agency recognizes the Union as the exclusive bargaining representative for all Air Traffic Organization (ATO) employees for whom it has been certified as the exclusive representative by the Federal Labor Relations Authority in Case No. WA-RP-09-0098 (Appendix I), and Case No. WA-RP-11-0038 (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 Representatives

Section 1. The Union may designate representatives at any organizational level where bargaining unit members exist to deal with the Agency at the corresponding level. Where a Union representative is designated to represent more than one organizational level, he/she shall initially deal at the lowest level appropriate to the issues involved. At the designated representative’s option, he/she may designate a different individual to deal with specific issues or to cover periods of absence. The designation of all Union representatives shall be in writing and kept current. Representative or designees specified in this Article shall be the only persons authorized to represent the Union in any dealings with the Agency at the level designated.

Section 2. The Union shall provide the appropriate manager with names of all Union representatives within their organization. All designations will be in writing and kept current. The Union may post the names, home phone numbers, e-mail addresses, mobile

device numbers, and Union Internet addresses of representatives on Union bulletin boards.

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

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

Section 5. It is the intent of the Parties that Union representatives shall be released on official time for valid representational duties to the extent practicable. Union representatives will not leave their assigned work areas and/or assigned tasks to conduct representational activities without obtaining prior approval from their immediate supervisor.

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

Section 7. Union representatives shall record, 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.

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

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

Dispute Resolution: Official time granted for employee representation functions in connection with such things as grievances, arbitrations, adverse actions, alternative dispute resolution (ADR), and other labor relations complaint and appellate processes.

This category may also include Union counseling of employees on problems, phone calls, e-mails, and meetings with management concerning employee complaints/problems that are pre-grievance or pre-complaint, but not part of any formal ADR process.

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

To the extent HRPM LMR-6.1, Guidance on Reporting Official Time, is consistent with the CBA, it will be used by the Parties as guidance on recording official time. If either Party has a concern over the approval or usage of official time, the Parties agree to meet at the national level to develop and implement a plan to resolve the concern in a timely manner.

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

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

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

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

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

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

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

Section 14. Once annually, Union representatives may be granted excused absence for short periods of time, ordinarily not to exceed sixteen (16) hours of time, to receive information, briefings, or orientation by the Union and/or Agency relating to the Federal Labor Relations Program. 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 15. The Agency recognizes the right of a duly recognized Union representative to express the views of the Union, provided those views are identified as Union views.

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

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

ARTICLE 3

National and Regional Union Officials

Section 1. Union members who are elected or appointed to serve in an official capacity as a national or regional representative of the Union shall, upon request, be entitled to Leave Without Pay (LWOP) up to the duration of their terms of office or appointment. Requests for additional Union representatives to be placed on LWOP may be made by the

Union. Such requests shall not be unreasonably denied. If such a request is denied, a written justification will be provided to the Union President upon request.

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

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

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

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

The National FIS Representative and National MSS Representative shall each be granted twenty-four (24) hours of official time per pay period for his/her representational responsibilities. If additional official time is needed to perform representational activities, it shall be granted, staffing and workload permitting.

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

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

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

Section 5. Each of the three (3) Regional Vice Presidents or their Regional Assistants, the National Assistant, the National FIS Representative, and the National MSS Representative, as appropriate, shall be entitled to travel and per diem to attend meetings specifically arranged by the Agency to which the Union has been expressly invited.

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

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

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

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

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

ARTICLE 4

Representation Rights

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

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

Section 3. Investigatory Examinations.

- a. When it is known that the subject of a meeting is to discuss or investigate a disciplinary, or potential disciplinary situation concerning that employee, the affected employee shall be notified of the subject matter in advance. The employee shall also be notified of his/her right to be accompanied by a Union representative if he/she 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 his/her response(s), the Agency shall stop the meeting and inform the employee of his/her right to representation if he/she 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. After one and a half hours of a meeting under this Section, an employee may request a short break for the purpose of using the restroom and/or obtaining a beverage and such request shall not be unreasonably denied.
- d. This section applies to meetings conducted by all management representatives, including DOT/FAA security agents, EEO investigators and agents of the Inspector General. 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 him/her. The employee will be required to answer questions only after he/she has been informed that he/she must answer questions specifically related to his/her 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 in lieu of an on site meeting, the employee may request his or her Union representative be present during the telephone discussion. The Agency will provide the necessary telephone conference capability for all Parties. It shall be the employee's responsibility to make arrangements for the Union to participate in the telephonic meeting. Unrecorded FAA telephone lines shall be used if available.
- g. If during the course of an official investigation an employee who is the subject of the investigation is recorded by the Agency and disciplinary action is taken against the employee based upon the results of the investigation, the employee, upon request, will receive a copy of the audio/video recording if it is in the possession of the Agency and not prohibited by law.
- h. If the Agency holds an investigatory meeting at a location other than the employee's official duty station outside of his/her commuting area and the Union representative elects to attend the meeting in-person, the representative shall be granted official time for his/her 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 his/her hours of duty meet staffing and workload requirements,
- 3. the Union representative is otherwise in a duty status, and
- 4. the duty station of the employee and the Union representative are in the same commuting area.

- i. Such meetings will not be unreasonably delayed due to the unavailability of a Union Representative.
- j. HRPB ER-4.1 Standards of Conduct is not intended to limit an employee's right to discuss his/her 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 his/her representational duties, will not be required to disclose information obtained from a bargaining unit employee who is the subject of an investigation, unless the confidentiality of the conversation with that employee is waived by the representative, or an overriding need for the information is established and disclosed to the Union representative.

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

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

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

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

ARTICLE 5

Grievance Procedure

Section 1. A grievance shall be defined as any complaint:

- a. by an employee concerning any matter relating to the employment of the employee;
- b. by the Union concerning any matter relating to the employment of any unit employee; or

- c. by a unit employee or either Party concerning:
 - 1. the effect or interpretation, or claim of breach of this collective bargaining Agreement;
 - 2. and/or any agreement reached under Article 70 herein; or
 - 3. 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
 - 4. any claimed violation of a past practice.

Section 2. This Article provides the procedures for the timely consideration of grievances. Except as limited or modified by this Agreement, it shall be the exclusive procedure available to the Parties and the employees in the unit for resolving grievances. Any employee, group of employees or the Parties 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.

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

- a. any claimed violation of subchapter III of Chapter 73, Title 5, U.S.C. (relating to prohibited political activities);
- b. retirement, life insurance, health insurance;
- c. a suspension or removal under Section 7532, Title 5, U.S.C. (relating to national security matters);
- d. any examination, certification, or appointment, Title 5, U.S.C. 7121(c)(4);
- e. the classification of any position which does not result in the reduction of pay of an employee;
- f. the removal of probationers;
- g. a reduction in force (RIF). If the RIF is not covered by a statutory procedure, it is agreed that a dispute resolution procedure relating to any grievance concerning a reduction-in-force will be negotiated by the Parties in conjunction with the negotiation of reduction-in-force procedures under Article 107, Section 2;
- h. a determination as to whether an employee's position is exempt or non-exempt under the Fair Labor Standards Act (FLSA), as amended.

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

Section 5. In matters involving a removal or reduction in pay for unacceptable performance, or a removal, suspension for more than fourteen (14) days, a reduction in pay or a furlough of thirty (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 6. 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 7. Grievance Process. Grievance(s) shall be submitted on FAA Form 3770-2 or an electronic equivalent and shall include the date of alleged violation and date submitted, the name of the grievant(s), the name of his/her Union Representative, the issue(s)/subject of the grievance, a statement of facts and description of dispute, the alleged contractual provision(s) violated (this is not meant to be all inclusive), if any, and the corrective action desired.

In the case of any grievance filed by the Union against the Agency, or by the Union on behalf of employee(s), or which the Agency may have against the Union, the moving Party shall initiate the grievance beginning with 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.

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

Step 1. A grievance shall be submitted, in writing, to the appropriate Front Line Manager (FLM) 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. If the appropriate FLM is not available, the employee/Union may submit the grievance to any management official who is available. If requested, the official shall sign for receipt of the grievance. The Step 1 Agency official as defined in Appendix II shall answer the grievance in writing within twenty (20) calendar days following the submission of the grievance. If the grievance is denied, the reasons for denial will be in the written response. The decision shall be delivered personally to the Union Representative and the employee, if applicable, if they are on duty. Otherwise, another appropriate method of delivery where receipt is verifiable shall be used.

Step 2. 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. 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.

The Step 2 Agency official shall answer the grievance in writing within twenty (20) calendar days following the submission of the grievance. If the grievance is denied, the reasons for denial will be in the written response. The decision shall be delivered to the Union Representative and the employee, if applicable, using an appropriate method of delivery where receipt is verifiable. The response shall identify the Regional Labor Relations Branch having jurisdiction over the grievance. The Agency will provide the appropriate Step 3 Union official a copy of its decision.

Grievances addressing disciplinary actions shall be submitted within twenty (20) calendar days following the date of action. 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 of the action shall be the date on which the employee receives the Agency's determination to sustain the reprimand. For all other disciplinary actions, the date of the action shall be the date on which an employee receives a final decision.

Step 3. If the Union is not satisfied with the Step 2 decision, the appropriate Step 3 Union official may, within thirty (30) calendar days following receipt of the Step 2 decision or, if no decision is rendered, the date the decision was due, advise the Manager, Regional Labor Relations Branch, by certified mail or other similar system that requires a signature upon receipt, that it desires the matter to be reviewed by the appropriate Step 3 Agency official. 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. The Step 3 Agency official shall respond to the grievance in writing within twenty (20) calendar days following the submission of the grievance. If the grievance is denied, the reasons for denial will be in the written response. The decision shall be delivered to the appropriate Step 3 Union official by certified mail or other similar system that requires a signature upon receipt.

Alternatively, the Union may, within thirty (30) calendar days following receipt of the Step 2 decision or, if no decision is rendered, the date the answer was due, advise the Manager, Regional Labor Relations Branch, who has jurisdiction over the grievance, by certified mail or other similar system that requires a signature

upon receipt, that it desires the matter to be reviewed during the Parties' Step 3 Grievance Resolution Meeting.

The Parties will convene a Step 3 Grievance Resolution Meeting at least once quarterly. The Union's Regional Vice President, or National Representative, as appropriate, or his/her designee, the Step 3 Agency official, and the Manager of the Regional Labor Relations Branch and/or staff, or their designees, shall meet to discuss and attempt to resolve grievances identified in this process. The Union representative(s) shall be on official time if otherwise in a duty status, including reasonable travel time. Travel and per diem expenses for the Regional Vice President or National Representative or his/her designee will be authorized for one (1) meeting per quarter, under this Article. 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. The decision shall be delivered to the appropriate Union official by certified mail or other similar system that requires a signature upon receipt.

Step 4. The Union at the national level may, within thirty (30) calendar days following receipt of the Step 3 decision, or, 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, if no decision is rendered, the date the answer was due, notify the Director, Office of Labor and Employee Relations, that it desires the matter be submitted to arbitration. Such notification shall be via certified mail or other similar system that requires signature upon receipt.

Section 8. 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. The Union at the national level shall answer the grievance in writing within thirty (30) calendar days following the submission of the grievance. If the grievance is denied, the reasons for denial will be in the written response. The decision shall be delivered to the Director, Office of Labor and Employee Relations via certified mail or other similar system that requires signature upon receipt.

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. Such notification shall be via certified mail or other similar system that requires signature upon receipt.

Section 9. Arbitration. Subsequent to the effective date of the Agreement, the Parties at the appropriate level will create national and regional panels, each consisting of three (3) mutually acceptable arbitrators. Each Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy.

- a. An arbitrator shall be selected from the appropriate panel by the Parties or by alternately striking names until one remains. If an arbitrator is not selected and an agreement on the scheduling of the hearing is not reached within 180 days, the grievance is automatically void, provided the Agency has responded to the Union's request for arbitration within a reasonable time.
- b. The grievance shall be heard by the arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties. The grievant and/or the Union representative, if an employee of the FAA, shall be given a reasonable amount of excused absence or official time as appropriate to present the grievance if otherwise in a duty status. The Parties will exchange witness lists in a timely manner so that the Agency will have sufficient time to release employees without unduly impacting the staffing and workload needs of the Agency. 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, to adjust their schedules to allow them to travel and participate in the hearing in a duty status. Each Party shall bear the expense of its own witnesses. The arbitrator shall submit his/her decision to the Agency and Union advocates as soon as possible, but in no event later than thirty (30) days following the close of the record before him/her, unless the Parties waive this requirement. The decision of the arbitrator is final and binding.
- c. The arbitrator's fees and expenses of arbitration incurred under this Article shall be borne equally by the Parties. 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. The Parties will share equally the cost of the transcript, if any, supplied to the arbitrator.
- d. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. In disciplinary cases, the arbitrator may vary the penalty to conform to his/her decision provided it is consistent with law, this Agreement, and the FAA PMS.
- e. The Parties may, by mutual agreement, agree to stipulate the facts and the issue in a grievance directly to an arbitrator for decision without a formal hearing. Arguments will be by written brief.
- f. Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement or is subject to arbitration shall be submitted to the arbitrator for decision at the same time the case is submitted to the arbitrator on the merits, unless otherwise ordered by the arbitrator prior to the scheduled hearing date or agreed to by the Parties.

Section 10. Expedited Arbitration. In lieu of the normal arbitration procedures in Section 9, the Parties at the national level may by mutual agreement refer a grievance to expedited arbitration. The Parties shall meet and select an arbitrator by mutual agreement or by alternately striking names from the national or regional panel. The hearing shall be conducted as soon as possible, and shall be informal in nature. Absent mutual agreement otherwise, there shall be no briefs, no official transcript, and no formal rules of evidence. The arbitrator shall issue a decision as soon as possible but no later than eight (8) days after the official closing of the hearing unless otherwise agreed between the Parties. 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.

Section 11. 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 or settled on the basis of the last decision given by management, unless an extension of time limits has been mutually agreed upon in writing. 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.

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

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

Section 14. 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.

Section 15. 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.

ARTICLE 6

Labor Distribution Reporting (LDR)

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 a LDR, the employee shall still be paid for the full pay period. In such situations, the employee will amend his/her LDR within two pay periods if necessary.

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

ARTICLE 7

Dues Withholding

Section 1. Payroll Deductions

- a. Pursuant to 5 USC 7115, deductions for the payment of Union dues shall be made from the pay of members in the unit who voluntarily request such dues deductions.
- b. The amount of national dues to be withheld under this Agreement shall be the regular dues of the member as specified on the member's Standard Form 1187 (SF-1187), Request for Payroll Deductions for Labor Organizations, or as certified by the Union if the amount of regular dues has been changed as provided in Section 3(b) of this Article. A deduction of regular national dues shall be made every pay period from the pay of an employee who has requested such allotment for dues. It is agreed that no deduction for dues shall be made in any pay period for which the employee's net earnings after other deductions are insufficient to cover the full amount of dues.

Section 2. Employee Responsibilities

- a. A member who desires to have his/her dues deducted from his/her 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 his/her first dues withholding and ending fifteen (15) days prior to the anniversary date. It is the employee's responsibility to ensure timely filing of his/her 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:** March 1 shall be the annual date for all revocations of Union dues. The employee must complete and submit an SF-1188 to the Agency between the dates of January 1 to January 31 of any given year. Upon receipt of a valid revocation form completed and signed by the employee, the appropriate Agency payroll processing center shall discontinue withholding the dues from the employee's pay effective only with the first full pay period which begins after the following March 1. 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. 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.
 - d. 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.
 - e. 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. The Agency shall provide bulletin board space for posting of Union materials at all facilities within the unit in areas frequented by bargaining unit employees. At facilities where there is available space, the Union shall be granted a separate bulletin board. A locking glass cover may be installed on the Union bulletin board at Union expense. The Parties at each facility will determine the exact location and size of the Union bulletin board provided it does not interfere with the Agency's mission.

Union literature placed on the Union bulletin board must not:

- violate any laws or regulation;
- contain items relating to partisan political matters; or
- violate the security of the Agency.

Section 2. 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. When a Union representative is excused from duty to carry out his/her representational responsibilities in accordance with this Agreement, the Agency shall make a reasonable effort to provide meeting space that will protect the confidentiality of any discussion.

Section 4. 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. In facilities where suitable shelf space is available in non-work areas, the Union shall be permitted to use such shelf space as a library for Union-acquired publications.

Section 6. In facilities where unused suitable space is available in non-work areas, the Union shall be permitted to use such space as a central location for the placement of a file cabinet or other similar container. Such space may be an office if the Agency determines one is available. Should the space be required for other purposes new space arrangements shall be negotiated in accordance with Article 70 of this Agreement. The Agency shall make a reasonable effort to provide available desks, chairs, file cabinets and

other similar equipment for Union use. Any Union supplied equipment shall be subject to approval of the Agency in terms of suitability from the standpoint of décor.

Section 7. Subject to operational and security requirements, the Agency agrees to provide the Union Representative reasonable access to designated FAA telephone lines, copy machines, and fax machines where available. This equipment may be used for processing grievances, unfair labor practices, or other representational matters. Government lines and equipment shall not be used for internal Union business.

Section 8. 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 9. The Agency shall furnish the Union with an acceptable mail receptacle at the location where mail is initially delivered to the FAA. Mail shall be placed in the receptacle as soon as practicable. 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 10. Union representatives may use the FAA electronic mail system and may access appropriate web sites for representational duties in accordance with this Agreement and applicable DOT and FAA directives. This media shall not be used for internal Union business which would include, but is not limited to, soliciting for Union membership and campaigning for office.

Section 11. 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 12. Union representatives below the regional level identified under Article 2 will continue to have electronic access to information commensurate with the access and information available to bargaining unit employees. Up to six (6) Representatives at the Union's regional level who do not otherwise have electronic access to the information described in this Section will be provided such access. The Union at the national level will identify such representatives in writing to the Agency.

Section 13. The Union may submit an application for waiver to the FAA Internet Access Point Policy to install and maintain their own FAA Internet access point as described in FAA Order 1370.45. Such application will be considered in a fair and equitable manner.

Section 14. When the Agency implements the decision to disconnect unauthorized internet access points, wireless access points, and non FAA computers in FAA buildings and facilities, the following shall apply:

- a. The Union's computers and/or internet access covered by the Agency's written policies that have been allowed to operate in PASS offices at the affected ATO facilities shall continue to be allowed until the FAA can replace them with authorized equipment.
- b. As a result of the transition from private equipment/access to the FAA-supplied equipment/access, to the maximum extent possible there shall be:
 - 1. no interruption of internet access;
 - 2. no loss of data; and
 - 3. no loss of privacy.
- c. At locations where there is a PASS office with a union computer and/or internet access, the Agency will replace that equipment with the FAA standard computer package. The FAA will provide its standard software package to include the latest FAA approved version of Microsoft Office and the current version of software for creating, scanning, and reading PDF files. The Agency will also provide a network connection to the internet.
- d. PASS representatives shall be allowed to use their FAA issued laptops and FAA workstation computers for representational purposes.
- e. The FAA authorized computers and internet access provided for PASS are to be used for representational purposes. They may also be used for limited personal use in accordance with FAA policy during non-duty time. They shall not be used to conduct internal union business or other activities in violation of applicable policy. Their use is subject to all FAA policies regarding the use of the internet, including being subject to disciplinary action for viewing inappropriate materials.
- f. In order to protect the Union's private data, the Agency will provide email and data encryption. The Parties acknowledge that it is not the Agency's intent to monitor or interfere with the Union's representational activities.
- g. Any Agency provided computers shall have the capability to transfer data using removable media. These removable devices shall be either owned or approved by the Agency in accordance with FAA Order 1370.107.
- h. The Union shall be allowed access to applicable network printers with the "Secure Print" feature. Such printers will be located within 30 feet of the employee's work location or Union office.
- i. The Agency provided computers will receive updated hardware and the ATO standard software package during the ATOs' regular refresh cycle.

ARTICLE 9

Communications of Union Presence

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

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

Section 3. A Union representative or a designee shall be allowed up to sixty (60) minutes for confidential orientation of employees new to their duty station 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

Availability of the Center for Management and Executive Leadership (CMEL)

Section 1. The Union, upon request, may be afforded access to the use of CMEL for meetings/training on an as available basis. When the training requested is for courses offered by CMEL, the training will be conducted utilizing CMEL Instructors. For the purposes of this Article, the Union will bear all costs, if any, as determined by CMEL. This does not preclude any bargaining unit employee from identifying CMEL training as part of an Individual Development Plan (IDP).

Section 2. A list of all courses offered by CMEL shall be available at all Agency offices/facilities where bargaining unit employees are located.

ARTICLE 12

Annual Budget Discussions

Section 1. In accordance with 49 USC 40122(a)(4), the Parties shall meet annually at the National level at a mutually agreeable time and date to find additional cost savings in the Administration's budget as it applies to each PASS bargaining unit and throughout the Agency. The Union may appoint up to three (3) representatives to participate in the meeting held under this Article.

Section 2. The Union may, prior to its attendance at the meeting, and in accordance with law, request and receive information necessary to fulfill its responsibilities under 49 USC 40122(a)(4).

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, NextGen or airspace changes. Further, it is in the best interest of the Parties to resolve or minimize the technical issues so as to ultimately provide for more timely resolution.

Section 3. The Agency shall 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 Agency agrees to notify the Union at the national level, no less than sixty (60) days prior to the field operational evaluation utilized to support system development and the operational test and evaluation (OT&E), unless a shorter notice period is required. The notification shall contain proposed start and stop times, and shall outline the reasons and intent of the test and/or evaluation.

Section 5. 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 his/her days off to allow participation in a duty status for these purposes. When a Union representative is unable to be released to participate in a meeting, the meeting shall be rescheduled, to the extent practicable, to ensure Union participation. The Agency shall make every reasonable effort to ensure the availability of the Union representative.

Section 6. The Agency agrees to notify the Union at the national level at least sixty (60) days prior to any In Service Decision (ISD) of the proposed implementation of technological changes affecting employees, unless operational necessity requires a shorter notice period. Except for the initial notice period as specified above, the provisions of Article 70 of this Agreement shall govern the negotiations between the Parties on the impact of new or revised technology and procedures and/or airspace changes, as well as the effect of procedural and/or technological tests which impact employees.

Section 7. 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 8. 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 work place.

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

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

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

ARTICLE 15

Employee Rights and Responsibilities

Section 1. Each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right. In accordance with the Federal Service Labor-Management Relations Statute, 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. Where more than one employee performs tasks or maintenance on a particular assigned facility/system/subsystem, the individual assigned that facility/system or subsystem shall not be held responsible for the action or inaction of others.

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

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

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

Section 7. Both Parties recognize that maintaining family integrity is desirable. In those instances when an employee's spouse or life/domestic partner holds or accepts a position in another FAA facility/office, the Agency will provide priority consideration to the bargaining unit employee for ingrade/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 he/she would be entitled to as a family member.

Section 8. In the performance of his/her official duties, or when acting within the scope of his/her 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 9. The Agency's regulations on outside employment and financial interests shall be uniformly administered throughout the bargaining units.

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

- a. Any Agency employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not, with respect to such authority:
 - i. discriminate for or against any employee or applicant for employment, on the basis of:
 - a. race, color, religion, sex, or national origin, as prohibited under Section 717 of the Civil Rights Acts of 1964 (42 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;
 - ii. solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration for any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of:
 - a. an evaluation of the work performance, ability, aptitude, or general qualifications of such individual; or

- b. an evaluation of the character, loyalty, or suitability of such individual;
- iii. coerce the political activity of any person (including the providing of any political contribution or service) or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity;
- iv. deceive or willfully obstruct any person to withdraw with respect to such person's right to compete for employment;
- v. influence any person to withdrawal from competition for any position for the purpose of improving or injuring the prospects of any other person for employment;
- vi. grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment;
- vii. take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of:
 - a. any disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences: a violation of any law, rule or regulation; gross mismanagement, a gross waste of funds, an abuse of authority; or a substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law, and if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs; or
 - b. any disclosure to the Special Counsel or to the Inspector General of an agency, or another employee designated by the head of the agency to receive such disclosures of information which the employee or applicant reasonably believes evidences a violation of any law, rule, or regulation, or gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety;
- viii. to take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of:

- a. the exercise of any appeal, complaint, or grievance right granted by law, rule, or regulation;
 - b. testifying for or otherwise lawfully assisting of any individual in the exercise of any right referred to in this Section;
 - c. cooperating with or disclosing information to the Inspector General of any agency, or the Special Counsel, in accordance with applicable provision of the law; or
 - d. for refusing to obey an order that would require the individual to violate a law;
- ix. discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph shall prohibit an agency from taking into account, in determining suitability or fitness, any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia, or the United States; or
- x. knowingly take, or fail to take, recommend, or approve any personnel action if the taking or failure to take such action would violate a veterans' preference requirement;
- xi. take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation, implementing or directly concerning, the merit system principles contained in this Section.
- b. This Section shall not be construed to authorize the withholding of information from the Congress or the taking of any personnel action against an employee who discloses information to the Congress.
 - i. The head of each line of business or staff organization shall be responsible for the prevention of prohibited personnel practices, for the compliance with and enforcement of applicable civil service laws, rules, and regulations, and other aspects of personnel management. Any individual to whom the head of a line of business or staff organization delegates authority for personnel management, or for any aspect thereof, shall be similarly responsible within the limits of the delegation.
 - ii. This Section shall not be construed to extinguish or lessen any effort to achieve equal employment opportunity through affirmative action or

any right or remedy available to employee or applicant for employment in the civil service under:

- a. Section 717 of the Civil Rights Act of 1964 (42 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 11. The Agency shall ensure that employees are informed of their rights under Section 10 of this Article.

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

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

- a. Driving a government owned, leased or rented vehicle; or
- b. Driving a privately owned vehicle (POV) while on official government business; or
- c. Using an electronic device supplied by the Federal Government to text while driving a POV while off-duty.

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

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

Section 16. Upon request, the Agency shall provide each employee a locker or equivalent secure space, located near his/her 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 his/her 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 his/her cellular telephone when operating a motor vehicle.

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

ARTICLE 16

Management Rights

Section 1. 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 his/her employment is being terminated. If this information is provided verbally, the employee will be provided a follow-up written notice as to why his/her employment is being terminated within thirty (30) days of his/her termination date.

ARTICLE 18

Disciplinary Actions

Section 1. Disciplinary actions shall be taken for just cause and will be governed by Chapter III, paragraph 3 of the FAA Personnel Management System (PMS), dated March 28, 1996, applicable FAA Directives, including HRPM ER-4.1 Standards of Conduct, and this Agreement. Actions based on conduct must be supported by a preponderance of evidence. Actions based on performance must be supported by substantial evidence. The Agency shall brief bargaining unit employees on HRPM ER-4.1 Standards of Conduct annually.

Section 2. For purposes of this Agreement, a formal disciplinary action is defined as a written reprimand, suspension, removal, reduction in pay for conduct, or a furlough of thirty days or less for reasons other than a lapse of appropriations or action by Congress.

Section 3. 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 4. 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 factors

must be considered and a responsible balance reached. These factors do not apply to actions based on performance or non-disciplinary removals.

- a. the nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- b. the employee's job level and type of employment, including supervisor or fiduciary role, contacts with the public, and prominence of the position;
- c. the employee's past disciplinary record;
- d. the employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- e. the effect of the offense upon the employee's ability to perform at a satisfactory level, and its effect upon the supervisor's confidence in the employee's ability to perform assigned duties;
- f. the consistency of the penalty with those imposed upon other employees for the same or similar offenses;
- g. the consistency of the penalty with any applicable agency table of penalties;
- h. the notoriety and/or egregiousness of the offense, or its impact upon the reputation of the agency;
- i. the clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
- j. the potential for the employee's rehabilitation;
- k. the mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others involved in the matter; and,
- l. the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 5. An employee against whom a disciplinary action is proposed shall be provided a notice of the proposed action as follows:

Written reprimand – No advance notice required
Suspension – 15 days

Reduction in base pay – 30 days
Removal – 30 days

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 work place poses an imminent threat to employees and/or Agency property.

Section 6. An employee against whom disciplinary 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 7. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Disciplinary actions under this Article shall be promptly initiated after all facts have been made known to the Agency official responsible for taking disciplinary action.

Section 8. An employee against whom action is proposed under this Article shall have the right to review all of the information relied upon to support the action and shall be given a copy upon request. At the employee's request, the Union shall be provided with a copy of all information relied upon to support the action. Consistent with law, the Union will receive a copy of the Report of Investigation (ROI) related to the disciplinary action, after the Agency receives authorization for the release from the affected employee. The copy of the ROI will be complete, unless redaction is necessary in accordance with law.

Section 9. The employee and the Union Representative shall be granted a reasonable amount of excused absence and official time of up to sixteen (16) hours, if otherwise in a duty status, 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; for preparation and presentation of answers to proposed actions under this Article. The timing of the grant of excused absence shall, to the maximum extent possible, be scheduled at the employee's convenience. The official time authorized in this Section may be extended at the discretion of the Agency.

Section 10. Although not exhaustive, the Agency's Table of Penalties should be used, when applicable, as a guide to determine an appropriate penalty. 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. In assessing penalties, consideration will be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a two (2) year time frame should be used in determining freshness.

Section 11. 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.

Section 12. An employee's off-duty misconduct 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 13. The Agency's action may not be sustained if a harmful error is shown.

Section 14. In addition to the provisions of Section 5, the following provisions are applicable to cases of reductions-in-grade or pay, or removal for unacceptable performance:

- a. If the final decision is to sustain the proposed removal or downgrade, the decision letter must specify the instances of unacceptable performance on which it is based and the decision must be concurred with by a management representative who is in a higher position than the management representative who proposed the action. 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 5 of this Article.

If, because of performance improvements by the employee during the notice period 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 written notice described in Section 5, any entry or other notation of the unacceptable performance for which the action was proposed shall be removed from the employee's Official Personnel File (OPF) and Employee Performance File (EPF).

ARTICLE 19

Personnel Records and Official Personnel Folder

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

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 his/her designated representative are entitled to review his/her EPF, Medical, Security, Training folder or DOT/FAA file in the presence of an Agency official, provided access to that information is on accordance with the applicable provisions of the Privacy Act and other applicable law, rule, or regulation.

Section 3. No information contained in an employee's eOPF, which is not available to the employee or his/her 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 his/her 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 his/her written authorization, his/her 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 his/her 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. If at the end of one (1) year it is decided that it is no longer warranted, the reprimand and related documents shall be removed. 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 his/her 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 he/she 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 his/her folder.

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

Section 10. Personal records, notes, or diaries maintained by a supervisor with regard to his/her 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, he/she shall be given the opportunity to submit a written response contesting the information contained therein.

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

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

ARTICLE 20

Personal and Information Systems Data Security

Section 1. All information in Agency computer/information systems shall be protected in accordance with the Computer Security Act of 1987, as amended, the Department of Transportation Information Technology Security Program, and the FAA Order 1370.82.

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.

Section 3. In accordance with the Privacy Act, 5 USC 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 1280.1, whenever the submission of an SSN is voluntary, the Agency employee requesting a 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.

ARTICLE 21

Security

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

Section 2. Employees shall be held responsible for the security of a facility, however that responsibility is limited to the individual's own acts or failure to act.

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

ARTICLE 22

Surveillance Measures and Devices

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

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 23

Employee's Private Telephone Number and Contact

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

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

ARTICLE 24

Use of Official Government Telephones and Computers

Section 1. Government telephones for the purpose of this Article include any government provided voice 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 his/her 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 his/her scheduled itinerary or when the itinerary is changed beyond his/her control, the Agency agrees to permit the employee to notify his/her home via government or commercial telephone.

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

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

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

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

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

ARTICLE 25

Professional Differences of Opinion

Section 1. The Parties recognize that bargaining unit employees are accountable for ensuring that their performance conforms with established standards. However, in the event of a difference in professional opinion between the Agency and an employee, the employee shall comply with the instructions of the Agency and the Agency shall assume responsibility for its decisions.

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

ARTICLE 26

Surveys and Questionnaires

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

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

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

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

Section 5. If feasible, the Union shall be provided a copy of survey results at the same time they are distributed to the corresponding level of the Agency.

Section 6. Participation in surveys shall be voluntary. To assure the anonymity of survey comments, employees shall have reasonable access to a typewriter/computer, if available.

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

ARTICLE 27

Interchange Agreement

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

ARTICLE 28

Outside Employment

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

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

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

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

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

ARTICLE 29

Names of Employees and Communications

Section 1. The Agency shall notify the appropriate Union representative within fifteen (15) days whenever a bargaining unit employee has resigned, retired, or died. The Agency shall make every reasonable effort to notify the Union representative, on or prior

to the effective date of the action, whenever a bargaining unit employee is hired, transferred, promoted, or reassigned.

Section 2. At the end of each pay period, the Agency shall furnish the Union's national office with a list in an agreed upon electronic format containing the following information concerning employees in the bargaining unit: Name, and identifying number unique to the individual, 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 Service Area, region or equivalent organizational level of assignment. This information shall also include information whenever a bargaining unit employee is hired, transferred, reassigned, or has resigned, retired or died. Within one hundred twenty (120) days from the signing of this Agreement, the Parties at the national level shall meet to determine the electronic format by which the data will be delivered.

ARTICLE 30

Conflict of Interest, Financial Disclosure and Divestiture

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

Section 2. Any determination that an employee's action(s) could or do constitute the "appearance of a conflict of interest" shall be made using the standard established in 5 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 him or her to report;
- b. the standards upon which that decision is based;
- c. the right to request a review of that decision within ten (10) days; and
- d. either a copy of the report form or an internet address where a form can be downloaded or filed electronically.

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

- a. no disclosure of amounts or values of an asset or income are required;
- b. only assets that are held for investment that are worth \$ 1,000.00 or more, or that produced over \$200.00 in income during the reporting period must be disclosed.

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

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

are administered. A waiver under this Section may be accompanied by appropriate conditions, such as requiring execution of a written statement of disqualification. Notwithstanding the granting of any waiver, an employee remains subject to the disqualification requirements of 5 CFR 2635.402 and 2635.502.

ARTICLE 31

Watch Schedules and Shift Assignments

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

Working hours for watch schedules shall be administered in accordance with HRPM LWS-8.14, Leave and Work Schedules, and this Agreement.

Section 2. Basic Watch Schedules.

- a. The basic watch schedule is defined as the days of the week, hours of the day; and, the rotating of shifts and/or rotational pattern of regular days off, if any, that satisfy the Agency's coverage requirements. This schedule will cover, at a minimum, a one-year period commencing on the first full pay period of the leave year.
- b. The Parties recognize the need for watch schedules that mitigate systemic risks due to fatigue. As such, the Parties agree that employees shall not work back-to-back shifts. This requirement applies to all assignments inclusive of shift changes and exchanges.

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

- c. The Agency determines coverage requirements. At least one hundred twenty (120) days prior to the expiration date of a basic watch schedule, the Agency will notify the Union in writing at the appropriate level of its coverage requirements for the upcoming year's basic watch schedule or, if appropriate, if coverage requirements will continue unchanged beyond the term of the existing basic watch schedule. The Agency will identify the employees eligible for assignment to the basic watch schedule. Coverage requirements provided to the Union must be attainable using personnel resources at the facility.
- d. **Bargaining Process.** At the request of the Union, the Parties will meet within seven (7) days of the Agency's notification outlined in subsection c. above to

discuss the requirements provided by the Agency, as well as any other issue pertaining to the basic watch schedule.

1. The Union will submit a proposed basic watch schedule to the Agency within fifteen (15) days of receiving the Agency's coverage requirements, or within fifteen (15) days from the date of the meeting described in subsection d above. The Union's proposal will include individual lines no greater in number than the number of employees eligible for assignment to the basic watch schedule, and will reflect each individual line's rotational pattern of shifts/days for the entire basic watch schedule period. All proposals must be developed based upon an eight-hour workday.

At the election of the Union, an additional proposed schedule may be submitted expanding the basic watch schedule to include Alternate Work Schedule (AWS) options. It is understood that the process for consideration of AWS is outside of the bargaining process and subsequent to the Parties agreement on a basic watch schedule under this Section. Approval of AWS shall be consistent with Section 3.

2. If the Agency believes the Union's proposal does not meet its coverage requirements or violates the basic work requirement, it will promptly advise the Union in writing.
3. If either Party believes the bargaining process is at impasse or the Agency believes the Union's proposals have not met coverage requirements, the issue shall be referred to the Parties identified in Step 3 of the negotiated grievance process.
4. If the dispute is not resolved within seven (7) calendar days, the Parties are free to pursue whatever course of action is available to them under the law and this Agreement.
5. If the Union fails to submit a basic watch schedule, the Agency is free to implement its own basic watch schedule, provided such schedule meets its own requirements previously provided to the Union.
6. Once agreement is reached on the basic watch schedule, it will be signed by both Parties.
7. The basic watch schedule will not be changed absent mutual agreement, except for a change in coverage requirements, or at the Union's request one (1) time per year due to a change in personnel resources or NAS modernization. The Party requesting a change in the basic watch schedule will notify the opposite Party of the reasons for the change as specified under

this Section and will bargain in accordance with the process beginning with Section 2(d).

If a new basic watch schedule is implemented under this subsection it will cover the remainder of the current year. By mutual agreement the new basic watch schedule may be extended through the following year. The new basic watch schedule will be posted (physically or electronically) and available to all employees at least thirty (30) days prior to the beginning of the period of the new watch schedule, unless a shorter time frame is agreed to by the Parties.

Section 3. Individual AWS options submitted by the Union in Section 2(d)(1) will be incorporated into the basic watch schedule, provided coverage requirements are satisfied and there is no adverse Agency impact. Adverse Agency impact is defined as:

- a. a reduction of the level of productivity of the Agency;
- b. a diminished level of service furnished to the public by the Agency; or
- c. an increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a compressed schedule).

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

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

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

Section 4. Posted Watch Schedules.

- a. The posted watch schedule is defined as the basic watch schedule reflecting each employee's specific shift assignments for the entire period of the basic watch schedule. Initial assignments to the basic watch schedule shall be made and posted (physically or electronically) and available to all employees at least sixty (60) days prior to the beginning of the period, unless a shorter time frame is

agreed to by the Parties. Subsequent changes to individual shift assignments on the posted watch schedule are not considered changes to the basic watch schedule.

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

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

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

Section 5. It is not the intent of the Agency to substantially alter the intended rotation and pattern of the basic watch schedule for an extended period. However, deviations to an employee's intended rotation and pattern on the posted watch schedule for an extended period may occur due to training, leave and/or unforeseen circumstances where the posted watch schedule ceases to meet the Agency's coverage requirements, or during the prolonged absence of an employee(s). The Agency will endeavor to rectify the situation and return the affected employee(s) to his/her original rotation and pattern as soon as possible.

Section 6. 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. The affected employee(s) will normally be given thirty (30) days notice of such change. 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 his/her AWS assignment.

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

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

Section 7. In the event the Agency no longer has a watch schedule requirement and decides to implement a schedule in accordance with Article 32, the procedures under Article 70 shall apply if necessary to address the adverse impact to the affected employee(s).

Section 8. Subsequent to the date of the initial posted watch schedule, employees who become eligible for assignment to the posted watch schedule shall be assigned to the watch schedule based upon the staffing and workload requirements of the Agency. The Union may provide recommendations regarding such assignments.

Section 9. When, as a result of disciplinary action, the Agency has determined that closer supervision is required, an employee may have his/her 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 10. The provisions of this Article do not apply to those employees covered under Article 32 or Flight Inspection Services employees.

ARTICLE 32

Working Hours for Traditional Work Schedules

Section 1. This Article applies to full-time employees normally working a traditional work schedule, Monday through Friday, with working hours representing a eight and a half (8 ½) hour workday inclusive of an unpaid meal break and normally between the hours of 6:00 am and 6:00 pm, and Saturday and Sunday as their Regular Days Off (RDO). The Agency may have work requirements that must be performed outside the traditional work schedule. If such a work requirement occurs more than once per week on a regularly recurring basis, the employee(s) shall be considered assigned to a watch schedule and covered by Article 31. Working hours for traditional work schedules shall be administered in accordance with HRPM LWS-8.14, Leave and Work Schedules and this Agreement.

Section 2. The Agency will make reasonable effort to establish consistent work schedules and hours, staffing and workload requirements permitting. When the Agency at the local level requires employees to have varied starting times, employees possessing the required qualifications/certifications will have an opportunity to select their preferred work schedule in accordance with Service Computation Date (SCD) seniority, unless some other method is agreed to by the Parties at the local level.

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

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

Adverse Agency impact is defined as:

- a. a reduction of the level of productivity of the Agency;
- b. a diminished level of service furnished to the public by the Agency; or
- c. an increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a compressed schedule).

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

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

Section 5. 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. The affected employee(s) will normally be given thirty (30) days notice of such change. 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 his/her AWS assignment.

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

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

Section 6. Travel or training away from an employee's office shall not, in and of itself, justify suspension of an AWS. A temporary adjustment of an employee's work schedule, or the use of leave at the option of the employee, may be appropriate under the following circumstances:

- a. travel or training hours do not coincide with the employee's schedule and performance of normal duties is not possible; or
- b. adherence to an AWS will create additional overtime or travel compensation entitlements.

Section 7. When, as a result of disciplinary action, the Agency has determined that closer supervision is required, an employee may have his/her 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 8. Should the Agency require an employee to work outside of his/her normal schedule for an assignment not requiring overtime, the Agency shall make every effort to provide the employee a minimum of seven (7) days advance notice of the change in work schedule. These assignments will be offered to qualified volunteers. In the absence of qualified volunteers, the assignments will be made on a fair and equitable basis.

Section 9. The Agency shall approve an individual employee's request for a change of working hours; or the exchange of working hours and/or days off by employees possessing the required qualifications and/or certifications; provided the exchange is consistent with staffing and workload requirements of the losing workday, does not result in an inefficient use of resources on the gaining workday, does not result in overtime or an increase in premium pay costs, or does not violate the basic workweek.

Section 10. The provisions of this Article do not apply to those employees covered under Article 31 or Flight Inspection Services employees.

ARTICLE 33

Working Hours for Flight Inspection Services

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

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

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

Section 4. Instead of a traditional schedule, an employee may elect to work a Compressed or Flexible Work Schedule (CWS or FWS) as defined in HRPM LWS-8.15, Alternate Work Schedules. An employee's Alternative Work Schedule (AWS) election shall be authorized provided any such schedule would not have an adverse Agency impact. Non-exempt employees will be limited to a forty (40) hours workweek.

Adverse Agency impact is defined as:

- a. a reduction of the level of productivity of the Agency;
- b. a diminished level of service furnished to the public by the Agency; or
- c. an increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a compressed schedule).

The authorization for an employees election to work an AWS may be temporarily affected if the Agency determines that working a AWS schedule will negatively impact his/her training. All employees who volunteer and subsequently participate will be expected to participate until such time as the employee provides reasonable notice of his/her desire to terminate participation in AWS

Section 5. 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. The affected employee(s) will normally be given thirty (30) days notice of such change. 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 his/her AWS assignment.

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

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

Section 6. Travel or training away from an employee's office shall not, in and of itself, justify suspension of an AWS. A temporary adjustment of an employee's work schedule, or the use of leave at the option of the employee, may be appropriate under the following circumstances:

- a. travel or training hours do not coincide with the employee's schedule and performance of normal duties is not possible; or
- b. adherence to an AWS will create additional overtime or travel compensation entitlements.

Section 7. When as a result of disciplinary action, the Agency has determined that closer supervision is required, an employee may have his/her 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 8. Should the Agency require an employee to work outside of his/her normal schedule for an assignment not requiring overtime, the Agency shall make every effort to provide the employee a minimum of seven (7) days advance notice of the change in work schedule. These assignments will be offered to qualified volunteers. In the absence of qualified volunteers, the assignments will be made on a fair and equitable basis.

Section 9. The Agency shall approve an individual employee's request for a change of working hours; or the exchange of working hours and/or days off by employees possessing required qualifications and/or certifications; provided the exchange is consistent with staffing and workload requirements of the losing workday, does not result in an inefficient use of resources on the gaining workday, does not result in overtime or an increase in premium pay costs, or a violation of the basic workweek.

Section 10. A flight duty schedule is Sunday through Saturday, consisting of five (5) eight and a half (8½) hour flight periods, inclusive of an unpaid meal break. A straight eight (8) hour shift is authorized when the Pilot in Command (PIC) elects to fly through lunch for operational/mission reasons or when no reasonable accommodations exist. The normal workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off. The duty day begins when the crew arrives at the home station or the Fixed Base Operator (FBO) and ends when the crew leaves the home station or the FBO.

- a. The Parties recognize that crewmember participation in the maxiflex work schedule is beneficial. Therefore, all flight crewmembers may be required to participate in a maxiflex schedule when assigned flight duties. While on a flight schedule the duty day start and stop times and the length of day within the 6:00 am – 6:00 pm basic work day will be determined by the Agency.
- b. Duty day start and end times will be established by the Agency using the flight authorization process and will be based on the time zone the duty day begins. When facilities require flight inspection during periods of darkness, the PIC may request adjustments to the duty day to fly early or late to accomplish the flight inspection. The entire aircrew will start their duty day at the same time unless specifically authorized due to operational demands. A crewmember must coordinate approval from the Flight Inspection Central Operations (FICO) in advance for any non-standard duty day start/end times. Requests for Extended Duty Day (EDD) during a flight duty week must be requested in advance to the FICO for approval.

- c. The Parties recognize that due to the NAS-critical nature of the flight inspection mission, flight duty periods may need to be adjusted. Such adjustments are subject to consultation between FICO and the PIC and shall be limited to those necessary to meet staffing and workload requirements. While in a travel status, the duty day start time can be changed up to a maximum of four (4) hours due to weather, maintenance, or ground-based equipment concerns. When flying out of the home station, the duty day start time can be changed up to a maximum of two (2) hours. Flight duty period adjustments should start no earlier than 6:00 am and end no later than 6:00 pm. Notification of any duty period adjustment will be made before the end of the previous duty day.

ARTICLE 34

Aircrew Scheduling

Section 1. This Article addresses Flight Inspection Services aircrew schedules, which incorporates a quarterly plan of flight duty assignments and a leave and training plan.

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

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

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

Section 2. The Agency is responsible for creating flight authorizations which maximize the use of available resources. Authorizations shall specify assignments of work, to include geographic locations and flight duty periods (start/stop times). Flight authorizations shall be constructed to provide adequate time for operational risk assessment, mission planning, and safety evaluation to enable aircrews to complete work in a safe, efficient and effective manner. Flight duty periods should provide sufficient time to allow for pre/post-flight requirements.

Section 3. The aircrew schedule may identify reserve crewmembers to be available for flight duty during a defined duty period. Reserve duty includes replacing other assigned crewmembers as required, and responding to unscheduled operational priority requirements, subject to Chief Pilot approval.

Section 4. The Parties recognize that involuntary changes to an employee's posted flight duty assignments are undesirable and are subject to crew rest requirements and fatigue assessment. Therefore, the Agency agrees to make every reasonable effort to maintain posted schedules that do not interfere with regular days off when the employee is at their home base location, staffing and workload permitting. Agency initiated changes within fourteen (14) days of flight duty assignment shall be limited to unplanned operational requirements affecting the NAS/DOD and urgent responses to crew unavailability. Employees shall be promptly notified of the change.

Section 5. The Parties recognize the need for aircrew schedules that mitigate operational risks due to fatigue and will discuss fatigue mitigation actions prior to implementation. Actions which result in a bargaining obligation will be handled in accordance with Article 70 of this Agreement.

Section 6. Absent a flight duty assignment, crewmembers will be assigned office duty. However, such assignments do not preclude a crewmember from flying short notice missions that are not on the quarterly flying plan.

Article 35

Alternate Work Schedules

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

Section 2. For the purpose of this Agreement, AWS is defined as:

a. Non-exempt employees

1. **Compressed Work Schedule 4/10 Plan.** This is a schedule which includes four (4) workdays of ten (10) hours per day, and three (3) non-workdays per week, with pre-established fixed hours, exclusive of a designated meal break with the exception of schedules assigned under Article 31. The basic work requirement for a full-time employee is forty (40) hours a week and eighty (80) hours a pay period.
2. **Flexible Start Time Plan.** This is a schedule flexibility which allows for a varied start time without changing the length of the established workday. The starting times must be approved in advance. This schedule flexibility is available to employees working either an eight (8) or a ten (10) hour workday.

b. Exempt employees

1. **Compressed Work Schedule 4/10 Plan.** This is a schedule which includes four (4) workdays of ten (10) hours per day, and three (3) non-workdays per

week, with pre-established fixed hours, exclusive of a designated meal break. The basic work requirement for a full-time employee is forty (40) hours a week and eighty (80) hours a pay period.

2. **Compressed Work Schedule 5/4-9 Plan.** This is a schedule which, within a biweekly pay period, includes eight (8) workdays of nine (9) hours, one (1) workday of eight (8) hours, and three (3) non-workdays, with pre-established fixed hours, exclusive of a designated meal break.
3. **Flexible Work Schedule Plan.** Non-traditional work schedules as defined in HRPM LWS-8.15 par. 6(b) Flexible Work Schedules (FWS) and will be administered in accordance with agency policy.

Section 3. Should the application of the Fair Labor Standards Act requirements for employees covered by this Agreement be changed through issuance of regulations, a final adjudicated decision, or an amendment to the applicable laws, the Parties shall meet within thirty (30) days of the change for the purpose of bargaining the availability of programs based upon the new and/or revised interpretation of regulations and/or law.

ARTICLE 36

Part-time Employment/Job Sharing

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

- a. For employees, working part-time or job sharing can provide an opportunity to:
 1. work and spend more time with children;
 2. care for an aging or an ill family member;
 3. pursue educational opportunities;
 4. participate in volunteer or leisure activities; or
 5. continue to work when illness or physical limitations prevent the employee from working a full-time schedule.
- b. For the Agency, allowing part-time or job sharing can allow:
 1. retention of highly qualified employees not available for full-time employment;
 2. recruitment of employees with special skills who are unable or do not want to work a fulltime schedule;
 3. meeting operational requirements during workload surges; and

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

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

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

Section 3. Except as provided in Section 4 below:

- a. the tour of duty for a part-time employee will be no less than sixteen (16) and no more than thirty-two (32) hours per week; and
- b. a part-time employee's tour of duty will be documented on an SF-50, Notification of Personnel Action.

Section 4. An increase of a part-time employee's tour of duty above thirty-two (32) hours per week or sixty-four (64) hours per pay period will be in accordance with HRPM L WS-S.16.

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

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

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

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

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

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

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

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

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

Section 14. 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 15. Flexibilities such as overlapping time or simultaneous shifts may be considered when scheduling job sharers. Each employee's scheduled work hours and the overlap period depends on the needs of the position, the availability of the employees, and the resources available.

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

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

ARTICLE 37

Telework

Section 1. Policies and procedures regarding telework that are not covered in this Article shall be in accordance with HRPB WLB-12.3, FAA Telework Program, and other applicable directives. The Parties agree that bargaining unit employees may request to telework under the Agency's Telework Program.

Section 2. It is FAA policy to actively encourage the use of teleworking to the maximum extent possible. Because teleworking is a tool used in the accomplishment of work, it must not have an adverse impact on any Agency office or the mission of the FAA. 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.

Section 3. FAA employees may participate in one or a combination of the following telework options based upon their manager's approval and as a condition of the telework agreement. Various telework options include:

- a. work at home in a space specifically set aside as an office or workplace;
- 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 "virtual office or mobile virtual office" situation where the nature of the employee's position requires that his/her primary duties be performed "on the road" or at a customer's worksite.

In this situation, the employee reports to a designated worksite only occasionally in order to perform administrative and other functions that cannot be performed while working off-site.

Section 4. Each employee who wishes to telework, including employees who telework on an ad hoc basis and for temporary medical reasons, must complete and sign the FAA Telework Agreement. The Telework Agreement, which specifies the terms and conditions of participation in the program, is then submitted to the employee's manager for signature. The Telework Agreement documents the employee's and manager's commitment to adhere to applicable guidelines and policies, and must be in place before the employee begins teleworking.

Section 5. When a bargaining unit employee makes a request to telework, the Agency will consider the following criteria in exercising the authority to grant or deny the request:

- a. the reasonableness of the request;
- b. the workability of the request; and
- c. the effect of the request upon the efficiency of the service.

The Agency agrees that all determinations will be made in a fair, objective, and equitable manner, and based on sound business practices, not arbitrary limitations.

Section 6. Denial and termination decisions must be based on business needs or performance, not personal reasons. The denial or termination shall be in writing and include information about the specific business needs or performance reasons as well as information about when the employee might reapply, and also if applicable, what actions the employee should take to improve his/her chance of approval.

Section 7. Employees may change their telework days, with prior approval of their supervisor.

ARTICLE 38

Holidays

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

Section 2. The following are legal holidays:

- New Year's Day - January 1
- Martin Luther King, Jr. 's Birthday - third Monday in January
- President's Day - third Monday in February
- Memorial Day - last Monday in May
- 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	Tuesday	Following Friday

Wednesday Thursday	Wednesday Thursday	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

Section 4. To the extent that staffing and workload permit, employees scheduled to work on actual established legal holidays or days observed in lieu of such holidays shall be given such day off if they so request.

Section 5. Historically, work requirements are significantly reduced during the Christmas, New Year's, and Thanksgiving holiday periods. As many employees as feasible shall be excused from duty on these holidays or their day in lieu of; and only as many employees as necessary to meet staffing and workload requirements will be required to work. When determining staffing on these holidays or days in lieu of holidays, the Agency will first excuse employees from duty based on the record of pending leave under Article 40, Section 8. If it is necessary for the Agency to involuntarily excuse employees from duty, the Agency will do so in inverse SCD seniority order from among qualified employees. The Agency shall post a list of employee assignments thirty (30) days in advance. Once posted, the assignments shall not normally be changed without consent of the employee(s) involved. If the Agency fails to post the list of employee assignments with at least thirty (30) days notice, no employees will be involuntarily excused.

Section 6. Employees assigned to the basic watch/aircrew schedule whose schedule calls for them to work on holidays or in lieu of days not covered in Section 5 will not normally be excused from duty on a holiday or a day in lieu of a holiday without the employee's consent. An employee excused from duty under this Section will be provided with an explanation upon request.

Section 7. If the actual holiday falls in the middle of the employee's workweek, the Agency, at an employee's request, will change the employee's regular days off to provide three (3) or four (4) days off in succession unless staffing and workload do not permit or such change would result in increased costs for premium pay.

Section 8. The Agency reserves the right to excuse employees working a conventional workweek from all holidays, voluntarily or involuntarily, staffing and workload permitting.

ARTICLE 39

Shift Adjustment for Education

Section 1. An individual's request for shift or watch schedule adjustments for the purpose of continuing off-duty education or professional training shall be handled on an individual basis and will not be arbitrarily denied. However, the Agency agrees that in no instance shall shift or watch schedule adjustments for this purpose require scheduled overtime expenditures or interfere with the watch schedule rotation of any other employee at that location, without the consent of the employee so affected. No employee may receive preference at the expense of another unless both employees agree to the arrangement.

Section 2. Employees engaged in off-duty education or professional training shall be entitled to all benefits in accordance with the FAA Personnel Management System and directives provided the agency has agreed in advance to pay for such non-governmental training.

ARTICLE 40

Annual Leave

Section 1. Annual leave shall be administered in accordance with HRPm LWS-8.3, associated directives, and this Agreement.

Section 2. Annual leave may 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 LWS 8.3.
- e. In determining years of service, an employee is entitled to credit for all service of a type that would be creditable under 5 USC 8332, regardless of whether or not the employee is covered by Subchapter III of Chapter 83.

Section 4. Employees may be advanced the annual leave that will be earned by the employee within the leave year, and may request the use of this leave at any time during that leave year.

Section 5. Accrued annual leave may be carried over to the next leave year in accordance with the HRP LWS-8.3 and applicable directives.

Section 6. It is the responsibility of the employee and the Agency to plan leave in a manner so as to avoid loss of leave at the end of the leave year.

Section 7. Annual Leave Planning Process: The Parties agree that the scheduling of leave by an employee as far in advance as possible is consistent with FAA directives, and contributes to an efficient and effective government. The following process will be used to facilitate the scheduling of an employee's annual leave:

- a. Annually, subsequent to the development of the watch/work/aircrew schedule, the Agency will develop an Annual Leave Planning Schedule (ALP Schedule), which will identify annual leave opportunities throughout the upcoming leave year, based upon the Agency's determination of the staffing and workload needs of the facility/office, which will include training assignments. The Union will be provided an advance copy of the ALP Schedule and a general explanation of the Agency's rationale in determining leave opportunities, and will be given an opportunity to discuss any concerns prior to the Agency's decision to finalize the ALP Schedule.
- b. In the event no annual leave opportunities exist on a specific day, the Agency will annotate the reason(s) for its decision on the ALP Schedule.
- c. Seniority under this process will be by Service Computation Date (SCD), unless otherwise mutually agreed to at the local level.
- d. Upon the finalization of the ALP Schedule, each bargaining unit employee will, upon notification, be provided a reasonable period of time to select one period of annual leave, of up to twenty-one (21) contiguous days, in seniority order. Employees are restricted to selecting only those day(s) on which a leave opportunity has been identified. The Agency shall approve the annual leave

based upon the existing available leave opportunity, and will not subsequently cancel such request to the maximum extent practicable.

- e. At the completion of the process above, each bargaining unit employee in seniority order will be provided an additional opportunity to select a period of up to fourteen (14) contiguous days of annual leave, based upon the remaining leave opportunities on the ALP Schedule. Employees are restricted to selecting only those day(s) on which a leave opportunity has been identified. The Agency shall approve the annual leave based upon the remaining available leave opportunities. Staffing and workload permitting, the Agency will not cancel annual leave approved under the provisions of this subsection.
- f. The annual leave selection process in subsection e. will be repeated once, unless otherwise agreed by the Parties at the local level.
- g. At the completion of the selection process, the Agency will post a final copy of the ALP Schedule, which will reflect the approved annual leave as selected by the employees. The Union will be provided a copy of the final ALP Schedule before it is posted.
- h. The annual leave planning process shall be completed at least one full pay period prior to beginning of the leave year.

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 with the following exceptions:

- a. In the event multiple requests are received on the same day and for the same period and no request has yet been approved, then approval will be based on seniority.
- b. In the event multiple requests received on the same day and for the same period are disapproved, seniority will be used to prioritize the requests.

At the employee's request, annual leave 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. Requests to cancel annual leave with twenty-four (24) hours notice to the Agency shall be granted. Unless staffing and workload do not permit, requests to cancel annual leave with less than twenty-four (24) hours notice to the Agency shall be granted. An employee who cancels annual leave and returns to duty shall be assigned to work the shift which he/she would have worked, if the annual leave had not been scheduled, unless staffing and workload dictate or allow assignment to a different shift.

Section 10. Approved annual leave for a period of one day or more shall be posted on the ALP Schedule when practicable.

Section 11. Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave.

Section 12. The Agency will notify the Union, at the national level, when the Agency makes the decision to place any facility in a leave exigency status. Upon written request of the Union, the Agency shall provide, in writing, within fourteen (14) days, the justification the Agency used in determining the need for the facility to be placed in a leave exigency status.

In the event a leave exigency exists, the Parties at the 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 13. Restoration of use or lose leave will be in accordance with LWS 8.3, FAA directives, and this Agreement. In the event an employee is unable to schedule his/her 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 his/her use or lose annual leave before the end of the leave year. In the event sufficient dates cannot be granted, the Agency will consider if the circumstances in total warrant consideration of leave restoration. Under the provisions of this Section, prior approval of the leave is not required in order to be considered for restoration.

Section 14. Except as authorized in OPM regulations, no employee will be forced to take annual leave.

Section 15. Employees shall not be required to provide reasons for annual leave requests.

Section 16. Except as otherwise provided for in this Agreement, employees are covered by the annual leave and lump sum payment provisions contained in 5 USC Chapter 55, Chapter 63 and the associated regulation in 5 CFR.

ARTICLE 41

Sick Leave

Section 1. Full time employees earn and are granted sick leave at a rate of four (4) hours per pay period. Part time employees earn and are granted sick leave at a pro-rated amount.

Section 2. Sick leave must be granted when an employee meets one of the following conditions:

- a. is incapacitated and cannot perform the essential duties of his/her position because of physical or mental illness, injury, pregnancy or childbirth;
- b. receives medical, dental or optical examination or treatment;
- c. would, per a health authority with jurisdiction or a health care provider, jeopardize the health of others due to exposure to a communicable disease.

Section 3. The number of hours of sick leave used shall not, in and of itself, constitute sufficient cause for sick leave counseling.

Section 4. Employees may use sick leave for general family medical care and bereavement purposes as follows in order to:

- a. provide care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental or optical examination or treatment;
- b. make arrangements necessitated by the death of a family member or attends the funeral of a family member.

Full-time employees may use up to one hundred four (104) hours of sick leave per year for these purposes. Part-time employees use a pro-rated amount.

Section 5. Full-time employees may use a total of four hundred eighty (480) hours of sick leave each leave year to care for a family member with a serious health condition. However, the total allowable amount of sick leave entitlement under Sections 4 and 5 may not exceed four hundred eighty (480) hours. Any sick leave taken under Article 43 to care for a family member is deducted from the four hundred eighty (480) hour entitlement under this section.

Section 6. Whenever an employee's request for sick leave is disapproved, he/she shall be given a written reason, if requested.

Section 7. Employees should request leave in advance for pre-arranged optical, medical or dental appointments. However, if the absence is unplanned, the Agency must be notified before or within the first hour of time the employee is scheduled to report for duty, unless in the judgment of the Agency, there are extenuating circumstances which prevent the employee from doing so. In cases of extended absences, and when an employee provides the Agency with a tentative return to work date, he/she 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 he/she will be required for a period of time, not to exceed six (6) months, to furnish a medical certificate for each subsequent absence. When it has been determined by the Agency that the requirement is no longer necessary, the employee shall be notified and the previous notice(s) shall be removed from the records and all copies shall be returned to the employee.

Section 10. Except as otherwise provided in Section 9, an employee who, because of illness, is released from duty, shall not be required to furnish a medical certificate for the day released from duty.

Section 11. Employee's requests for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

Section 12. Except in cases of abuse, sick leave usage will not be a factor for promotion, discipline, or other personnel action. The Parties understand that the Agency may take appropriate action when an employee is medically unable to perform the duties of 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 he/she does not intend to return to duty;

- b. when available information indicates that his/her return is only a remote possibility;
- c. he/she has filed or the Agency has filed an application for disability retirement; or
- d. he/she has signified his/her intention of resigning for disability.

Employees may be required to furnish a medical certificate in order to be advanced sick leave under this section. Pro-rated calculations for part-time employees shall be in accordance with LWS-8.1, Section 7.

Section 14. When an employee becomes seriously ill or injured at work, the Agency shall arrange for transportation to a physician, medical facility or other employee designated location. The Agency shall be responsible for notification of the occurrence and location of the employee to the employee's family or designated person if requested by the employee.

Section 15. When an employee is unable to do so because of serious injury or illness, the Agency shall make every reasonable effort to assist the employee's family in filing the appropriate documents for entitlements to the employee or the employee's family.

Section 16. Bargaining unit employees covered by the Federal Employees Retirement System (FERS) whose effective day of retirement is prior to January 1, 2014 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 his/her accumulated sick leave as of the effective day of his/her retirement, unless a law, rule or regulation provides a greater benefit.

ARTICLE 42

Sick Leave Conversion

Section 1. Absences originally charged to sick leave may be converted to annual leave prior to the employee's submission of his/her 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, he/she may substitute annual leave if all of the following conditions are met:

- a. an employee requests the substitution in writing; and

- b. substitution of annual leave for advanced sick leave is not to avoid forfeiting annual leave at the end of the leave year; and
- c. the substitution and charge of annual leave occurs before the end of the leave year, and there is sufficient time left in the leave year to use the annual leave if the substitution is not approved; and
- d. the approving official certifies in writing that the annual leave to offset the advanced sick leave would have been granted before the end of the leave year if requested by the employee.

When a request for substitution of leave is approved, a memorandum of approval, the employee's request, and the manager's certification must be forwarded to the payroll office.

ARTICLE 43

Family and Medical Leave

Section 1. Family and Medical leave shall be administered in accordance with applicable law and regulations, HRPM LWS-8.20, 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 in a 12-month period for the following:

- for the birth and care of a son or daughter;
- for the placement of a son or daughter for adoption or foster care with the employee;
- to care for the employee's spouse, son, daughter, 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 (12) month period shall be subject to staffing and workload.

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 CFR 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, son, daughter, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, who incurred a serious injury or illness in the course of active duty shall be entitled to up to a total of twenty-six (26) work weeks of military caregiver leave (also known as Covered Servicemember Leave) during a single twelve (12) month period to care for the servicemember, in accordance with HRPM LWS 8.20.

If both spouses are employed by the Agency and are eligible for FMLA, there is a limitation of a combined total of twenty-six (26) workweeks for military caregiver leave (i.e., care for a covered servicemember with a serious injury or illness). The twenty-six (26) workweeks described in this Section are inclusive of the twelve (12) work weeks described in Section 2.

Section 8. An employee may elect to substitute paid leave for LWOP taken under FMLA. The Agency may require employees to substitute paid leave for LWOP taken under FMLA subject to the following conditions:

1. An employee shall choose the type of paid leave to substitute for FMLA LWOP and the order of any such paid leave substitution.
2. An employee may elect, but shall not be required, to substitute previously scheduled annual leave.
3. An employee may elect, but shall not be required, to substitute sick leave to care for a family member in the event that the Agency requires the substitution of paid leave for FMLA LWOP to care for a family member.

4. An employee may elect, but shall not be required, to deplete their accrued sick leave balance below 80 hours when the Agency requires the substitution of paid leave for FMLA LWOP.
5. Where an employee has insufficient paid leave to cover the entire period for which 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; brothers and sisters, 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 44

Leave for Special Circumstances and Excused Absences

Section 1. Excused absences shall be administered in accordance with HRPM LWS-8.8 and this Agreement. When the approval of excused absence is discretionary, the approving official should consider equity, consistency, workload, and the cost to the Agency. For the purposes of this Agreement, excused absence is defined as an employee's absence from duty and duty station without loss of, charge to, or reduction of an employee's leave, pay or benefits.

Section 2. The types of absences included in this Article are those which have been provided by law, government wide regulation, directives, White House memoranda, and other situations recognized by the Comptroller General as being appropriate for excused absence for brief periods of time. Absences related to special military operations or activity shall be handled in accordance with Article 52 of this Agreement.

Section 3. In the event the Agency determines that a condition exists at a facility/office that impacts employee safety or security and requires the release of employees from duty, those employees released will be on excused absence.

Section 4. 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. The Parties agree that where voting polls are not open for three (3) hours before or after working hours, an employee may be granted an amount of excused absence which will permit him/her to report for work three (3) hours after the polls open or leave work leave three (3) hours before the polls close, whichever requires the lesser amount of time off.

Section 6. An appropriate management official may grant excused absence for a brief period of time for an occasional absence from duty or tardiness.

Section 7. In the event of a death in an employee's family, at the discretion of the employee, up to ten (10) days of annual leave or leave without pay (LWOP) shall be granted. For the purposes of this Section, "family" is defined as the employee's father, mother, son, daughter, brother, sister, grandparent, grandchild, uncle, aunt, cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father/mother/sister/brother/son/daughter, half-brother, half-sister, life or domestic partner, relatives permanently residing in the employee's household or with whom the employee permanently resides, and any individual related by blood or affinity whose close association with the deceased was such as to have been equivalent to that of a family relationship.

Section 8. An employee must be granted funeral leave as needed and requested not to exceed three (3) workdays to make arrangements for, or to attend the funeral or memorial service of a family member who died as a result of a wound, disease, or injury incurred while serving as a member of the armed forces in a combat zone. All permanent full-time or part-time, temporary for a year or more, and indefinite employees are eligible for funeral leave.

For the purpose of this Section, family member is defined as: spouse, and parents thereof, children, including adopted children, and spouses thereof, parents, brothers and sisters, and spouses thereof, and any individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

Funeral leave is granted without loss of or reduction in pay, leave to which he/she is 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. The Parties recognize that the United States is a global aviation leader in terms of innovation, complexity, efficiency and safety. Through partnerships, associations, and collaborative efforts, the Parties are working with the rest of the world towards the goal of achieving the highest standards of safety and efficiency globally.

Once annually the Union may provide the Agency the name of one (1) employee who is designated as a member of standing committees of the IFATSEA. The designated

IFATSEA participant shall be granted up to one hundred and twenty (120) hours of excused absence annually, provided the Union at the national level gives at least forty-five (45) days advance notice of the scheduled meeting(s).

Additionally, the Union at the national level may provide to the Agency the name of the individual who is designated as the IFATSEA representative to the International Civil Aviation Organization (ICAO). Upon request, this person shall be granted up to sixteen (16) weeks of excused absence annually. Requests for excused absences shall be made at least twenty-eight (28) days in advance. This representative will provide periodic updates to a designated Agency point of contact, if requested.

The employee performing the functions under this Section who is otherwise entitled to premium pay or differentials, will not receive such premiums or differentials while acting as a representative under this Section. Therefore, prior to approving excused absence under this Section, the Agency may adjust the schedule of the employee to reflect an administrative workweek, to the extent practicable.

Section 10. Up to sixty-four (64) hours of excused absence, as requested by the employee, shall be granted for arrangements incident to a change in the employee's official post of duty, regardless of whether or not the residence is being relocated. Excused absence may be granted up to two (2) years from the effective date of the permanent change of official post of duty. Employees may be required to provide justification for the use of this time. The Agency will make a reasonable effort to accommodate the employee's requested time period, but may offer alternate time periods based on staffing and workload. This Section is not inclusive of any time provided for "house hunting".

Section 11. The Agency shall provide employees with seven (7) days excused absence in a calendar year to serve as a bone marrow donor and thirty (30) days excused absence in a calendar year to serve as an organ donor.

Section 12. In accordance with Agency directives, excused absence may be made available for other circumstances.

ARTICLE 45

Jury Duty and Court Leave

Section 1. Performance of jury duty is considered a basic civic responsibility of all employees of the Agency. Although temporary loss of the employee's service may impair operating capabilities, the employee's civic duty is of overriding importance.

Section 2. Employees assigned to night duty shall be granted court leave on the days on which court duty is to be performed when attendance in court would cause them to lose time needed for rest.

Section 3. If an employee's regularly scheduled tour of duty for the period covered by court leave includes any overtime or holiday, Sunday, or night shift work, the employee is entitled, except to the extent prohibited by applicable law, to all other such pay as if this time were worked and the employee had not been on court leave for the judicial proceedings. Generally, fees received for jury duty or witness service on a non-work day, 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, his/her regular days off shall be changed to coincide with his/her 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 his/her 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, he/she is in an official duty status as distinguished from a leave status, and is entitled to his/her 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 his/her attendance in court.

ARTICLE 46

Leave Transfer

Section 1. The Voluntary Leave Transfer Program (VLTP) shall be administered in accordance with HRPM LWS 8.12 and this Agreement.

Section 2. The Parties agree with the voluntary leave transfer program (VLTP), which provides for the voluntary transfer of unused accrued annual and sick leave from a leave donor for use by an approved leave recipient.

Section 3. A leave recipient under the VLTP may use leave transferred to the leave recipient's accounts only for the purpose of a medical emergency for which the leave recipient was approved.

Section 4. The Emergency Leave Transfer Program (ELTP) will be administered in accordance with HRPB LWS-8.13 Emergency Leave Transfer Program (ELTP). Bargaining unit employees shall be eligible to participate in the ELTP. ELTP, a voluntary program, was established so employees can donate annual or sick leave for transfer to a current FAA employee who was adversely affected under "Operation Enduring Freedom" or "Noble Eagle" or an emerging disaster that was the result of the September 11, 2001, terrorist actions. 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.

ARTICLE 47

Overtime

Section 1. Employees shall be compensated for overtime work performed in accordance with applicable laws, directives and this Agreement. Overtime pay computations for non-exempt bargaining unit employees must be made solely in accordance with the Fair Labor Standards Act (FLSA) regulations in 5 CFR Part 551 and this Agreement. Employees are not eligible for overtime pay for work in excess of eight hours in an administrative workday, except in cases where they have been called in before the beginning, or held over beyond the end, of their scheduled assignment. For the purpose of this provision, all hours in a paid leave status are considered hours of work.

Section 2. FLSA non-exempt employees shall receive adjusted base pay plus one-half of their regular rate for all FLSA overtime work. Overtime pay is paid in addition to any other premium pay and/or differentials, regardless of when the overtime was assigned to the employee. The increment of payment shall be one (1) minute. All time worked, including hours and minutes, shall be recorded on a daily basis.

Section 3. FLSA non-exempt Engineering Services (ES) employees shall receive FLSA overtime pay for all overtime hours worked. FLSA exempt ES personnel will be paid true time and one-half overtime when all of the following conditions are met:

- a. the overtime is coordinated, in advance, with the appropriate supervisor;
- b. the requirement to work overtime is due to either Air Traffic or Technical Operations restrictions on impacting facility services, due to the criticality of local

operations thus requiring the work to be performed at times other than normal duty hours; and

- c. the overtime work is of a type normally performed by operational technicians/specialists such as any of the following duties:
 - 1. installation of any approved electronic modification
 - 2. participation in flight inspections
 - 3. participation in operational testing and alignment using live ATC data
 - 4. preparation of Technical Reference Data Record (TRDR) in accordance with 6000.15
 - 5. on-site acceptance testing with contractors
 - 6. hardware/software system shakedowns
 - 7. facility restoration

The basic installation tasks associated with site preparation (rack, cable, demarc, conduit, wiring, etc.) are still considered ES type work and do not entitle FLSA exempt ES personnel to true time and one-half overtime, except as described above in this Section.

Section 4. Whenever regularly scheduled overtime work is to be performed, it shall be made available to qualified employees in a fair and equitable manner. The Agency shall maintain a current, accessible record of overtime usage and distribution. Declinations of regularly scheduled overtime will count as though the opportunity was accepted. The Agency shall provide the Union a current copy of the record upon request.

Section 5. Employees shall not be considered eligible for an overtime assignment when, in the judgment of the Agency, their health or efficiency may be impaired. The criteria for eligibility used by the Agency shall be objective, in writing and applied in an equitable manner. Upon request, the criteria will be provided to the Union.

Section 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. Upon request of the employee, he/she 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 8. When an employee is required to work an extended number of hours outside of his or her normal workday, the Agency may grant an employee excused absence on his/her subsequent shift in accordance with HRP LWS-8.8, paragraph 7(e). The Agency will normally respond to an employee's request for excused absence in a timely manner.

Section 9. Overtime scenarios.

- a. An employee required to return to his or her place of employment or to travel directly to a temporary duty site for scheduled or unscheduled duty shall be provided the opportunity to work a minimum of two (2) hours overtime for each separate occurrence. This includes callback overtime assignments.
- b. When an employee is assigned overtime work on his/her regularly scheduled day off to cover for the absence of a specific employee on a specific shift assignment or a traditional work schedule, the employee shall be provided the opportunity to work a minimum of eight (8) hours.
- c. When an overtime assignment immediately precedes or follows an employee's regularly assigned shift, he/she will be provided the opportunity to work a minimum of one (1) hour.
- d. **Remote Restoration** - An employee called during non-duty hours to remotely restore a facility using equipment assigned by FAA, shall be provided the opportunity to work a minimum of one (1) hour overtime.
- e. **Technical Assistance** - At the direction of an appropriate management official, an employee called during non-duty hours to provide technical assistance shall be provided the opportunity to work a minimum of thirty (30) minutes overtime.

Any of the above activities occurring during the same period of time for which overtime compensation is already being paid shall not result in additional overtime compensation.

Section 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 Parties recognize that it is undesirable to use an employee to cover a portion of time at the beginning of an open watch, have the employee take some time off, then have the same employee return to cover more of the same open watch. This may only be done at the request of the employee and when the needs of the Agency can be met.

Section 13. 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 14. In matters relating to whether an employee is exempt or non-exempt under the FLSA, as amended, the compliance and complaint system of the OPM shall be the procedure followed, in addition to any other procedure available under law, rule or regulation. Overtime related complaints, other than those dealing with an employee's exempt or non-exempt status, are subject to the negotiated grievance procedure.

ARTICLE 48

Compensatory Time

Section 1. FLSA nonexempt employees shall continue to be paid for unused compensatory time in accordance with all applicable FLSA laws, rules, regulations and this Agreement.

Section 2. FLSA exempt employees shall be paid for unused compensatory time in accordance with this Agreement and FAA directives.

Section 3. Compensatory time must be used within twenty-six (26) pay periods. After twenty-six (26) pay periods the compensatory time will expire, be removed from the employee's balance of compensatory time and treated as follows, depending on the employee's FLSA status.

- a. Beginning May 14, 2007, non-exempt employees who fail to use compensatory time within twenty-six (26) pay periods of when earned shall be paid for the expired compensatory time.
- b. FLSA exempt employees who fail to use compensatory time within twenty-six (26) pay periods of when earned shall forfeit the compensatory time unless the failure to take the compensatory time off is due to an exigency of the service beyond the employee's control. If an exigency exists, as defined in this Agreement, the employee shall be paid for the expired compensatory time at the rate which it was earned.

Section 4. Compensatory time earned prior to March 16, 2008, by exempt employees shall be grandfathered indefinitely. With respect to the grandfathered compensatory time, exempt employees shall be compensated for any balance that remains upon retirement, transfer to another agency or departure from federal service.

Section 5. Compensatory time used shall be subtracted from the compensatory time set to expire first.

Section 6. An employee, whether exempt or nonexempt, shall be paid for unused compensatory time under the following circumstances:

- a. the employee is separated or placed in a leave without pay status to perform military service as defined in 38 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 his/her 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. Subsequent to the effective date of this Agreement, non exempt employees shall not be eligible to earn compensatory time.

Section 10. A bargaining unit employee may use compensatory time in lieu of sick leave requested due to the incapacitation of the employee. Compensatory time may not be substituted for sick leave taken under family friendly leave policies.

Section 11. Should the application of the Fair Labor Standards Act requirements for employees covered by this Agreement be changed through issuance of regulations, a final

adjudicated decision, or an amendment to the applicable laws, the Parties shall meet within thirty (30) days of the change for the purpose of bargaining the availability of programs based upon the new and/or revised interpretation of regulations and/or law.

ARTICLE 49

Compensated Telephone Availability

Section 1. Compensated Telephone Availability (CTA) for response activities shall be administered in accordance with Agency Directives and this Agreement. The Parties recognize the importance of minimizing restrictions on employees' free time, consistent with staffing and workload, and adequately compensating employees for such restrictions.

Section 2. CTA is a type of compensation intended to ensure personnel are available to perform response activities in situations where it is not efficient to utilize callback or scheduled overtime. CTA requires an assigned employee to be available for immediate response for duty, and the assigned employee must be in a state of readiness as defined by DOT/FAA Directives and respond when called. An employee must remain within an area where the commute to their normal duty station is no more than twenty (20) minutes greater than their regular commute.

Section 3. When assigned CTA, and an employee is notified that he/she must report to his/her duty station or work location, he/she shall depart for the duty station or work location within a reasonable time.

Section 4. Employees assigned to CTA shall be compensated twenty percent (20%) of their hourly rate of Adjusted Base Pay and shall be paid for the entire duration of the assignment.

Section 5. Overtime compensation for employees who respond while in a CTA status shall be paid in accordance with Article 47, Overtime. CTA compensation ceases during the payment of overtime.

Section 6. The Agency will furnish the employee with the appropriate Government Furnished Equipment (GFE) for the purpose of responding while assigned CTA.

Section 7. The Agency shall determine the types of employees, hours of the day, and days of the week when CTA will be assigned. CTA requirements will be identified and communicated to employees as far in advance as possible. CTA assignments will be made in a fair and equitable manner among qualified volunteers. When there are insufficient volunteers, the Agency will assign CTA to qualified employees as determined by the Parties at the local level. If the Parties at the local level are unable to agree on a CTA assignment process when there are insufficient volunteers, the Agency shall make assignments in a fair and equitable manner among qualified employees. CTA

will be assigned for a specific period of time, which may extend over a twenty-four (24) hour period. To the maximum extent practicable, the Agency will not involuntarily assign CTA on an employee's RDO.

When CTA is involuntarily assigned for a period that is not contiguous with the employee's regular work assignment, the employee shall be assigned for a period of not less than four (4) hours, unless the employee and Agency agree on a shorter period.

Section 8. The employee has no further obligation to respond to paging or communications devices received for CTA once the employee's CTA period has been completed. Outside of CTA, normal callback procedures will apply.

Section 9. Employees assigned CTA shall not be called in for the purpose of random drug/alcohol testing.

Section 10. Requested exchanges of CTA assignments between qualified bargaining unit employees will be approved by the Agency.

Section 11. When the Agency decides to implement CTA in a work unit following the effective date of this Agreement it will notify the appropriate Union Representative. The parties will meet as soon as possible to discuss the reasons for implementing CTA for scheduled events or recurring needs, including the expected duration of the assignment. Records of CTA usage will be made available to the Union upon request.

In the event there is a significant increase in scope of the Agency's use of CTA during the term of this Agreement it will notify and meet with the appropriate Union Representative.

Section 12. Annually, the Parties will meet at the national level to review CTA usage.

ARTICLE 50

Hazardous Duty/Environmental Differential/Danger Pay

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

Section 2. Hazardous duty pay will be paid to FV employees in accordance with 5 CFR Part 550, Subpart I, applicable directives, the Parties' Compensation Plan, and this Agreement. Environmental differential pay will be paid to FW and FL employees in accordance with 5 CFR Part 532, Subpart E, applicable directives, the Parties' Compensation Plan, and this Agreement. Hazardous or environmental conditions may be mitigated in accordance with applicable regulatory standards for reducing or alleviating

the hazard or environmental condition. When such standards are met, the Agency may not be obligated to pay hazardous duty pay or environmental differential pay.

Section 3. The Employer shall notify the Union, at the appropriate level, whenever a hazard assessment is to be conducted for the purpose of entitlements under Section 2. The Union shall be given the opportunity to comment and provide additional information that could be used in a hazard assessment. Any proposed changes to the entitlements in Section 2 or any proposed additional entitlements under this Article shall be negotiated by the Parties under Article 70 of this Agreement.

Section 4. Where appropriate, danger pay will be granted in accordance with FAA policy.

ARTICLE 51

In Charge Premiums Employee In Charge (EIC) NAS Area Specialist (NAS) In Charge (NIC)

Section 1. Notwithstanding the provisions of Article 68, with respect to the Front Line Manager (FLM) and NAS Operations Manager (NOM) positions, the Agency shall have the option of granting a temporary promotion under the provisions of Article 68 or applying the provisions of this Article for assignments of less than fifteen (15) consecutive days regardless of the length of the absence of a FLM or NOM.

Section 2. Employee In Charge.

- a. When a bargaining unit employee, who has not been temporarily promoted to a FLM position, is assigned to perform FLM duties, he/she 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. NAS In Charge.

- a. When a NAS Area Specialist (NAS), who has not been temporarily promoted to a NOM, is assigned to perform NOM operational responsibilities, he/she shall be granted NAS In Charge (NIC) premium pay during the absence of a NOM. The NIC assignment must be made by the Agency prior to the NAS assuming NOM operational duties.
- b. NIC premium pay shall be paid at the rate of eight percent (8%) of the employee's hourly rate of adjusted basic pay times the number of hours and portions of hours during which a NAS is assigned as the NIC. This premium pay is paid in addition to any other premium pay or differential.

Section 4. When making assignments under this Article, the Agency will take into consideration the individual skills of the employee, and the efficiency of the operation. Employees who will not be considered for these assignments will be advised by the Agency. Upon request, the employee shall be provided with the reasons and the areas in which the employee needs to improve in order to be considered for future assignments.

ARTICLE 52

Special Military Operations Program, Military Leave and Reservist Differential

Section 1. Employees working at military installations shall be covered by this Agreement.

Section 2. The Union's national, regional and local officers as well as the employee's representative shall have access to facilities where bargaining unit employees 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 his/her 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 his/her 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 HPRM 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 his/her intent to return.
- d. In order to establish eligibility, an employee must present copies of his/her 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 53

Veterans Rights and Disabled Veterans Affirmative Action Program

Section 1. The Agency agrees to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) as required by 38 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 USC Chapter 42.

ARTICLE 54

Occupational Safety and Health

Section 1. General.

- a. The Agency shall comply with all applicable federal regulations associated with occupational safety and health, including but not limited to: Executive Order 12196; P.L. 91-596; 29 CFR 1910; 29 CFR 1926; 29 CFR 1960; FAA Order 3900.19; 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 CFR Part 1960; an OSHA Variance per section 6 of the OSH Act of 1970 and 29 CFR 1905; a Petition for Modification of Abatement (PMA); an Agency request to extend the abatement date(s) of an OSHA citation; or Agency request for a OSHA hearing for the purpose of challenging a ruling or citation.
- d. The Agency shall make every reasonable effort to provide and maintain safe and healthful working conditions. Factors to be considered include, but are not limited to, proper heating, air conditioning, ventilation, 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 his/her right under 29 CFR 1960.10, or the right to decline an assigned task because of a reasonable belief that under the circumstances the assigned task poses an immediate risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures in accordance with 29 CFR 1960.46(a). Employees are encouraged to report any unsafe or unhealthful condition first to their immediate supervisor prior to taking further action.
- f. The Agency acknowledges that the responsibility to provide safe and healthful working conditions for its employees extends to non-FAA owned or controlled

locations under 29 CFR 1960.1(g) and the current version of OSHA's Multi-Employer Policy, CPL 2-0.124.

- g. The Agency shall provide all required training to Union-designated Occupational Safety, Health, and Environmental Compliance Committee (OSHECCOM) members, other Union representatives and bargaining unit employees in accordance with applicable regulations, agreements, directives and charters.
- h. At each facility, in an area frequently visited by Technical Operations employees, a "Safety Bulletin Board" shall be provided for the purpose of posting official FAA safety notices, monitoring data, the annual Occupational Illness/Injury Report and similar material. A readily accessible area shall be established within employee work areas for clean storage of flashlights and other general safety-related items and equipment needed in the work area.

Section 2. OSHECCOM.

- a. The Agency agrees to continue OSHECCOM, in accordance with Executive Order 12196 and the National OSHECCOM Charter. The following procedures shall apply to established OSHECCOMs:
 - i. **National OSHECCOM:** The committee will meet in accordance with the National OSHECCOM Charter. The Union shall be entitled to designate one (1) representative.
 - ii. **Sub-National OSHECCOM:** The current National OSHECCOM Charter provides for Regional/Center level OSHECCOMs. These committees will meet in accordance with the National OSHECCOM Charter. The Union shall be entitled to designate one (1) representative per Region. If any additional Sub-National OSHECCOMs are established, the Union shall be entitled to designate one (1) representative for each committee, unless otherwise provided by the applicable charter.
 - iii. **Establishment Level OSHECCOM:** The establishment (local) committees will meet in accordance with the National OSHECCOM Charter.
 - a. Union OSHECCOM representative(s) shall be on duty time, if otherwise in a duty status, and entitled to travel and per-diem when participating in OSHECCOM meetings, training, and other internal activities requested by the OSHECCOM and approved by the Agency. If requested by the representative, the Agency shall make every reasonable effort to change his/her days off to allow participation in a duty status.

- b. The Union shall be entitled to designate a minimum of one (1) representative to work with the Agency anytime the National OSHECCOM Charter is to be modified or revised.
- c. 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, and EPA, OSHA, ACGIH and AIHA guidelines. All test results shall be provided to the Union representative as soon as they are available.

Section 3. National and Regional/Service Area Safety Representatives.

- a. **National Safety Representative.** The Union may designate a full time National Safety Representative. This representative shall serve as the Union's representative of the National OSHECCOM, and will serve as the point of contact for all national level occupational safety and health (OSH) issues and other related matters. This representative shall be granted eighty (80) hours of official time per pay period and shall be entitled to travel and per diem in accordance with the OSHECCOM Charter.
- b. **Regional Safety Representatives.** The Union shall designate one (1) representative for each of the Agency's nine (9) Regions. These representatives will represent the Union at their respective regional level OSHECCOM, and will serve as the points of contact at the Service Area level on OSH issues and other related matters arising in their Region. All three (3) Regional Safety Representatives will be engaged by the Agency regarding OSH issues involving the entire Service Area.

Regional Safety Representatives shall be authorized official time when performing OSH related representational activity or attending OSH training, and when traveling to and from such activities, if otherwise in a duty status. These representatives shall be entitled to travel and per diem in accordance with the OSHECCOM Charter.

- c. The Union's National and Regional Safety Representatives shall be provided with travel and per diem when participating in committee, joint conference, or other meeting concerning OSH conducted by the Agency to which the representative has been invited.
- d. The Union at the appropriate level will provide the Agency with a list of the individuals appointed as National and Regional Safety Representatives at least thirty (30) days prior to their appointment, if practicable. The Union will update the list as necessary.

Section 4. Facility Safety and Health Inspections 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 1, shall be entitled to official time, travel and per diem in accordance with this Agreement when participating during events covered by this Section. If the designated Union representative is not assigned within the organizational boundary of the site(s) being inspected, authorized travel and per diem will not exceed the amount that would have been provided to a representative 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 he/she 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 ATO Workplace Inspection Tool (WIT) database.

Section 5. Fire Life Safety and Emergency Egress.

- a. The Agency shall annually review emergency evacuation procedures with all personnel at each occupied facility. Employees shall receive emergency evacuation training from the Agency in accordance with 29 CFR 1910.38, 1910.39, FAA Order 3900.19, and NFPA 101 (Fire Life Safety Code). In addition, employees who work or maintain equipment at Air Traffic Control Towers (ATCTs), any additional training required by the FAA/OSHA Alternate Standard (29 CFR 1960.20) on "Emergency Exit in ATCTs" shall be provided.

- b. Where a required fire alarm system is out of service for more than four (4) hours in a 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 provides an equivalent level of safety.

Section 6. First-Aid, CPR, Occupational Injury and Illnesses and Related Subjects.

- a. Adequate first aid training will be provided in accordance with 29 CFR 1910.151(b) and Agency directives, in addition to any specific training requirements contained in OSHA regulations. 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 blood-borne 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 CFR 1910.1020(c)(5), and a Medical Record, as defined §1910.1020(c)(6), where required by OSHA and other federal regulations, for each affected bargaining unit employee where a known or potential incident has occurred. OSHA's definition of "exposed" or "exposure" shall apply. This shall include cases associated with, but not limited to: radiation, asbestos, indoor-air quality, and noise levels above the OSHA PEL.
 - i. The Agency shall promptly notify the employee initially when the record is created and annually thereafter of the following information: the record's existence and storage location maintained or controlled by the Agency; the person responsible for maintaining and providing access to his/her record(s);

and the employee's rights of access to the record(s) in accordance with 29 CFR 1910.1020.

- ii. The Union shall have access to these records and other related information under §1910.1020 to the extent permitted by law.

d. Automated External Defibrillation (AED).

- i. The Agency has committed to a pilot program to implement a Public Access to Defibrillation (PAD) program. The pilot program was established in accordance with Department of Health and Human Services and General Services Administration guidelines. The Agency agrees to make every reasonable effort to complete the implementation of the PAD program prior to the end of this Agreement.
- ii. Within twenty-four (24) months of the signing of this Agreement, the Agency shall evaluate the feasibility of extending the PAD program to all other facilities.
- iii. The National Occupational Safety, Health and Environmental Compliance Committee (OSHECCOM) shall provide oversight and shall assist in the implementation and maintenance of the FAA-wide PAD program through the currently established PAD Program Working Group. Any workgroup established in regards to 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 7. Motorized Vehicles, Defensive Driving and Boating.

- a. Where employees require the use of special motorized vehicles (i.e., snowcats, tractors, forklifts, watercraft, etc.) in the course of performing their normal assigned duties, the Agency shall provide instructional training given by a qualified person. The employee shall be trained on the proper use and limitations of the vehicle; sound principles on safety; and similar information where accessories or attachments are used in conjunction with said vehicle. This Section applies to all motorized vehicles which are under the control of the Agency and/or to be used by the employee(s). The Agency shall prohibit the use of any unsafe vehicles, watercraft or their attachments.
- b. The Agency shall provide a watercraft safety course approved by the U.S. Coast Guard Auxiliary (Basic Skills and Seamanship Course or equivalent) and any

State training requirements for watercraft operators where the watercraft is placed in operation, prior to the use of the watercraft by an employee for his/her assigned work. All watercraft in use shall be equipped as required by US Coast Guard and State regulations.

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

Section 8. Drinking Water Quality and Testing.

- a. Drinking water testing shall be performed in accordance with Order JO 3900.61, Drinking Water Testing at Air Traffic Organization Facilities. The Agency shall test for evidence of drinking water contamination (by radon or other contaminants exceeding EPA water quality standards) at each facility/office, at least once every three (3) years and more often if there is evidence of possible contamination. If such testing validates the contamination, and if corrective action or abatement cannot readily be taken, the Agency will provide all the water and associated equipment or other potable water meeting EPA/OSHA standards for the use of all bargaining unit employees until the contamination has been corrected/abated, as evidenced by a normal water test taken at least ten (10) days following correction/abatement.
- b. The Agency agrees to promptly notify all bargaining unit employees when a potable water source is suspect of contamination, and promptly secure affected drinking water sources. Until the Agency receives drinking water sample results which prove that the drinking water meets EPA drinking water standards and shares those results with the Union, the Agency agrees to provide commercially-bottled drinking water to 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 9. Blood Borne Pathogens (BBP).

- a. If an employee believes he/she had unprotected contact with blood or “Other Potentially Infectious Material” (OPIM) from another individual, as defined in FAA Order 3900.19, while participating in an unanticipated “Good Samaritan” act at the workplace, the following shall occur:
 - i. the employee shall be permitted to complete a CA-1 form while on duty time;
 - ii. the employee should be encouraged to contact a FAA physician to discuss the incident. If the FAA physician recommends that the employee consult a private physician, the employee may do so on duty time. If OWCP will not

cover the cost of the consultation and any tests performed as a result, the FAA will pay for the cost;

- iii. if the employee is unable to contact an FAA physician within a reasonable time, he/she may consult a private physician on duty time. If the physician recommends evaluation and/or testing for blood borne pathogens, and OWCP will not cover these costs, the FAA will pay the costs. In such cases, the employee shall provide documentation of the treatment recommendation and treatment to the FAA;
 - iv. the employee will be released from duty to receive the medical consultation on duty time, within twenty-four (24) hours of the unprotected contact;
 - v. the employee will be provided a hard or soft copy of the latest version of the Agency's BBP policy contained in FAA Order 3900.19 as soon as possible after contact. In addition, a written or electronic copy of OSHA regulation 29 CFR 1910.1030 shall be made available to the employee;
 - vi. if a physician determines that an exposure has occurred, the employee shall be offered the Hepatitis B immune globulin (HBIG) treatment within 24 hours of the exposure. Any employee who declines the HBIG treatment shall be advised if not taken within 72 hours of the exposure; it may not provide the necessary level of protection needed.
- b. Blood-borne pathogen awareness training shall be included as part of the First Aid and CPR training. This training will include an overview appropriate for non-medical personnel, on topics described in 29 CFR 1910.1030(g), and the facility's post-exposure procedures.

Section 10. 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) for each chemical, pesticide or herbicide and shall make them readily accessible during each work shift to employees when they are in their work areas, per 29 CFR 1910.1200. Upon request, this information will be provided to the appropriate Union representative. Any pregnant/nursing employees or personnel with medical conditions which could be aggravated by the use of the chemicals, pesticides, or herbicides, shall be reasonably accommodated in a manner so as to prevent exposure. All hazardous chemicals, pesticides, and herbicides shall be used in accordance with applicable laws and manufacturer's guidelines. The MSDS shall become part of and preserved in the affected employee's exposure record as required by 29 CFR 1910.1020.

- b. The Agency shall provide a legible copy of the Hazard Communication Standard, 29 CFR 1910.1200, to any affected employee covered by the Hazard Communication Program. In addition, a copy shall also be made available to designated Union representatives, upon request.
- c. Prior to a contractor introducing a new hazardous chemical covered by 29 CFR 1910.1200 to an FAA-owned facility, the Agency will review the contents and listed hazards on the 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 11. Personal Protective Equipment.

- 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, 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.
- g. The Agency shall ensure that electrical PPE, including live line tools, is tested only by individuals who are qualified to perform such tests. Employees shall be trained by the Agency to perform visual inspection on rubber electrical PPE in accordance with the most current version of "Standard Guide for Visual Inspection of Electrical Protection Rubber Products," ASTM-F-1236.

Section 12. Respirators.

- a. The Agency shall provide a legible copy of the OSHA Respiratory Protection Standard, 29 CFR 1910.134, the agency policy contained in the latest version of FAA Order 3900.19, and the facility's Respiratory Protection Program, to any employee who is required to wear a respirator and upon request by a Union representative.
- 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 CFR 1910.134, Appendix C, (OSHA Respirator Medical Evaluation Questionnaire). The Employer shall not add additional questions to the medical questionnaire or seek additional medical related information from the PLHCP. Employees who wish to discuss the medical questionnaire and examination results with the PLHCP shall be permitted to do so on duty time.
- 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. If a tyvek suit or similar protective clothing is worn by the employee during the use of a respirator, body surface temperature and the work area's ambient air temperature shall be recorded and maintained. When there is a change in work area conditions or the degree of employee exposure or stress, the employer shall reevaluate the area/activity and make appropriate changes to maintain the safety of the employee. The information collected by the Agency under this part shall be provided to the Union upon request.

Section 13. Fall Protection.

- a. The Agency shall implement the requirements of the ATO Fall Protection Program (Order JO 3900.63). This includes the "two person" requirement that states that employees who must climb wearing a full-body harness will be accompanied by a "ground" person with fall protection, first aid and CPR training.

- b. The Agency shall provide Union representatives access to the Unstaffed Infrastructure Sustainment Asset and Fall Protection System database to view/print “Facility Fall Hazard” reports.
- c. The Agency agrees to conduct a targeted investigation and program evaluation when a fall protection incident occurs that involves personal injury, property damage, or a near miss. The Agency will invite the Union’s National Safety Representative to participate in the Agency’s investigation of Class A or B mishaps.
- d. Upon request, the Union at the national level, shall be provided access to or copy(s) of evaluation records, including OSH inspection records maintained by the Agency for any elevated structure or tower.
- e. The Agency shall ensure all site-specific emergency medical and rescue components required by Order JO-3900.63, ATO Fall Protection Program, have been implemented and maintained at all facilities where elevated work is performed.
- f. Upon request, the Agency shall provide the appropriate Union representative with a copy of the written confirmation of rescue capabilities addressed in Order JO-3900.63, Chapter 3, Paragraph 10, c., received from the local authority designated to provide medical and/or rescue response.

Section 14. Hearing Conservation.

- a. The Agency shall make a good faith effort to incorporate feasible engineering controls into the design and/or specifications of all new or modified buildings or equipment in an effort to maintain noise exposures below the levels specified in the Table G-16, Permissible Noise Exposures, contained in 29 CFR 1910.95.
- b. Where the Agency determines that engineering controls are not feasible, the Union shall be provided, upon request, any written documentation held by the Agency supporting this determination. If no such documentation exists, the Agency will provide the Union a formal written statement attesting to this fact.
- c. The Agency shall document the circumstances of any hearing loss as defined FAA Order 3900.19B, Chapter 21, Paragraph 2105, k, and maintain the record in accordance with all applicable OSHA regulations and Agency directives.
- d. When an employee is placed in the Hearing Conservation Program, the FAA shall be responsible for the costs of:
 - i. baseline testing and referrals needed to accurately determine an employee’s hearing status; and

- ii. hearing protection devices.
- e. The Agency shall determine in advance all work areas that warrant the use of hearing protection. If an employee noise exposures equal or exceed an eight (8)-hour time-weighted average of 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 CFR 1910.95 and FAA Order 3900.19B, Chapter 21.
 - i. The Agency shall provide annual refresher training to affected employees and shall meet the training curriculum required by 29 CFR 1910.95(k) and FAA Order 3900.19B, Chapter 21.
 - ii. All employees attending training shall each receive a copy of 29 CFR 1910.95 and any additional material required by §1910.95(l). Upon request, the Agency will provide copies of this material to the Union at the national level.
- f. The Agency shall conduct noise monitoring in accordance with 29 CFR 1910.95 and FAA Order 3900.19B, Chapter 21, when information, indicates that an employee's exposure may equal or exceed an eight (8)-hour time-weighted average of 85 decibels. Upon request, the Agency will provide a copy of the noise monitoring data to the employee's Union Representative.
- g. Where an employee performs assigned work in high noise areas that also requires verbal communication to occur, the Agency shall provide special headsets that provide hearing protection and allows voice communication without the removal of the headset.
- h. The Agency shall post and maintain an unobstructed copy of the OSHA Standard 29 CFR 1910.95 (*Occupational Noise Exposure*) in the workplace where employees in the Hearing Conservation Program exist.

Section 15. Electrical Safety and Lockout/Tagout.

- a. The Agency shall provide Lockout/Tagout (LO/TO) training to each "affected" and "authorized" person as defined by 29 CFR §1910.147, before the employee performs any servicing or maintenance on a machine or equipment where the unexpected energizing, startup or release of stored energy could occur and cause injury. The training shall comply in all respects with requirements contained in applicable regulations and directives.
- b. In each facility where bargaining unit employees work, the Agency shall ensure that a LO/TO procedure is developed for all applicable equipment or systems in accordance with FAA Order 3900.19 and applicable Directives. Prior to

implementation the Agency shall provide a copy of the LO/TO procedure to the designated Union representative for review and comment.

- c. Upon request, the Agency will provide a copy of periodic inspections of LO/TO procedures to the appropriate Union representative.
- d. In the event the authorized person who affixed a Lockout or Tagout device is unavailable for its removal, the removal of the device shall be in accordance with FAA Order 3900.19 and 29 CFR 1910.147(e)(3).
- e. The Agency shall provide each bargaining unit employee access to the following:
 - i. OSHA Standard 29 CFR 1910.147;
 - ii. FAA Order 3900.19B, Chap. 13, Hazardous Energy Control Program LO/TO, and Chap. 34, Electrical Safety Program;
 - iii. any site-specific LO/TO requirements; and
 - iv. other related Agency documents that are applicable to the Lockout/Tagout Program.
- f. The Agency shall employ a “two person” work rule for the following tasks:
 - i. all work requiring an electrical energized work permit, including, but not limited to, physical alteration or repair of energized conductors or circuit parts, tightening connections, and removing or replacing components;
 - ii. testing, troubleshooting, verifying zero energy (LO/TO), and conducting voltage measurements on exposed energized conductors or circuit parts on three-phase power distribution equipment or within the Restricted Approach Boundary for other systems; and/or
 - iii. work with additional or increased hazards not covered in Section f(ii), as determined by the Electrical Safety Qualified Person performing the work.

The second person must have completed Electrical Safety—Qualified Person, first aid, and CPR training. The second person is not required to have skills or knowledge on the specific piece of equipment. The second person cannot assume work duties that would restrict his/her ability to sound an alarm and/or render aid.

ARTICLE 55

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 his/her 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 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. All abatement workers will be trained in accordance with OSHA, EPA, state and local regulations. 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 work place.

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 CFR 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 CFR 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. The Agency has determined that an assignment of an employee to the full scope of work responsibilities associated with a Facility Asbestos Coordinator (FAC) requires a level of oversight, training and experience commensurate with the Safety Environmental and Compliance Manager (SECM) position. However, there are duties associated with the responsibilities of a FAC which may be assigned to other qualified bargaining unit employees, provided the employee is given oversight by a SECM or other appropriate Agency personnel, and has received training appropriate for the specific task assignment.

Section 18. Naturally Occurring Asbestos. When the Agency becomes aware of the presence of naturally occurring asbestos where 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 56

Acquired Immuno-Deficiency Syndrome (AIDS)

Section 1. Employees infected by the Human Immuno-deficiency Virus (HIV), or with Acquired Immuno-Deficiency Syndrome (AIDS) shall be allowed to work free from

discrimination on the basis of their medical condition. Under the provisions of 29 CFR 1614.203, qualified handicapped bargaining unit employees 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 57

Hazardous Geological/Weather Conditions

Section 1. Given the essential nature of FAA responsibilities, employees are expected to make a reasonable effort to report for work during hazardous geological/weather conditions between the employee's home and their duty location; however, they are not expected to disregard their personal safety or that of their family. All employees who are unable to report for duty shall notify their facility/office as soon as possible. Employees who are unable to report for duty shall be 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 the Agency at the local level, after consulting with the Union, determines that hazardous geological/weather conditions exist or are imminent, on-duty bargaining unit employees shall be released as soon as possible as staffing and workload permit. Volunteers to remain on duty shall be utilized to the extent possible.

Section 4. The Agency retains the right to determine the opening, closing, and use of its facilities/offices during periods of hazardous geological/weather conditions. Subject to security and operational needs, the Parties at the local level may review existing emergency readiness plans and, to the extent appropriate, negotiate supplemental procedures addressing the work and family safety concerns of employees during such hazardous conditions.

Section 5. At facilities/offices not in continuous operation, the Parties at that level shall negotiate procedures that employees shall use to notify the Agency in the event that they are unable to report on the opening shift. The procedures shall also establish the method the Agency will use to notify employees in the event that they are not required to report for duty due to hazardous geological/weather conditions.

ARTICLE 58

Assignment of Temporarily Disabled Employees

Section 1. At his/her 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 he/she 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 his/her 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 59

Office of Workers' Compensation Program (OWCP)

Section 1. The Agency agrees to comply with the provisions of the Federal Employees Compensation Act (FECA) and other pertinent regulations promulgated by the Office of Workers' Compensation Programs (OWCP) when an employee suffers an occupational disease or traumatic injury in the performance of his/her assigned duties.

Section 2. Once annually, the Agency shall brief all employees on existing requirements and proper procedures for reporting such injuries on Agency forms.

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 his/her 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 he/she 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. If the employee incurs medical expense or loses time from work beyond the date of injury, including time lost obtaining examination and/or treatment from the Agency's medical facility, the Agency shall submit Form CA-1 or CA-16 to the OWCP Program Office as soon as possible, but no later than ten (10) working days from the date of receipt of the CA-1 from the employee. For an occupational disease, a CA-2 shall be submitted no later than ten (10) working days from the date of receipt from the employee. The Agency shall not hold CA-1 and CA-2 form processing pending receipt of other supporting documentation from the employee.

Section 8. If, through no fault of the employee, the Agency has failed to submit the CA-1 form in a timely manner which has resulted in lost leave and/or wages for the employee, the Agency shall restore the lost leave and/or wages if the following conditions are met:

- a. the Agency has failed to submit the completed CA-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 Department of Labor. In the event the employee is subsequently reimbursed by DOL as a result of his/her 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. Copies of current OWCP regulations, directives and guides, if available, shall be made accessible to employees. 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 his/her choice which is to provide treatment following an on-the-job injury or occupational disease. The Agency may make its own facilities available for the examination and treatment of injured employees, however, use of its facilities shall not be mandated to the exclusion of the employee's choice. The Agency may examine the employee at a medical facility of its choosing in accordance with 20 CFR 10.324, but the employee's choice of physician for treatment shall be honored, and treatment by the employee's physician shall not be delayed. The employee will not be required to submit to an examination by the Agency until after treatment by the employee's choice of physician or medical facility.

Section 12. Injured employees are entitled to civil service retention rights in accordance with 5 U.S.C. 8151, and other 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 controversion and all accompanying detailed information the Agency submits in support of the controversion shall be provided to the employee.

ARTICLE 60

Flight Operational Quality Assurance Program

Section 1. In Flight Inspection Services, the Union and the Agency have determined that the Flight Operational Quality Assurance (FOQA) Program will enhance flight operations safety through analysis of recorded flight data information. The Parties' Memorandum of Agreement implementing the FOQA Program dated July 31, 2003, as amended on March 11, 2005, is hereby incorporated by reference and will continue to cover the Parties' participation in the FOQA Program subject to the terms of the agreement.

ARTICLE 61

Aviation Safety Action Program

Section 1. The Union and the Agency have determined that safety is enhanced through a systematic approach for employees to promptly identify and correct potential safety hazards. In order to facilitate safety analysis and corrective action, the Parties have joined in implementing the Aviation Safety Action Program (ASAP), which is intended to improve safety through personnel self-reporting, cooperative follow-up, and appropriate corrective action. The primary purpose of the ASAP is to identify safety events and implement corrective measures that reduce the opportunity for safety to be compromised. The Parties' Memorandum of Agreement implementing the ASAP in Technical Operations dated December 17, 2010, and Memorandums of Understanding implementing the ASAP in Flight Inspection Services (formerly Aviation System Standards) dated December 19, 2008, as amended on January 31, 2011 (Aircrew Members and Dispatchers) and December 21, 2009 (Maintenance Personnel) are hereby incorporated by reference and will continue to cover the Parties' participation in the ASAP, subject to the terms of the respective agreements.

Section 2. The ASAP provides for a voluntary, cooperative, non-punitive environment for the open reporting of safety concerns. However reports of events involving apparent noncompliance with directives that is not inadvertent or that appears to involve intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.

Section 3. All newly hired employees will receive training on the program during initial training.

ARTICLE 62

Substance Testing

Section 1. All substance testing (drug and alcohol) conducted by the Agency shall be in accordance with applicable laws, DOT Order 3910.1, the DOT Drug and Alcohol Testing Guide and this Agreement, and will be applied in a fair and equitable manner.

Section 2. 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. 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. Unless prohibited by staffing and workload requirements, the Union representative will be released for the purpose of performing representational duties. The Union representative will be notified when substance testing has been completed. 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. 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.

Section 3. 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. The employee shall notify the supervisor of the employee's wish to obtain representation as soon as the employee learns that he/she is to be tested. 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. 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. 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. 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. 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 5. Employees will be given notice privately where and when to appear for substance testing.

Section 6. 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.

Section 7. The Agency shall ensure that employees are selected for substance testing by nondiscriminatory and impartial methods so that no employee is harassed by being treated differently from other employees in similar circumstances. If for any reason a substance test is declared invalid, the test will be treated as if it had never been conducted. Employees shall not be selected for testing for reasons unrelated to the purposes of the program.

Section 8. 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. 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. 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.

Section 9. If an employee fails to follow the instructions in DOT Order 3910.1D, Chapter VIII, paragraph 9h, the employee may be considered to have refused to cooperate with testing procedures.

Section 10. 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.

Section 11. The Agency shall ensure that the HHS Mandatory Guidelines regarding proper storage, handling, and refrigeration of urine samples are followed.

Section 12. Testing will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected. In accordance with the DOT Drug and Alcohol Testing Guide, employees will be required to empty their pockets when directed by the collector.

Section 13. Only employees who are in a duty status shall be subject to substance testing.

Section 14. 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. If an employee is held past his/her shift end time, he/she will be paid overtime in accordance with this Agreement.

In extenuating circumstances (for example, child care arrangements), an employee identified for post-accident testing may request approval to leave the facility if the collector/BAT has not arrived at the facility or will not be arriving shortly. The employee will be required to sign a statement that he/she will not consume alcohol for up to eight (8) hours of the time of the covered event and that he/she must return to the facility for testing when called back.

Section 15. 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. 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. At the time an employee is ordered to submit to substance testing based on a reasonable suspicion, he/she will be given a written statement setting out the basis for establishing reasonable suspicion. 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 16. 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. 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. Only the donor can make such request. Such request shall be honored if made within seventy-two (72) hours of the donor having received notice that his/her primary specimen tested positive and was verified.

Section 17. 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 18. 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.

Section 19. 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 20. 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 21. 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 22. 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. Alcohol test results shall be made available to the employee at the time of testing. 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 23. There shall be no supplemental agreements to this Article below the national level.

Section 24. 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 25. Nothing in this Article shall be construed as a waiver of any employee, Union, or Agency right.

ARTICLE 63

Self-Referral

Section 1. A bargaining unit employee who is subject to drug and alcohol testing and who voluntarily identifies himself or herself 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 he/she is to be tested for drugs or alcohol;
- b. a substance abuse staff has arrived at the employee's facility to conduct testing;
- c. the Agency is awaiting the results of a drug test taken by the employee;
- d. the employee has previously completed an Agency-approved rehabilitation program in accordance with DOT Order 3910.1; or
- e. the employee has been arrested on a DUI/DWI charge

Section 3. An employee who voluntarily self-refers under this Article shall not be subject to disciplinary action based only on substance abuse, if the employee:

- a. obtains counseling through the Agency's Employee Assistance Program, and completes EAP recommended rehabilitation; and
- b. refrains from any further use of illegal drugs or alcohol misuse in accordance with the policy of DOT Order 3910.1.

Section 4. The flight surgeon shall contact the employee's manager and notify him/her of the approximate length of time that the employee will be temporarily removed from their safety sensitive duties for medical reasons. The nature of the medical problem shall not be released.

Section 5. An employee who uses sick leave in connection with rehabilitation under this Article shall not be required to provide a medical certificate under Article 41.

Section 6. When the employee has sufficiently recovered, he/she will be scheduled for return to duty substance testing. Upon passing the return to duty test, the employee's facility manager shall be informed that the employee is no longer removed for medical reasons, and may return to their normal duties. If the employee does not pass the return to duty test, the employee's manager will be informed and the employee offered an opportunity to enter into a last chance agreement.

Section 7. All follow-up testing shall be conducted in a manner that will protect the privacy of the employee and whenever feasible, be conducted off the facility grounds.

Section 8. If the employee adheres to his/her rehabilitation/treatment plan, and all the employee's follow-up test results are negative for a period of one (1) year, the employee will have successfully completed the rehabilitation program. A last chance agreement will not be required in order for the employee to enter into the rehabilitation plan.

ARTICLE 64

Critical Incident Stress Debriefing Program

Section 1. The Agency's Critical Incident Stress Debriefing (CISD) Program will be administered in accordance with 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.

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 his/her 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.

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 Debriefing 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 65

Medical Standards and Examinations

Section 1. The provisions of this Article apply to Flight Inspection Services 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. National medical standards and associated tests shall be established in accordance with Office of Personnel Management (OPM) regulations and shall be applied uniformly nationwide.

Section 3. Medical clearance examinations shall be conducted by an Agency medical officer or a designated Aviation Medical Examiner (AME). If there is not a medical officer located in the vicinity, then the Agency shall provide the employee with a list of AMEs within a reasonable traveling distance.

Section 4. All medical examinations required by the Agency shall be scheduled on duty time. 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) for required medical examinations. Oklahoma City based employees who choose not to use CAMI will be responsible for the cost of the examination.

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

Section 5. Aircrew medical examinations will be accomplished in the due month. The parties agree that it is mutually beneficial that the aircrew medical examinations will be completed prior to the last week of the due month. If for any reason a crew member can not accomplish a medical exam by the end of the due month their Front Line Manager and the Flight Inspection Central Operations (FICO) 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 he/she submits 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 6. Upon written request of the employee, the Agency shall provide at no cost to the employee a copy of his/her periodic or other physical report, record related to an examination, or other evaluation required by the Agency. This Section applies only to material in the Agency's possession.

Section 7. The Flight Surgeon will decide if the employee does or does not meet the standards.

- a. If the Flight Surgeon believes that further medical evaluation or reports by selected physicians or other medical specialists are necessary to determine if the employee meets the standards, such evaluations or reports will be authorized and, if there is any cost involved, paid by the Agency.
- b. If an employee does not meet the retention standards, the employee may submit further medical evaluation or reports to the Flight Surgeon in order to obtain initial or special consideration. All transportation and expenses will be borne by the employee.
- c. If an employee does not meet the standard, either temporarily or permanently, the medical examiner will outline for the employee, in writing, which of the medical standards have not been met. Upon the employee's request, the Flight Surgeon shall normally suggest in writing what further medical evaluations or reports may be submitted by the employee to obtain initial or continuing special consideration.
- d. In cases where the 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.

- e. The Regional Flight Surgeon shall consider all available medical information before issuing a permanent disqualification.

Section 8. Employees must assume the expense of any self-initiated examinations to support review actions. The Flight Surgeon normally will not determine that an employee meets or does not meet medical retention standards solely on the basis of the information provided by the employee's own physician.

Section 9. If a flight inspection crewmember temporarily fails to meet the required medical qualification standards the employee shall be allowed to remain in a crewmember position. When a crewmember becomes DNIF (Duty Not to Include Flying), he/she will report to their Front Line Manager for work for which he/she is otherwise qualified, to the extent such duties are available.

Should a crewmember become ill on an itinerary and the mission is cancelled the DNIF crewmember must take sick leave. The remaining crewmembers will receive their scheduled hours.

Section 10. In the event an employee is permanently medically disqualified, or has been temporarily incapacitated for a period of ninety (90) days or longer, he/she shall have the opportunity to appeal such decision to the Federal Air Surgeon, FAA Headquarters, Washington, DC. Pending the outcome of the decision by the Federal Air Surgeon, the Agency shall make every reasonable effort to accommodate the employee in accordance with Article 58 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 permanently medically disqualified, the employee shall have the option to apply for a disability retirement or request to be reassigned to a position for which he/she is qualified, or be accommodated in accordance with the Rehabilitation Act of 1973, as amended, and this Agreement.

Section 11. Applicable standards will be applied uniformly through the bargaining unit.

Section 12. All correspondence between the AME/Flight Surgeon's Office and the 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 AME/Flight Surgeon only, as appropriate.

Section 13. At least once annually, the Agency shall provide medication guidelines including restricted medicines to the Union at the national level. These guidelines are not a comprehensive or all-inclusive list of all medications that would restrict an employee's medical certificate.

Section 14. At least once annually, the Parties at the national level shall meet to discuss policies on medication and medical conditions that may result in temporary or permanent

medical disqualification of employees. In order to make these meetings as productive as possible the Parties' representatives should include qualified medical representatives.

ARTICLE 66

Promotions/Vacancy Announcements for Bargaining Unit Positions

Section 1. Promotions shall be made in accordance with the FAA Personnel Management System, applicable Agency directives and this Agreement.

Section 2. Provided all legal, regulatory and administrative requirements have been met, promotions shall be effective as of the date on which the employee is assigned to perform the duties of the position for which the employee was selected. The Agency shall ensure that the administrative requirements are consistently administered and the appropriate human resources office is advised sufficiently in advance to ensure the promotion is affected in accordance with this Section.

Section 3. Applications for promotion shall be acknowledged by the Agency. Normally, vacancy announcements will be open for a minimum of twenty-one (21) calendar days. An employee may change personal information on his/her application for promotion, provided he/she resubmits the application prior to the "Close Date" of an open job vacancy.

Section 4. Vacancy announcements will be available and accessible electronically to bargaining unit employees in their respective facility.

Section 5. All vacancy announcements shall be readily available and accessible electronically at the FAA Academy at a designated location.

Section 6. If the Agency decides to interview any qualified employee on the selection list, then all on the 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 telephone interviews are not utilized, travel expenses incidental to these interviews will be paid in accordance with the FAATP and this Agreement.

Section 7. Vacancy announcements will normally contain the following information:

- a. opening date;
- b. closing date;
- c. title, series, and career level of the position(s), with the number of positions to be filled, except when an open continuous announcement is utilized;
- d. salary range, including locality rate;
- e. duty location(s);
- f. whether PCS expenses will be paid and at what amount;

- g. area of consideration;
- h. duties;
- i. qualifications;
- j. 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

Item c. above does not preclude the filling of additional vacancies with candidates for the same vacancy announcement when it was not known at the time the announcement was published that an additional vacancy, or vacancies, for like positions at the same location would occur during the effective period of the selection list.

Section 8. If, as a result of a grievance being filed under this Agreement, either the Agency agrees or an arbitrator decides that an employee was improperly excluded from the selection list, he/she will receive priority consideration for the next appropriate vacancy for which he/she is qualified. This is a one-time consideration. An appropriate vacancy is one at the same pay band/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. The employee entitled to priority consideration shall provide the Agency with a list of up to two (2) locations for which he/she is interested in being considered for selection for an appropriate vacancy within the commuting areas associated with the selected locations.

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.

In the event two or more employees receive priority consideration for the same promotion action, they may be referred together. However, priority consideration for separate actions will be referred separately and in the order received based on the date the determination of improper consideration is made.

Section 9. Vacancy announcements for full performance level positions shall include the statement; "Equal or lower pay band/level applications will be accepted". The Agency retains the right to select promotion candidates.

Section 10. Selections and selection processes, including rating and ranking panels, interviewing panels, or like processes are the sole responsibility of the Agency. No local

agreements are authorized. A selecting official may, however, solicit input from Union representatives and any other groups/individuals regarding aspects of a position to be filled, such as knowledge, skills, and abilities.

Section 11. In accordance with the FAA Personnel Management System and applicable directives, employees are no longer required to complete time in grade requirements to be promoted, but still must meet all required administrative and qualifications requirements to be eligible for promotion.

Section 12. An employee who is promoted to a position at a different duty location will be promoted when he/she enters on duty in the new position.

Section 13. To be promoted, developmental employees must meet regulatory and administrative requirements, including job performance, and be recommended for promotion by his/her supervisor. The promotion will become effective on the proposed effective date indicated on the Request for Personnel Action, Standard Form-52, or equivalent form, submitted by the appropriate management official. The Parties understand that administrative requirements may affect the timeliness of the related payroll action.

ARTICLE 67

Career Opportunities Website

Section 1. Subject to staffing and workload and in accordance with applicable directives, employees shall be allowed to access the Agency's website used for the purpose of publishing career opportunities, to review vacancy announcements and secure documents necessary to apply for Agency jobs and/or positions during work time. In connection with this review, employees will be permitted to access the Internet at FAA work sites, and to use FAA equipment such as computers, printers, and telephones, provided such equipment is available.

ARTICLE 68

Temporary Internal Assignments

Section 1. This Article covers time limited assignments of current FAA employees to a different position (same, lower or higher grade level or pay band) than his/her 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, the Parties' Compensation Plan, and this Agreement.

Section 2. Temporary internal assignments consist of:

a. Detail

Assignment of an employee to a different position for a specific period, with the employee returning to his/her regular duties at the end of the detail. During the detail, the employee officially occupies and is compensated for his/her position of record.

b. Temporary Promotion

Promotion of an employee to a higher pay band for a specific period, with the employee returning to his/her regular duties and to his/her original permanent position at the end of the period unless the employee and the Agency agree otherwise.

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. An employee may not have more than six (6) months in one or more non-competitive assignment(s) to a higher graded position during any twelve (12) month period.

Section 3. The Agency is not precluded from assigning various higher level duties of a position to an employee without affecting a temporary promotion. In circumstances where an employee is assigned various higher level duties of a position without a temporary promotion, the employee will be provided with a description of the duties to be performed.

Section 4. When it is known that the incumbent of a higher level position will be absent or the position will be unencumbered for a period of fifteen (15) days or more, and a qualified bargaining unit employee is assigned to fill the position for all or part of the period, that employee shall be given a temporary promotion. The promotion will become effective on the proposed effective date indicated on the Request for Personnel Action, Standard Form-52, or equivalent form, submitted by the appropriate management official. The Parties understand that administrative requirements may affect the timeliness of the related payroll action.

Section 5. All temporary promotions will be by Standard Form 50, Official Personnel Action (or its replacement).

Section 6. The Agency will notify the Union at the appropriate level when a bargaining unit employee is given a temporary internal assignment.

Section 7. The Agency will make every effort to avoid placing a Union representative on a non-voluntary temporary internal assignment that would prevent that representative from performing his/her representational functions. The Agency agrees to notify the Union at the next higher level prior to placing any designated Union representative on temporary internal assignment away from the representative's normal duty station.

Section 8. Changes in dues withholding for employees due to temporary internal assignments to positions out of the bargaining unit will be done in accordance with the provisions of Article 7, Dues Withholding.

Section 9. If administrative restrictions on promotions are imposed by an authority above the agency level, the provisions of this Article do not apply while the restriction remains current.

Section 10. Details shall be assigned in a fair and equitable manner among qualified volunteers.

Section 11. When volunteers are solicited for non-competitive temporary promotions, the volunteers will be given fair and equitable consideration by managers making selections.

ARTICLE 69

Temporary Duty Assignments

Section 1. Prior to a temporary non-training duty assignment not inherent to an employee's normal position and duties requiring travel and per diem, qualified volunteers shall be solicited. In making these assignments, seniority shall be used to the extent possible among volunteers determined to be qualified by the Agency. Seniority shall be based on Service Computation Date (SCD), unless the Parties agree otherwise at the local level.

Section 2. In the absence of qualified volunteers, the Agency shall make assignments from among qualified employees on a fair and equitable basis using inverse seniority.

Section 3. The Agency will make every effort to avoid placing a Union representative on a non-voluntary temporary duty assignment that would prevent that representative from performing his/her 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 his/her volunteer status. In such circumstances, the Agency may solicit qualified volunteers if time permits or make the assignment in a fair and equitable manner using inverse seniority.

Section 7. An employee may request to be excused from a travel assignment based on a personal hardship. Absent unusual circumstances, the employee will be excused from the travel assignment. In such circumstances, the Agency will select an interested volunteer if time permits, or make the assignment in a fair and equitable manner using inverse seniority.

Section 8. This Article does not apply to temporary internal assignments as defined in Article 68.

ARTICLE 70

Mid-Term Bargaining

Section 1. It is agreed that personnel policies, practices and matters affecting working conditions, not expressly contained in this Agreement, shall not be changed by the Agency without prior notice to, and negotiation with, the Union in accordance with applicable law. The provisions of this Article apply to substance bargaining, if appropriate, procedures which the Agency will observe in exercising a management right, and/or appropriate arrangements for employees adversely affected by the exercise of a management right. Additionally, the provisions of this Article apply to any negotiations specifically required or allowed by reference in any provision of this Agreement.

Section 2. Should the Agency propose a change described in Section 1, thirty (30) days written notice of the proposed change shall be provided to the Union at the corresponding level of the proposed change, except where specifically authorized by this Agreement or otherwise agreed to by the Parties. If the change affects more than one organizational level/location, 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 USC 7131. The time limits under this Article may be extended by mutual agreement of the Parties.

Section 7. Nothing in this Article is intended to preclude the Parties from formulating ground rules for mid-term bargaining issues.

Section 8. The Parties agree that they will not assert, as a defense to a demand for bargaining over a proposed mid-term change in conditions of employment, that the proposed change is inseparably bound up with and thus plainly an aspect of a subject

covered by this Agreement, but they may assert the first prong of the Federal Labor Relations Authority (FLRA) “covered by” doctrine that the matter is expressly contained in this Agreement.

Section 9. Except where the Parties have reached agreements and understandings during the course of the negotiations of this Agreement, upon the effective date of this Agreement, all memoranda of agreement, memoranda of understanding, past practices, and other written or oral agreements whether formal or informal, shall have no force or effect and shall not be binding on the Parties in any respect. The foregoing applies at the local, regional/service area, and national levels. Nothing in this Section shall be construed as a waiver of the Union’s right to mid-term bargaining under this Article.

ARTICLE 71

Performance Management

Section 1. The Agency’s Performance Management System (PMS) will be administered in accordance with HRPM PM-9.1 and this Agreement. The performance plan describes what has to be done during the performance cycle, how well it has to be done, and how the accomplishment will be measured. The plan will also identify training, developmental work assignments, and individual development desires and/or other developmental needs proposed for/by the employee for the upcoming cycle.

Section 2. 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 3. Performance plans may be individualized and are dependent upon the organizational unit to which the employee is assigned and the employee’s Career Level Definition (CLD). 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 4. 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 his/her performance plan, he/she shall not be assessed on that performance element.

Section 5. 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 his/her

performance plan. The employee shall be able to provide written comments at any time during the performance cycle. All written comments provided by the employee shall become a permanent part of the performance plan and kept in the employee's record.

Section 6. 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 at least 90 days prior to receiving an appraisal under the new performance plan.

Section 7. The employee's signature after the review of any performance appraisal indicates that he/she has reviewed the completed appraisal record and that it has been discussed with him/her. The employee's signature shall not be taken to mean that he/she agrees with all of the information or that he/she forfeits any rights of review or appeal. The employee may make comments in the remarks section or attach them on a separate page. Such comments shall become a permanent part of the appraisal.

Section 8. If, at any time during the performance cycle the Agency feels an employee's performance is not at an acceptable level as required by the performance plan the Agency shall, whenever possible, counsel the employee on the specific performance area(s) in which improvement must be made prior to placing the employee on an Opportunity to Demonstrate Performance (ODP), or any other formal performance improvement program, as appropriate.

Section 9. Use of official time and approved absences for representational activities shall not be a negative factor in employee performance appraisals.

ARTICLE 72

Job Category and Career Level Definitions

Section 1. The Agency agrees to develop career level definitions (CLD) in accordance with the FAA PMS, applicable directives, including HRPMP COMP-2.3c, and this Agreement.

Section 2. The Parties at the national level shall discuss and review all bargaining unit job categories and CLDs annually. The Union may submit written recommendations and present supporting evidence concerning the accuracy of any bargaining unit job category or CLD. The Union will be advised in writing of any changes to job categories or CLDs as a result of the annual review.

Section 3. Each employee covered by this Agreement shall be provided a job category and CLD that accurately reflects the duties of his/her position. Job categories and CLDs shall be consistent throughout the Agency for bargaining unit employees of the same series performing the similar function.

If an employee believes that his/her job category and/or CLD are not accurate, he/she may request a review by the appropriate Agency official and may be assisted by a Union Representative during all phases of the review. If the employee is not satisfied with the results of the review, he/she may request that the Agency conduct a desk audit in accordance with HRPMP COMP-2.23c. If the Agency decides to conduct a desk audit, it will do so as soon as possible. After completion of the audit, the employee and the appropriate Union Representative shall be provided a copy of the determination. If the Agency decides not to conduct a desk audit, the employee shall be provided with a detailed written explanation of the reasons for the Agency's decision not to proceed.

A dispute regarding the accuracy of an employee's CLD may be grieved under Article 5 of this Agreement.

Section 4. An employee shall not normally be required to perform duties that do not have a reasonable relationship to his/her job category and CLD. When it becomes necessary to assign duties that are not reasonably related to the employee's job category and/or career level definitions and are of a recurring nature, the job category and/or CLD shall be amended to reflect such duties.

Section 5. All proposed changes to the job category and CLDs of bargaining unit employees shall be forwarded to the Union, in advance, for comment and/or negotiations as required by law and pursuant to Article 70 of this Agreement.

ARTICLE 73

Qualification Standards

Section 1. The Parties recognize that qualification standards are established by the FAA. Prior to recommending changes in the qualification standards for employees covered by this Agreement, the Agency shall notify the Union of the proposed changes. If the Union requests, the Parties shall meet to thoroughly discuss the recommendations. The Union's views will be fully considered.

ARTICLE 74

Job Task Analysis

Section 1. The Union will be afforded the opportunity to fully participate in any future Job Task Analysis (JTA) of the work performed by the bargaining unit members. The definition of JTA is any national study of the knowledge, skills and abilities needed to do their jobs. The Union will be provided with a copy of the JTA upon completion.

ARTICLE 75

Recognition and Awards

Section 1. The Agency's recognition of employees and the application of Agency awards programs shall be in accordance with Agency Directives and this Agreement.

Section 2. The Parties agree that the use of awards is an excellent incentive tool for increasing productivity and creativity of bargaining unit employees by recognizing and rewarding their contributions to quality, efficiency, or economy of government operations. The Agency agrees to consider granting a cash award, honorary, or informal recognition award, or grant time off without charge to leave or loss of pay to an employee individually or as a member of a group on the basis of:

- a. adoption or implementation of a suggestion or invention;
- b. significant contributions to the efficiency, economy, or improvement of government operations;
- c. exceptional service to the public, superior accomplishment, or special act or project on or off the job and contributions made despite unusual situations;
- d. recurring exemplary service; e.g. performance throughout the year that consistently exceeds expectations and contributes to FAA goals and objectives;
- e. exceptional customer service or contributions which promote and support accomplishment of the organization's missions, goals, and/or values;
- f. creative or innovative methods used to make work processes or results more effective and efficient; or
- g. productivity gains.

The Parties agree that this is a list of examples and is not all inclusive.

Section 3. The Agency shall inform the Union, at the national level, of the total amount spent on awards for each bargaining unit and the remainder of the Air Traffic Organization (ATO) within one month of the end of the fiscal year.

Section 4. In accordance with HRPB COMP-2.10C, In-position Increases in the Core Compensation Plan, the Agency may grant in-position increases to acknowledge special circumstances such as an employee's significant professional growth or increased complexity of an employee's current job.

Section 5. 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 76

Child Care, Prenatal/Infant Care

Section 1. The Parties recognize the relationship of adequate child care to employee satisfaction and productivity and that this is mutually beneficial. However, the Parties further recognize that it is not within the authority of the Agency to directly provide on-site child care at its facilities. In accordance with governing regulations, the Agency may provide available government-owned or leased space and space-related services without charge for the purpose of establishing child care facilities in or near FAA facilities. Factors which impact the Agency's ability to provide such space include the availability of space and/or funds, the number of employees in a location, and the demand for child care at that location as indicated by a needs assessment survey.

Section 2. The Agency agrees to publish available lists of child care centers in the Oklahoma City area as an attachment to the FAA Notice on Student Housing Information. The Agency assumes no responsibility as to the quality of service, certification (state, county or city, etc.) or reliability of the listed child care centers.

Section 3. Both Parties agree that it is the employee's responsibility for selection and individual arrangements concerning child care centers.

Section 4. When any facility is constructed and there will be at least fifty (50) employees assigned to the facility, the Agency shall conduct a needs assessment survey to determine the feasibility of establishing a child care facility. The Agency shall compile a list of other government facilities within the commuting area, so that such facilities may combine resources for the purpose of meeting the basic eligibility requirements as determined by GSA. Upon request the Union shall be involved in all phases of this process.

Section 5. When work groups are formed for the purpose of establishing on-site or off-site child care facilities, the Union shall be entitled to name a representative on the work group. The representative will be allowed official time to participate in the activities of

the group if otherwise in a duty status. If the Agency is unable to approve the requested official time, the work group meeting will be rescheduled to a mutually agreeable time.

Section 6. If space is available, the Agency shall provide for the use of a private area in all of its facilities for employees who are breast-feeding their children.

ARTICLE 77

Child Care Subsidy

Section 1. The Parties recognize the desirability of reducing the expense borne by lower-income families to obtain child care for children age thirteen (13) or under or who are disabled and under the age of eighteen (18). The bargaining units shall be eligible to participate in the Agency's child care subsidy program in accordance with the provisions of HRRM WL-12.1, FAA HROI entitled "Process for Applying for the Child Care Subsidy Program," and Public Law 107-67, Sec. 630. To the extent authorized by law, the Agency shall provide a child care subsidy to eligible employees whose total family income does not exceed \$72, 000. Total family income is defined as the income of the child's parent(s)/guardian(s) living in the same household as the child, and listed on their IRS tax forms as their Adjusted Gross Income.

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 \$72,000	0%
\$60,001-\$72,000	30%
\$45, 001-\$60,000	45%
\$45,000 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 78

Dependent Education at Non-CONUS Locations

Section 1. Unless prohibited by law, the Agency shall certify as eligible to attend the Department of Defense Elementary and Secondary Schools (DDESS) program the dependent children of all bargaining unit employees attaining school age currently assigned to any facility outside the Continental United States (CONUS) where the Secretary of Defense has determined, under his/her authority under 10 USC 2164(a), that the appropriate educational programs are not available through the local educational Agency.

Section 2. Upon registration documentation of enrollment being provided to the appropriate Agency official, the Agency shall promptly make payment to the institution for tuition.

ARTICLE 79

Wellness Centers and Physical Fitness Programs

Section 1. The Parties recognize that physical fitness programs and Wellness Centers contribute to increased productivity, reduced health insurance premiums, improved morale, reduced turnover, enhance the greater ability of employees to cope with stressful situations and increase Agency recruitment potential.

Section 2. By mutual agreement, the Parties may form a Wellness Committee at the local level. The committee should be formed so as to fairly represent all facility employees. The Union, at its election, may designate a representative to serve as a member of the committee.

ARTICLE 80

Student Loan Repayment Program

Section 1. The Agency's Student Loan Repayment Program shall be administered in accordance with HRPM EMP 1.25.

Section 2. The purpose of the Program is to provide the Agency with the flexibility to attract candidates and retain employees to hard-to-fill or mission critical positions.

Section 3. 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.

ARTICLE 81

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 82

Hardship Transfers

Section 1. The Parties agree to review transfer requests under hardship conditions in an open, fair, and expeditious manner and to resolve those requests in the best interests of the employee and Agency. This Article is not intended to address emergency situations that may occur, where the Agency determines that immediate action is necessary to protect the health and welfare of the employee and/or immediate family.

Section 2. Transfer requests under verified hardship conditions shall be classified in one of the following three categories (in order of priority):

- I. The medical condition of the employee, the employee's spouse/domestic partner, or dependent children residing in the employee's household requires a geographical move from the employee's present duty station assignment to a geographical area deemed necessary to improve or maintain the health or receive health services.
- II. Transfer of an employee to another geographical area, when the employee or employee's spouse/domestic partner is the primary caretaker of a dependent parent, or the medical condition of the parent requires the employee or employee's spouse/domestic partner to relocate. Not all situations of separation from parents will be considered a hardship.
- III. Transfer of an employee in case of an estranged family (divorce) 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. The Parties at the local level shall meet within fourteen (14) calendar days of submission of the hardship transfer request to accomplish the local review process. They will ensure that the request falls in one of the three categories eligible for hardship consideration and that the appropriate documentation is provided. Requests that clearly fall outside the identified hardship categories or those requests which do not include supporting documentation will be returned to the employee with an explanation of the denial and information that the employee can file an ERR through the normal process. For all other requests, they will make recommendations and forward an entire package to the Parties at the District or equivalent organizational level of the facility where the hardship request originated. This should normally be accomplished within seven (7) calendar days of making the determination.

Section 5. The Parties at the District or equivalent organizational level shall review the employee's package and the recommendations made at the local level and make their own determination as to whether the hardship condition is bona fide. This review should normally occur within fourteen (14) calendar days of receiving the package. If they determine that the hardship condition is bona fide they shall, within seven (7) calendar days of making the determination, forward the entire package to the Parties at the District or equivalent organizational level of the target facilities if other than their own, along with a written statement recommending approval of the transfer due to a bona fide hardship condition. Should the Parties 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 he/she may pursue transfer under the ERR process. If the transfer is recommended by the originating District or equivalent organizational level the employee's hardship package will be forwarded to the target District or equivalent organizational level.

Section 6. The Parties at the District or equivalent organizational level of the target facilities shall review the employee's package and the determinations made at the facility and the originating District or equivalent organizational level. This review should normally occur within fourteen (14) calendar days after receiving the package. The Agency will make every reasonable effort to accommodate the employee's transfer if the employee is otherwise qualified for the position. The originating facility will not unreasonably delay the employee's release. If the transfer is denied, the target District or

equivalent organizational level shall forward a written justification to the originating District or equivalent organizational level along with a list of all alternative facilities in the geographical area which could possibly fit the needs of the affected employee.

The Agency will inform the requesting employee as soon as possible of the final determination. 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. If the Agency determines that the request cannot be accommodated due to staffing, the request will remain active for fifteen (15) months and reviewed every six (6) months by the Parties at the originating District or equivalent organizational level. After each six (6) month review, a notice will be sent to the employee regarding the disposition of the request.

Section 7. If the employee does not accept one of the alternatives, the response shall be documented and placed in the employee's hardship request file. The employee's original request will be held for fifteen (15) months and reviewed by the Parties at the originating District or equivalent organizational level every six (6) months. If multiple requests in the same category are competing for a single vacancy, they will be accommodated on a first come, first serve basis. Target Districts or equivalent organizational levels are required to "date/time stamp" all hardship applications in order to properly track this provision.

Section 8. Applications accepted as a bona fide hardship request under this Article will remain active for a period of fifteen (15) months from the date of final determination in the originating District or equivalent organizational level. After fifteen (15) months, the application and all associated documentation will be properly discarded.

Section 9. Grievances arising under this Article shall be submitted in writing beginning with Step 2 of the grievance procedure set forth in Article 5.

ARTICLE 83

Reassignments Initiated by Employee

Section 1. An employee may initiate a request for reassignment to bargaining unit positions outside of the announced vacancy process. Requests may be for all positions and may involve a move from one geographic location to another. Consideration shall be given to such requests according to the needs of the Agency. The employee shall not normally be eligible to receive any permanent change of station (PCS) benefits unless the selection was made in conjunction with a vacancy announcement where PCS benefits were authorized. In that case, the individual requesting voluntary transfer shall be entitled to the same benefits as advertised on the vacancy announcement.

Employees 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 his/her 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 he/she 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 his/her chances for future selection.

Section 4. Employees may arrange mutual reassignments with employees of equal grade/pay band, job series, and qualifications. Employees may arrange mutual reassignments with employees who have previously held an equal grade/pay band on a permanent basis, unless the downgrade was for cause or performance. Such mutual reassignments are subject to the approval of the Agency.

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

ARTICLE 84

Duty Location of Preference for Airway Transportation Systems Specialists

Section 1. An employee who has completed a minimum of ten (10) years at the journey level at his/her duty location shall be considered to have achieved priority bid status for ingrade/downgrade internal vacancy announcements for H-Band bargaining unit positions for which he/she is qualified. Eligible employees who submit an application consistent with this Article shall be given priority consideration for the vacancy. Applications shall include a cover letter stating: "Filed in accordance with Article 84, PASS/FAA ATO Agreement".

Section 2. Release dates are subject to the staffing requirements of his/her current workplace as well as the needs of the target workplace. The Agency will make reasonable effort to provide a release date within six (6) months of selection. If a six (6) month release date is not practicable, the Agency shall propose a fixed date that the employee may accept or decline.

Section 3. Nothing in this Article shall be interpreted as affecting management's right to fill vacancies from any appropriate source.

ARTICLE 85

Parking

Section 1. Parking accommodations at FAA occupied buildings and facilities shall be governed by applicable laws and regulations. This space shall be equitably administered among employees in the bargaining unit. There shall be adequate parking spaces at each facility where there are employees with bona fide physical handicaps.

Section 2. At parking facilities under control of FAA, the Agency shall establish procedures which will allow employees to enter and exit freely without requiring them to wait unreasonably.

Section 3. At those Agency owned or leased parking areas in locations of known sustained low temperatures, zero (0) degrees Fahrenheit or below, the Agency agrees to provide and maintain an adequate number of outdoor electrical outlets for use of the bargaining unit employees. Where outdoor electrical outlets are provided, the Agency shall ensure that the outlets are activated at temperatures of twenty (20) degrees Fahrenheit or below. This provision shall also apply to any future acquired parking areas.

Section 4. When the temperature at a location is less 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 86

Dress Code

Section 1. Bargaining unit members shall groom and attire themselves in a neat, clean manner appropriate to the conduct of Government business. The Parties recognize that geographical dress customs vary and may be considered.

Section 2. Neckties are not mandatory, except in special identified circumstances in the Flight Inspection Services bargaining unit.

Section 3. Grooming and attire shall adhere to all safety requirements in accordance with applicable safety regulations.

Section 4. The display and wearing of Union insignias such as pins and pocket penholders shall be permitted. Apparel shall not be considered inappropriate because it displays the Union logo or insignia.

ARTICLE 87

Employee Facilities and Services

Section 1. The Union shall have the right to have a member on the cafeteria committee where such a committee exists or is established, and participate in accordance with applicable law or regulation.

Section 2. The Agency will provide and maintain a microwave oven and a refrigerator at:

- a. all permanent duty stations;
- b. long range radars,;
- c. Alaskan remote hub facilities;

- d. other remote locations with existing meal preparation and storage space where employees are frequently required to work for significant periods of time; and
- e. other locations where they are currently provided by the Agency.

At facilities with more than one hundred (100) employees, the agency will provide an additional microwave oven and a refrigerator.

Section 3. A coffee maker will be provided at all permanent duty stations except when specifically prohibited by food service contractual requirements.

Section 4. The Agency shall maintain operational, clean and adequately stocked restrooms at all of its permanent duty stations.

Section 5. At facilities with kitchens, the Agency shall maintain an adequate stock of cleaning supplies.

Section 6. At facilities 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.

ARTICLE 88

Personal Property Claims

Section 1. As specified in FAA Order 2700.14B, dated 12-19-83, employees may make claims for damage to or loss of personal property resulting from incidents related to their performance of duties. The Agency agrees to assist a claimant in the proper filing of any such claim.

ARTICLE 89

New Facilities and Current Facility Expansion/Remodeling

Section 1. Concurrent with the request for the approval of funding to build a new facility, combine several functions at a newly acquired location, or expand and/or remodel an existing facility where bargaining unit employees will be affected the Union shall be notified in writing at the appropriate level.

Section 2. 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 3. In the event the Agency formulates a work group to address matters referenced in Section 1, the Union may designate a participant. The Union designee will provide technical expertise and will be provided access to the same information provided

to other group members and will be responsible for informing the Union on the project status. The Union's designee shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem, when appropriate, while participating on the work group.

Section 4. 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 bargaining unit employees will be affected.

Section 5. Nothing in this Article shall be construed as a waiver of any Union or Agency right.

ARTICLE 90

Maintenance Data Terminals

Section 1. Maintenance Data Terminals (MDTs) are government computers and are provided to bargaining unit employees for official use only. All employees who are assigned an MDT will have access to the "TI 6030.7 MDT Configuration Management Users Guide." MDTs may be used for the following activities:

- a. automated logging;
- b. remote maintenance monitoring and control;
- c. access to the FAA Intranet;
- d. access to FAA email;
- e. as test equipment for performing certifications, remote maintenance, etc.;
- f. as a training medium;
- g. administrative work associated with maintenance of the NAS;
- h. representational duties in accordance with this Agreement; and
- i. any other work activities assigned by the Agency.

Section 2. All employees who are assigned an MDT will have access to directives relating to MDT use, Internet policy and misuse, and security of government property, including but not limited to:

- a. FAA Personal Property Process & Procedures Guide;
- b. FAA Order 1370.81, Electronic Mail Policy;
- c. FAA Order 1370.79, Internet Policy;
- d. HRPM ER-4.1, Standards of Conduct;
- e. FAA Order 1370.82, Information Systems Security Program; and
- f. FAA Order 6000.15, General Maintenance Handbook for NAS Facilities

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

ARTICLE 91

Required Equipment

Section 1. Where not addressed elsewhere in this Agreement, the Agency shall determine and provide the equipment required for the safe, successful, and efficient accomplishment of the work assigned. The employee is responsible for appropriate and proper use, maintenance, and safeguard of equipment supplied by the Agency.

Section 2. At least annually during the month of March, and more frequently if necessary, employees shall provide a list of their equipment needs, including justification, to their immediate supervisor for consideration by the Agency. The supervisor and the employee shall discuss the needs and the Agency shall make a determination as to the validity of the need and issuance of the equipment.

Section 3. The Parties agree to retain all rights under law and this Agreement.

ARTICLE 92

National Airspace System (NAS) Technical Data and Directives

Section 1. The Agency shall provide bargaining unit employees access to current manuals for all equipment in the NAS, commensurate with their appropriate work situation. Manuals will be provided in the current media of exchange, i.e., CD, Intranet/Internet, hard copy, etc.

Section 2. The Agency will ensure that the Union's national office is provided electronic access to NAS technical data and directives commensurate with the access and information available to bargaining unit employees.

Section 3. The Parties recognize that in some instances a more detailed description may be required to fully understand the extent of the data provided. In such cases, the Agency, upon request, may provide the Union at the national level with the Agency's Impact and Implementation Evaluation Information Sheet, or equivalent, for the change to the NAS system and directives. If the Union's request is denied, the Agency will provide a written explanation for its decision.

Section 4. The Agency will notify the Union at the national level quarterly when changes are made to restoration response codes for equipment maintained by bargaining unit employees.

ARTICLE 93

Technical Inspection Reports

Section 1. The Agency agrees to provide an official signed copy of facility technical inspection reports to the Union representative at the first and second levels upon request by the Union. Once the official copy is signed, the Agency will provide an electronic copy if reasonably available.

ARTICLE 94

On-the-Job Training

Section 1. On-the-job training instructors (OJTI) will be compensated with premium pay at the rate of ten (10) percent of the applicable hourly rate of adjusted base pay times the number of hours and portions of an hour during which the employee is providing formal on-the-job training (OJT).

Section 2. OJT instruction shall be considered formal when administered by an OJTI deemed qualified by the Agency; and

- a. the OJT is being given pursuant to an OJT plan developed and approved by the Agency on a system/service as contained in FAA Order 3000.57; or
- b. when Flight Inspection aircrew members conduct airborne mission/aircraft training or evaluation. Premium pay will only be paid for airborne hours annotated on the Daily Flight Log (DFL).

Section 3. In the event the Agency at the national level determines that certain OJT assignments not covered by this Article are eligible for OJT premium pay, the Agency will notify the Union at the national level of its determination. Annually, the Union at the national level may submit written recommendations concerning additional OJT assignments that it believes should be considered appropriate for premium pay. The Agency agrees to review the Union's recommendations and advise the Union of the results of its review.

Section 4. OJT pay will be paid in addition to any other authorized premiums. OJT will only be paid for those hours when OJT is being provided as identified above.

Section 5. The Agency agrees to supply a current list and updates of all OJTIs to the local Union representative.

Section 6. When other qualified employees are available, Union representatives shall not be required to perform OJT instruction duties.

Section 7. Employees who are not selected to be an OJTI, upon request, shall be advised in writing of the reasons for non-selection. When applicable, specific areas the employee needs to improve to be considered for an OJTI position shall be identified.

Section 8. Based on staffing and workload, and mission requirements, OJTI assignments will be made to OJTIs in a fair and equitable manner.

ARTICLE 95

Training

Section 1. Training shall be administered in accordance with FAA directives and this Agreement.

Section 2. The Agency determines individual training methods and needs and whether required training will be resident, distance learning, on-the-job (OJT), refresher, or Enhanced Hands-On Training (EHOT) and Demonstration of Proficiency (DoP). Employees will be given the opportunity to receive training in a fair and equitable manner without regard to race, color, sex, religion, national origin, age or sexual orientation. FAA sponsored programs are limited to the training of employees in the performance of their official duties and training which is not otherwise available for the development of specialized skills, knowledge and abilities necessary for the performance of their official duties.

Section 3. Employees may request refresher courses in areas where they previously received training. Refresher training shall be administered in accordance with FAA policy. This request for training may also be made in areas where training was received at least one year prior to the new equipment being installed at their facility. The purpose of this requested training is to increase proficiency and continued excellence within their fields. Employees may also request to receive training in areas in which they are not currently specialized. All training requests are subject to supervisory approval and budget.

Section 4. When the Agency determines that training is required, employee assignments will be guided by the following factors:

- a. established training prerequisites;
- b. employee job qualifications;
- c. employee job performance,;
- d. employee career development needs;
- e. employee availability;
- f. workload assignments; or
- g. new technologies or changes to existing technologies and their applications.

In the event all factors are equal, service computation date (SCD) seniority will be used to make the selection. In the event of identical SCD's, FAA seniority will prevail.

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

Section 6. The Agency shall normally notify the employee at least sixty (60) days prior to the starting date of resident or Computer Based Instruction (CBI) training requiring travel and per diem. When at least sixty (60) days' notice is not given and more than one equally qualified candidate is available for selection, candidates may ask to be excused provided the facility quota is filled and the Agency intends to train more than one candidate. However, an employee who is given less than twenty (20) calendar days' notice of assignment to a resident or CBI training course requiring travel and per diem of more than two (2) consecutive weeks' duration will have the right to refuse to attend that particular course or courses if an equally qualified candidate is available for selection.

Section 7. It is recognized that training may be impacted by the environment in which it is accomplished. Therefore, the Agency will endeavor to provide an environment conducive to the learning process.

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 CBI training and there is a substantial interruption caused by CBI 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. Revocation of certification authority will be administered in accordance with FAA Directives, including but not limited to FAA Order 3000.57, paragraph 5-14 and TI 4040.57, Vol. II. The employee shall be provided with a copy of and have an opportunity to discuss with his/her immediate supervisor, the information used in making the determination to revoke the certification. Any required retraining shall be in accordance with FAA policy and this Agreement.

Section 12. 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 HRPD LD-5.11, Continuous Learning-Formal Education, and HRPD LD-5.5, Learning and Development-Administration and will be administered in a fair and equitable manner.

ARTICLE 96

Voluntary Study

Section 1. Employees may voluntarily enroll in FAA directed study courses designed to improve their work performance, expand their capabilities, and increase their utility to the Agency. Through the FAA Academy, employees may participate in a multi-disciplined approach to distance learning, which includes Web 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 97

Travel and Per Diem

Section 1. Unless otherwise specified in this Agreement, reimbursement for travel expenses shall be in accordance with the FAA Travel Policy (FAATP).

Section 2. In order 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:

- a. Employees are to submit vouchers to approving officials within five (5) workdays of completion of authorized travel or every twenty-one (21) calendar days if the employee is in a continuous or extended stay travel status. Employees shall be permitted to complete vouchers on duty time.
- 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, he/she 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 3. When travel is direct between duty points which are separated by several 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 may be authorized if the scheduled flight time (including stopovers of less than eight (8) hours) exceeds fourteen (14) hours by a direct or usually traveled route.

Section 4. In determining allowable enroute per diem for TDY assignments, the Agency will use an average rate of three hundred fifty (350) miles per day of travel.

Section 5. If an employee will be going on an “extended stay” travel assignment under 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 sixty (60) percent of the maximum lodging rate set by the GSA, and the employee has sought assistance from his/her 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.

Section 6. If the employee on an extended stay travel assignment is unable to secure lodging with adequate kitchen facilities, the employee will seek assistance from his/her 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 will apply.

Section 7. Although proof of commercial lodging is required, employees who are reimbursed at a fixed rate established under the FAATP shall not be required to submit receipts unless the fixed rate has been raised in accordance with the provisions of this Section.

Section 8. When an employee on an extended stay elects to return home 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. Employees who are authorized a return trip home while on extended stay travel may use his/her “frequent flyer miles” for these return trips consistent with the FAATP and government-wide regulations.

Section 9. Return Trips Home:

- a. A periodic return trip home, as provided in the FAATP, is justified for employees performing an extended travel assignment. Therefore, an employee performing an extended stay travel assignment, which is projected to be sixty (60) days or longer or an employee is on a continuous travel assignment, shall be authorized, at the election of the employee, one (1) round trip to his/her home during each sixty (60) day period. The travel will be completed during off-duty time. Use of the government travel card, in lieu of using a personal credit card, is required for all such travel when using government rates.
- b. For Engineering Services employees, the employee's "home" for purposes of the FAATP shall be designated by the employee before the employee begins an extended stay travel assignment. Any change to this designation shall be communicated to the Agency as soon as practical. In designating the employee's "home," the following applies:
 1. If the employee has a residence as defined in the FAATP, that place shall be the employee's "home."
 2. If the employee does not have a residence as defined in the FAATP, then the "home" will generally be the employee's official duty station. The employee, however, may elect an alternate location for the "home" if he/she establishes a reasonable nexus to that alternate location.

Section 10. Upon request, employees shall be authorized the use of portable dwellings, such as a recreational vehicle (RV), for long-term or continuous travel. Notwithstanding the provisions contained in the FAATP, an employee's allowable lodging costs shall include monthly telephone use fees and other reasonable and customary fees normally charged at an RV facility.

Section 11. When an employee obtains lodging in accordance with the FAATP and associated travel is curtailed, canceled or interrupted, it shall be considered that the employee acted reasonably and prudently if the expense was incurred based on time projections as conveyed in writing by the Agency to the employee.

Section 12. Mileage reimbursement for a privately-owned vehicle (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. To the extent practicable, the Agency shall provide employees a minimum of thirty (30) days notice of the beginning and end dates of 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 14. When long term extended 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 15. 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.

Section 16. The Agency recognizes the need for local transportation for employees assigned to out-of-agency training; therefore, the use of a rental car at the training site will be authorized where appropriate. Rental cars shall be obtained from rental car companies identified on the Defense Travel Management Office (DTMO) contract unless approved in advance. This Section applies to employees who utilize common carrier transportation.

Section 17. To the maximum extent practicable, the Agency shall schedule the time to be spent by an employee in a travel status away from his/her 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 his/her request. Employees shall be compensated in accordance with HRPM Policy Bulletin #41, Travel Compensatory Time, and applicable Agency directives.

Section 18. Upon the employee's request, the Agency shall assist the employee in responding to and resolving travel audit findings.

Section 19. Employees shall be provided adequate duty time to make their travel arrangements within a reasonable time after receiving the travel assignment.

Section 20. When completing a cost comparison, the employee will utilize the non-restricted government fare under the City Pair Program (YCA). When such fare does not exist, a cost comparison will be done in accordance with the FAATP.

Section 21. The Agency will evaluate a request for reasonable travel modification from an employee with a special physical need. Such need must either be clearly visible or discernible, or substantiated in writing by a competent medical authority. When the Agency determines that a special physical need exists, the Agency will pay any expenses deemed necessary by the Agency to accommodate the need. Travel modifications under this Section are separate and apart from reasonable accommodations required in accordance with the Americans with Disability Act (ADA).

Section 22. When an employee is in a travel status for two (2) or more consecutive nights, he/she will be authorized one (1) brief call to his/her 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 his/her residence over the commercial long distance network per week (or each seven (7) day period for longer trips). Calls over commercial telephones will be reimbursed in accordance with FAATP. This section does not apply on extended stay travel assignments.

Section 23. Flight Inspection Services crewmembers will provide the Flight Inspection Central Operations (FICO) office their travel itinerary when commercially traveling to/from aircraft. This shall normally occur prior to travel.

Section 24. To the maximum extent practicable, Flight Inspection Services crewmembers on an international commercial itinerary will travel together for security and mission concerns. Exceptions to this policy must be approved in advance by the Agency.

Section 25. Unless prohibited by law, in the application of the FAATP to the provisions of this Article, the definition of "immediate family" as set forth in the glossary to this Agreement shall be applicable.

ARTICLE 98

Government Travel Charge Card

Section 1. Employees who are required to travel a minimum of two (2) or more times a year will be issued a Government contractor-issued charge card for official travel. The issuance and use of the Government credit card shall be administered in accordance with applicable laws, rules, regulations, the DOT Travel Card Management Policy (Policy), and this Agreement.

Section 2. The government travel charge card shall only be used for allowable expenses associated with official government travel. In accordance with law and Policy, employees will use the card to pay for official travel expenses to the maximum extent possible, including, but not limited to, transportation, lodging, meals and car rental expenses. An employee's misuse or abuse of the government travel charge card may result in disciplinary action.

Section 3. Credit limits and cash withdrawal (ATM) limit restrictions for all government travel charge cards shall be as established by the Policy.

Section 4. Cardholders who do not maintain their "Frequent Traveler" status will be subject to travel card credit and cash withdrawal limit restrictions as established by Policy. Prompt implementation of increases to credit limits will be considered a priority

by the Agency. If the Agency cannot have the travel charge card limits reinstated before the employee is required to travel, the employee may pay for travel expenses, other than airfare, using personal funds until the limits are reinstated. Under these circumstances, the Agency will provide the employee with the appropriate airfare or ticket sufficiently in advance for the employee to travel. Under these circumstances, the employee shall not be required to sign the statement set forth in Section 10.4 of the DOT Travel Card Management Policy.

Section 5. Frequent travelers or employees on extended stay assignments may request a temporary increase to his/her travel charge card credit/cash withdrawal limits through his/her Frontline Manager. Any such increase(s) may be made on a trip-by-trip basis. Once approved, prompt implementation of the increase(s) will be considered a priority by the Agency. If the Agency cannot implement the increase(s) before the employee is required to travel, the employee may pay for travel expenses, other than airfare, using personal funds until the limits are increased. Under these circumstances, the Agency will provide the employee with the appropriate airfare or ticket sufficiently in advance for the employee to travel. Under these circumstances, the employee shall not be required to sign the statement set forth in Section 10.4 of the DOT Travel Card Management Policy.

Section 6. No credit check will be performed on an employee as a prerequisite to maintaining a government travel charge card. However, a credit check is required for a first time applicant and will be administered in accordance with law, policy, and this Agreement.

Section 7. If obtaining a credit score is not possible, (e.g., the applicant refuses to provide consent or does not have a credit history), or in the event the applicant has a credit score of less than 660, the Agency will issue the employee a "restricted" travel card, as defined in the Policy.

Section 8. If an employee's credit report contains incorrect or incomplete Agency work-related information that has negatively impacted the employee's credit worthiness, the employee shall be permitted to contact the credit reporting companies and appropriate National Program Coordinator (NPC) and Agency/Organization Coordinator (A/OPC) officials while on duty time to take corrective action, staffing and workload permitting. The Agency agrees to promptly assist the employee in correcting the report or removing the inaccurate or incomplete Agency work-related information. Employees may not use duty time to address credit problems unrelated to their Agency employment.

Section 9. An employee with a restricted travel account may request an unrestricted account after maintaining an account in good standing absent any suspensions or other risk indicators (ex: a history of partial payments, improper transactions, failure to pay bill by due date, etc.) in the previous 12 months. Absent any suspensions or other risk indicators in those 12 months, the restrictions shall be removed.

Section 10. Before an employee is required to travel, he/she 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 or was cancelled prior to February 17, 2011.

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 his/her 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 GovTrip 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 him/her that the Agency intends to offset his/her 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 bi-weekly installment amount, the number of installments, and the date the offsets shall begin.

Section 16. Employees who have not been issued a government travel charge card or who have had their account suspended or terminated shall be allowed to use personal funds, including a personal credit card, for official travel. Under these circumstances, the employee shall not be required to sign the statement set forth in Section 10.4 of the DOT Travel Card Management Policy.

Section 17. If a cardholder's account has been suspended by the A/OPC due to misuse and/or abuse, the cardholder may present a written statement to the A/OPC that explains the circumstances which led to the misuse and/or abuse, and outlines a corrective action plan to prevent future misuse and/or abuse. The action plan must list any disciplinary action taken and be signed by the employee's manager. Upon compliance with this procedure, the NPC will reinstate the suspended travel card account provided the employee has made full payments on the account when due and if the employee has only low risk indicators as described in Table 9-1 of the Policy. Reinstatement of the account of an employee whose risk indicators are medium to high or who has failed to make full monthly payments when due in the preceding twelve (12) months shall be at the discretion of the NPC.

Section 18. In order to ensure that employees are protected from adverse impact caused by their use of the card, the following will apply:

- a. Employees will not be required to pay the disputed portion of a billing statement until resolution of the disputed amount.
- b. Employees will not be responsible for any charges incurred against a lost or stolen card provided the employee reports such loss within forty-eight (48) hours of their discovery.
- c. The terms of the charge card agreement and a guide for the proper use of the card, billing, resolution of transaction disputes, suspension/cancellation procedures, and privacy act notice, including that relating to the use of Social Security numbers shall be provided at or prior to the time the travel charge card is issued.
- d. The Agency will ensure that cash limits for ATM access are commensurate with the employee's assignment.
- e. Employees will not be reported to any commercial credit bureaus unless through the fault of the employee the charge card account remains delinquent beyond one hundred twenty (120) days.

Section 19. If the Agency does not process an employee's travel voucher in a timely manner, which results in an employee's delinquent payment (sixty (60) days or more past due), the delinquent payment will not serve as the basis for disciplinary action.

Section 20. If a valid reason precludes an employee from filing a timely claim for reimbursement, which results in delinquent payment, the delinquent payment will not serve as a basis for disciplinary action.

Section 21. If an employee does not possess a government travel charge card or the charge card privileges have been terminated because of misuse or delinquency, the employee shall be provided a ticket for transportation if one is required.

Section 22. In accordance with the Policy, if the Agency detects an instance where a cardholder uses his/her 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. his/her improper use of a personal credit card for official travel, and
- b. his/her understanding that the Agency will not reimburse the cardholder for future official travel expenses charged to a personal credit card where the Government travel card serves as an acceptable form of payment.

Section 23. The Agency, upon request by the Union at the national level, will provide an annual briefing on the efforts of the Agency and the credit card contractor to protect Personally Identifiable Information (PII) from cybersecurity threats.

When the Agency is made aware by the credit card contractor that employees' PII has been compromised, stolen or lost, the Agency shall immediately notify the Union at the national level and the affected employee(s). Upon request by the Union, the Agency will provide a status report concerning the credit card contractors' security breach. In accordance with applicable law, the Agency shall provide credit monitoring or identity theft protection to remediate or redress instances where an employee's PII has been compromised, lost or stolen.

ARTICLE 99

Moving Expenses/Permanent Change of Station (PCS)

Section 1. Unless otherwise specified in this Agreement, reimbursement for relocation expenses shall be in accordance with the FAA Travel Policy (FAATP). Any relocation allowance (full/fixed rate PCS) authorized by the Agency will be specified on vacancy announcements.

Section 2. For the purpose of this Article, the official station is the building or reporting location to which the employee is permanently assigned. Employees transferring from one official station to another for permanent duty are authorized reimbursement of moving expenses and temporary quarters subsistence only when the following conditions are met:

- a. the transfer is in the interest of the Government and is not primarily for the convenience or benefit of the employee or at the employee's request;
- b. official stations are separated by at least fifty (50) miles;
- c. the commuting distance between the old residence and the new official station is fifty (50) miles greater than the distance to the old official station; and
- d. the commuting distance from the new residence to the new official station is less than the commuting distance from the old residence to the new official station.

Section 3. Employees who do not meet the requirements in Section 2 are authorized reimbursement of moving expenses for involuntary moves as a result of facility realignments, as defined in Article 106, Section 1, or directed reassignments, when the following conditions are met:

- a. official stations are separated by at least ten (10) miles; and

- b. the Agency has determined that the relocation was incident to the change of official station, in accordance with the FAATP.

Employees who are authorized for reimbursement under this Section are not eligible for reimbursement of house-hunting trips, temporary quarters, or storage of household goods.

Section 4. House-hunting trips, not to exceed ten (10) calendar days, shall be authorized when the following conditions exist:

- a. the employee is authorized relocation benefits for a PCS in accordance with the FAATP and this Agreement;
- b. both the old and new official stations are located within a non- foreign area;
- c. the employee is not assigned to government or other prearranged housing at the new official station;
- d. the old and new official stations are seventy-five (75) or miles apart (as measured by map distance) via a usually traveled surface route.

Reimbursement for expenses in connection with house-hunting trips shall be authorized in accordance with the FAATP.

Section 5. Employees will be reimbursed for temporary quarters subsistence expenses (TQSE) subsistence costs while occupying temporary quarters for a period of up to sixty (60) days. Approval must be given in advance and the employee must be on an official Travel Authorization. Such reimbursement applies to moves within the United States, its territories and possessions, and the Commonwealth of Puerto Rico.

- a. Any time expended in a house-hunting trip is included in the initial sixty (60) day period.
- b. Temporary quarter's authorizations may be extended in accordance with the FAATP.
- c. For employees authorized the fixed rate method of reimbursement, subsistence costs will be reimbursed for no more than thirty (30) days. This time period is not reduced if the Agency authorizes a house-hunting trip.

Section 6. If a relocation services program and/or a home sale program is established by the Agency during the term of this Agreement, such programs shall be extended to bargaining unit employees when they become applicable to other Agency employees.

Section 7. When reimbursement of travel expenses is authorized, employees shall receive a miscellaneous expense allowance equal to one (1) week's adjusted base pay corresponding to the new official station, at the minimum of the J-Band in the FV pay system. No receipts will be required to substantiate expenses incurred.

Section 8. Reimbursement for the cost of shipping a privately-owned vehicle (POV) within the CONUS shall be authorized when the distance between the old and the new duty stations exceeds fifteen hundred (1,500) miles and it is determined to be advantageous and cost effective to pay the cost of shipping the employee 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 his/her 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 his/her 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 his/her full payment no later than thirty (30) days prior to the date of transfer.

Section 17. Transferred employees who receive a paid PCS relocation move shall not be entitled to another paid PCS move until twelve (12) months after their new duty station report date. However, this Section shall not apply in cases of involuntary moves as defined in Section 3 of this Article.

ARTICLE 100

FAA Technical Training Travel

Section 1. Travel under this Article will be in accordance with the FAATP and this Agreement.

Section 2. To the maximum extent practicable, the Agency shall schedule the time to be spent by an employee in a travel status away from his/her 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 his/her request. Employees shall be compensated in accordance with

HRPM Policy Bulletin #41, Travel Compensatory Time, and applicable Agency directives.

Section 3. Staffing and workload permitting, the Agency will authorize employees traveling from Alaska to the FAA Academy for technical training 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 4. For the purposes of this Article, common air 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. 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.

Section 5. At the request of the employee, travel by other than common air carrier may be authorized.

Section 6. The Agency will authorize reimbursement for up to three (3) pieces of checked luggage for an employee traveling by common air carrier to attend an extended stay technical training assignment.

Section 7. 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 technical training. An employee who elects and is authorized to use a POV will be granted up to one (1) day for travel each way. Reimbursement for per diem will be consistent with the FAATP.

Reimbursement of allowable expenses shall be made consistent with a cost comparison of the lesser amount of a. or b. as follows:

- a. cost of air 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
- b. POV mileage from and to their residence to the training location.

Section 8. The use of a rental car at the training destination will be authorized when the employee uses common carrier transportation for travel to attend technical training. The use of anything other than an economy class car must be pre-approved and justified on the employee's travel authorization. Rental cars shall be obtained from rental car companies identified on the Defense Travel Management Office (DTMO) contract unless

otherwise approved in advance. When a rental car is authorized, the agency shall reimburse fuel expenses.

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.

Section 9. The authorized per diem allowance for an employee on an extended stay assignment shall be in accordance with FAATP.

Section 10. When an employee will be going on an extended stay travel assignment under FAATP and FEMA approved accommodations cannot be found at the fixed rate of sixty percent (60%) of the maximum lodging rate set by GSA, the employee will seek assistance from his/her front line manager or approving official. If FEMA approved accommodations still cannot be found, the employee's authorization shall reflect approval for a higher lodging rate, not to exceed the daily GSA maximum lodging rate.

Section 11. If the employee on an extended stay travel assignment is unable to secure lodging with adequate kitchen facilities, the employee will seek assistance from his/her 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 will apply.

Section 12. The Agency has determined that a bargaining unit employee's efficiency and productivity will be enhanced if permitted to return to his/her home or to another destination during an extended stay technical training assignment. Therefore, an employee attending a course or consecutive courses of training for more than sixty (60) calendar days shall be allowed one round trip to his/her home station, or some other destination, provided the cost is not more than the cost for round trip travel to the employee's home station, during that period. 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. Subsequent travel will be allowed in the same fashion for every additional sixty (60) calendar days of the same training assignment.

Section 13. When an employee is on a short-term training assignment at the FAA Academy, 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 per diem will commence at the beginning of the second training assignment.

When an employee is on a short-term training assignment at the FAA Academy, 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.

Per diem entitlement for periods between training assignments will be handled in accordance with FAATP.

ARTICLE 101

Local/Work Site Travel

Section 1. Employees not in travel status, whose duties require travel to other facilities from official duty locations, shall perform such travel in official duty status.

Section 2. The Agency retains the right to require the use of a government owned vehicle (GOV) for Agency work based on operational considerations or business needs. The Agency will provide its considerations/business needs in writing, upon request. However, employees are permitted to use their privately owned vehicles (POVs) for Agency work consistent with Agency rules and regulations. An employee will not be required to use his/her 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 an available GOV, mileage will be paid at the reduced rate consistent with the Federal Aviation Administration Travel Policy (FAATP).

Section 4. When an employee travels by POV from his/her residence to a work site in the vicinity of his/her official duty station, a mileage allowance will be payable for the distance in excess of the usual commuting distance between residence and permanent duty station. Mileage reimbursement for the entire distance between residence and work site shall only be paid for unusual circumstances as prescribed by applicable directives.

Section 5. Local travel time and mileage will be compensated in accordance with the FAATP and applicable Agency directives.

ARTICLE 102

Travel Expenses for Interviews

Section 1. If the Agency determines that interviews are required in filling a bargaining unit position, travel expenses incidental to these interviews will be paid in accordance with the FAATP and this Agreement.

Section 2. With respect to travel expenses, the Agency shall treat all referred employees for bargaining unit positions the same throughout the selection process.

ARTICLE 103

Travel Compensatory Time

Section 1. Travel compensatory time will be administered in accordance with the FAA Policy Bulletin #41. An employee will earn travel compensatory time under all of the following circumstances:

- a. the employee is on travel approved in advance;
- b. the travel is away from the employee's official duty station;
- c. the travel occurs outside the employee's regular work hours; and
- d. time spent in travel is not otherwise compensable.

Section 2. An FAA employee may not receive payment under any circumstances for unused travel compensatory time.

Section 3. A bargaining unit employee may use travel compensatory time in lieu of sick leave requested due to the incapacitation of the employee.

ARTICLE 104

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, FAPM Letter 352-1, Chapter 2, HRPMS 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, his/her 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 his/her preceding employment agreement to exercise his/her 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 his/her post of duty that he/she 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 he/she intends to exercise his/her return rights.

Section 7. An employee exercising return rights shall be informed of all available bargaining unit vacancies for which he/she 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 he/she is returned.

If the list does not include a position at the employee's last official duty station prior to his/her 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 his/her former official duty station which meets the agreed upon arrangement. If a delay is not arranged, additional placement procedures will apply in accordance with FAPM 352-1, Chapter 2, Section 23c (2), (b), (c) and (d).

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 band or location of the proposed assignment.

Section 9. The Agency will advise the employee of his/her specific assignment at least sixty (60) calendar days prior to the expiration of his/her 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 his/her request, if his/her tour of duty is terminated before its expiration.

ARTICLE 105

Foreign Duty

Section 1. Any bargaining unit employee assigned duty outside the United States, or to one of its territories or possessions shall be covered by this Agreement.

Section 2. Any bargaining unit employee while assigned outside the United States, or to one of its territories or possessions, who is detained or held hostage, shall have all pay, per diem, and travel forwarded to that employee's designated personal representative (spouse if not designated) or as directed by the employee or designee in accordance with applicable laws and government wide regulations.

Section 3. Any bargaining unit employee assigned to duties outside of the United States, or to one of its territories or possessions, who expected to interface with the local population, shall receive a security briefing prior to reporting to his/her 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 106

Realignment of Work Force

Section 1. A realignment of the workforce is defined as an action requiring or involving the reassignment of bargaining unit employees or the abolishment of an employee's position as a result of, for example, a facility/office closing, facility/office relocation, severance of existing facility/office functions and/or services, facility/office consolidation, de-consolidation/de-combining, intra-facility/office or inter-facility/office reorganization. A national realignment of the workforce affects employees in more than one (1) Service Area, region or equivalent organizational level.

Section 2. In the event a realignment of the workforce results in the abolishment of an employee's position and requires the Agency to implement a reduction-in-force (RIF), the procedures outlined in Article 107 shall apply.

Section 3. The Agency shall notify the appropriate Union representative of realignments of the work force in accordance with Article 70, as appropriate. For facility/office closings, facility/office relocations, or facility/office consolidations which may result in the relocation of an employee outside his/her local commuting area, or national realignments covered by this Article, the Agency will provide not less than one hundred eighty (180) days notice.

Section 4. In the event that an administrative/directed reassignment becomes necessary as a result of one of the actions stated in this Article, the Agency shall expedite existing selections awaiting release to/from affected facility(s)/office(s) prior to making a decision as to the number of employees to be affected as well as the locations involved. Should it be determined that there are still employees subject to directed reassignments, the Agency agrees to set qualifications and solicit volunteers. The Agency will then assign the most senior volunteer(s). If there are insufficient volunteers, inverse seniority shall apply from among qualified employees.

Section 5. This Article does not preclude employees from voluntarily applying for reassignments to positions in an equal or lower pay band under the Agency's Employee Requests for Reassignment (ERR) process and merit promotion procedures.

Section 6. An employee who has been officially notified by the Agency that he/she will be involuntarily reassigned outside of his/her local commuting area as a result of a realignment of the workforce as defined in this Article shall receive priority consideration for bargaining unit vacancies at the same or lower pay band level within his/her former commuting area for which he/she is qualified, notwithstanding the area of consideration associated with the vacancies. To receive priority consideration, the employee must submit a timely application under an applicable vacancy announcement or the Agency's ERR process. When applying for a vacancy under this Section, the employee shall identify on his/her application that he/she is eligible under a Selection Priority Program (SPP). When submitting an ERR, the employee shall indicate in his/her cover letter that he/she is eligible for priority consideration under this Article. The employee's right to priority consideration shall end one (1) year from the date of notice of the involuntary reassignment or his/her decision to accept or not accept an offered position under this Section, whichever comes first. Priority consideration will also be terminated upon cancellation of the notice of involuntary reassignment. An employee shall not be eligible to receive Permanent Change of Station (PCS) benefits under this Section.

Upon request, the following information shall be made available to the employee:

- a. whether the employee was considered for the position and, if so, whether he/she 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 his/her chances for future selection.

Section 7. In-lieu of the normal grievance process, the appropriate Regional Vice President or National Representative may file a grievance regarding the involuntary reassignment of an employee under the procedures of this Article by initiating the grievance in accordance with Article 5, Section 7, Step 3. The Step 3 Agency official shall respond to the grievance in writing within seven (7) calendar days following the submission of the grievance. If not resolved, and upon the Union's request, the Parties mutually agree that such grievances will be referred to expedited arbitration and handled in accordance with Article 5, Section 10 of this Agreement.

Section 8. Nothing in this Article is intended as a waiver of any bargaining obligation with respect to remaining substantive issues and/or the impact and implementation arising from any change as a result of the implementation of any provision of this Article.

ARTICLE 107

Reduction-in-Force

Section 1. A Reduction-in-Force (RIF) shall be administered in accordance with applicable Agency Directives and this Agreement. The Agency agrees to avoid or minimize a RIF by taking such actions as restricting recruitment and promotions, by meeting ceiling limitations through normal attrition and by reassignment of qualified surplus employees to vacant positions. The competitive area is defined as the straightline organization within an employing jurisdiction in its respective commuting area.

When the number of employees in any organization covered by this Agreement must be reduced, the Agency shall make every reasonable effort to place surplus employees in other positions within the Agency with the least possible interruption to their careers and personal lives. The Agency will provide the Union at the national level a list of all current and projected vacancies available for the placement of surplus employees within

the Service Area, region or equivalent organizational level. Separation of employees by RIF shall take place only after all reasonable alternative actions have failed to solve the surplus.

Section 2. The Agency agrees to notify the Union at the national level at least ninety (90) days prior to implementation when it has been determined that a RIF action will be necessary within the unit. The Union will be notified as to the number of positions to be reduced and the vacant positions that the Agency has authorized for staffing. The Agency and the Union will negotiate the procedures that the Agency will follow in the implementation of the RIF in accordance with Article 70.

The Union agrees to provide the Agency with its views on the planned 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 his/her involvement, upon request.

Section 4. At the end of the RIF, the Union will be provided a list of all vacancies filled during the RIF.

Section 5. Bargaining unit employees who are affected by a RIF shall be entitled to all benefits provided by law, rule or regulation, including those provided under the FAA Personnel Management System (PMS), Agency directives and this Agreement. The Agency agrees to implement the provisions of the FAA Career Transition Program in accordance with Article 108.

ARTICLE 108

Career Transition Assistance

Section 1. Unless otherwise specified in this Agreement the Agency will provide career transition assistance in accordance with Human Resource Policy Manual, EMP-1.22 (Career Transition Program), to all employees who have received a FAA reduction-in-force (RIF) separation notice or who have been separated through RIF procedures in the FAA (displaced employees) as well as to employees who are likely to face displacement through anticipated FAA RIF or internal reorganization/realignment to a different position (surplus employees).

Section 2. A Certification of Surplus Status (CSS) will be issued by the head of the Line of Business (LOB) or his/her designee within thirty (30) days of the determination that an employee is surplus and can cover a period of up to six (6) months. Certifications may be renewed in increments of up to six months each for as long as the employee is surplus.

Section 3. An employee who has declined a directed reassignment or transfer of function reassignment outside the local commuting area and who has received a proposed separation notice or has been involuntarily separated will be considered an affected employee.

Section 4. The Agency will make every reasonable effort to provide surplus employees with up to sixteen (16) hours of duty time per pay period to pursue career transition activities.

Section 5. The Agency agrees to provide displaced employees with a minimum of thirty-two (32) hours of duty time per pay period. Subject to staffing and workload affected employees will receive up to thirty-two (32) hours of duty time per pay period to pursue transition activities.

Section 6. Surplus, displaced, and affected employees shall be given reasonable access to Government local and long distance telephone service, copy machines, computers, Internet access and e-mail, and printers and fax machines, where available. This equipment may be used to pursue transition activities when not in use by the Agency.

Section 7. The Agency shall supply closeout performance evaluations to any displaced or affected employee who has been working under an existing career level definition for at least ninety (90) days.

Section 8. Affected employees who have received a proposed separation notice, but who have not yet received a final separation notice, shall receive priority consideration for vacancies within the Agency for which they are qualified, within the local commuting area. To receive priority consideration, the employee must submit a timely application under the applicable vacancy announcement.

Section 9. For two (2) years following their date of separation, affected employees shall be given first consideration for reemployment into a vacant FAA position in which they are qualified for under the following conditions:

- a. the vacant position is at or below the pay band level from which the individual was separated;
- b. the area of consideration stated in the vacancy announcement includes any non-FAA applicants;
- c. the individual submits a timely application under the vacancy announcement; and
- d. the individual includes with his/her application, a copy of the first consideration eligibility letter that was provided with the separation notice.

First consideration means that the resume/application of the involuntarily separated applicant(s) for a position will be forwarded to the selecting official for consideration ahead of candidates outside the Agency. Relocation expenses are not authorized for affected employees under the provisions of the Article.

Section 10. Affected employees who are involuntarily separated shall be provided a letter explaining their eligibility for first consideration. This letter shall be given to an employee simultaneous with the final separation notice.

ARTICLE 109

Severance Pay

Section 1. An employee who has been employed for a continuous period of at least twelve (12) months and who is involuntarily separated from employment for reasons other than misconduct, delinquency, or inefficiency and who is not eligible for an immediate annuity shall receive severance pay.

Section 2. Severance pay consists of:

- a. a basic severance allowance computed on the basis of one (1) week's adjusted base pay at the rate received immediately before separation for each year of civilian service up to and including ten (10) years of which severance pay has not been received under this or any other authority and two (2) weeks' adjusted base pay at that rate for each year of civilian service beyond ten (10) years for which severance pay has not been received under this or any other authority; and
- b. an age adjustment allowance computed on the basis of ten (10) percent of the total basic severance allowance for each year by which the age of the recipient exceeds forty (40) years at the time of separation.

Total severance pay under this Section may not exceed one (1) year's pay at the rate received immediately before separation.

If the employee dies before the end of the period covered by payments of severance pay, the payments of severance pay with respect to the employee shall be continued as if the employee were living and shall be paid on a pay period basis to the survivor of the employee.

Section 3. Upon separation, the Agency shall pay the employee severance pay at biweekly intervals in an amount equal to his/her 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 110

Contracting Out

Section 1. The Agency shall notify the Union at the national level of its intention of performing a national review on the contracting out of a bargaining unit function or service that would significantly alter the scope of an employee's work assignments/responsibilities. The Union will be given an opportunity to provide input into the review. By mutual agreement, the Union may also be provided an opportunity to participate in the review process.

When a manager is considering whether to contract out work that normally is performed by bargaining unit employees at a particular location, and the value of the proposed contract exceeds \$2,500, he/she shall notify the Union at the appropriate level as soon as practicable.

Subsequent notice will be provided to the Union at the appropriate level if a solicitation of bids occurs.

Section 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.

ARTICLE 111

FAA Reform

Section 1. The Federal Aviation Administration's (FAA's) personnel management system is exempt from all of Title 5 of the United States Code (U.S.C.) except for the following:

- Section 2302(b), relating to whistleblower protection;
- Sections 3308-3320, relating to veterans' preference;
- Chapter 71, relating to labor management relations;
- Section 7204, relating to antidiscrimination;
- Chapter 73, relating to suitability, security and conduct;
- Chapter 81, relating to compensation for work injury; and
- Chapters 83-85, 87 and 89, relating to retirement, unemployment compensation and insurance coverage.

Section 2. Notwithstanding the provisions of Section 1, the FAA continues to be subject to the following portions of Title 5 in that they are not part of the Personnel Management System:

- 5 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 112

Effect of Agreement

Section 1. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing or future Agency/DOT rules, regulations, directives, orders, policies and/or practices which are in conflict with the Agreement.

Section 2. All matters addressed by this Agreement, except as noted in Section 1, shall be governed by any such Agency/DOT rules, regulations, directives, orders, policies and/or practices.

Section 3. The Agency agrees to apply applicable rules, regulations, directives, orders, policies and/or practices in a fair and equitable manner. Any changes thereto will be in accordance with Article 70 of this Agreement.

Section 4. Any provisions of the United States Code (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, regional/service area, and national levels.

ARTICLE 113

Agency Directives

Section 1. All applicable Agency directives shall be maintained and/or be available electronically at all Agency offices/facilities where bargaining unit employees are located. These documents shall not be removed from the office or facility. Where copying equipment is available, the Union shall have the right to copy such material for representational purposes at no cost to the Union.

Section 2. The Union's national and regional levels shall be provided an electronic copy of all directives that relate to personnel policies, practices and working conditions of employees in the bargaining unit in effect at the time of execution of this Agreement. This includes directives at all levels of the Agency. The Union's national and regional levels shall be placed on a distribution list for future issuances and/or changes of all such directives. If not available electronically, the Agency shall provide the Union with a hard copy of any of the above documents.

Section 3. The Agency shall annually provide the Union's national and regional levels a complete list of the documents identified in this Article. If not available electronically, the Agency shall provide the Union with a hard copy of the list.

Section 4. The Agency will ensure that the Union's national office is provided electronic access to information commensurate with the access and information available to bargaining unit employees.

Section 5. No official time or travel will be authorized for representatives to review these directives other than the official time authorized in this Agreement.

ARTICLE 114

Publicizing the Agreement

Section 1. The Agency will provide, at no cost to the Union, 5 ½ X 8 ½" spiral bound book copies of this Agreement, printed in type that can be easily read, to each bargaining unit employee. The Agency will also provide a book copy to all employees entering the bargaining unit after the effective date. The cover of the Agreement book shall be dark green with white print and shall contain each Party's logo measuring not less than two (2) inches in diameter.

Section 2. The Agency will also provide one thousand (1,000) spiral bound book copies and the electronic version of the Agreement that was used to print the book copies to the Union's national office.

ARTICLE 115

Reopener

Section 1. In the event legislation or government-wide rules or regulations are enacted which affect any provision of this Agreement, the Parties, at the request of either Party, 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 116

Duration

Section 1. This Agreement shall remain in effect for sixty (60) months from the date it is approved under Section 7114(c) of the Statute, or on the thirty-first day after it is signed by both Parties, whichever occurs first.

Section 2. This Agreement shall be automatically renewed for periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate the Agreement. If this Agreement is automatically renewed under this Section, the policies of DOT and FAA, current at the time of renewal, shall be controlling in the event of conflict or incompatibility with the Agreement.

Section 3. Written notice to amend or terminate the Agreement must be given not more than one hundred-eighty (180) calendar days or not less than one hundred-fifty (150) calendar days preceding the expiration date of this Agreement. Negotiations shall commence not later than thirty (30) calendar days after receipt of the written notice. If negotiations are not completed prior to the expiration date, this Agreement shall remain in full force and effect until a new agreement is reached.

ARTICLE 117

Employee Express

Section 1. All employees are required to use Employee Express 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. 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. 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.

Section 4. Employees shall have the ability to access Employee Express while in a duty status, if otherwise in a duty status.

ARTICLE 118

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 receive a waiver from payment by EFT. The employee must request the waiver in writing. The Agency shall not require evidence of this hardship. The Agency shall process the waiver in an expeditious manner.

Section 2. Any bargaining unit employee not receiving payments by EFT shall receive payments by check until the individual notifies the Agency otherwise.

Section 3. All EFTs for payroll deposits shall be accompanied with a Statement of Earnings and Leave.

ARTICLE 119

Flexible Spending Accounts

Section 1. The Agency has adopted a Federal Flexible Spending Account (FSA) program that was initiated by the Office of Personnel Management (OPM). A Health Care FSA pays for the uncovered or unreimbursed portions of qualified medical costs. A Dependent Care FSA provides for the payment of eligible expenses for dependent care.

Section 2. Should OPM change any portion of the program, the Agency agrees to adopt the provision(s) and provide notification to the Union and bargaining unit employees.

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 120

Overpayments of Pay and Allowances

Section 1. An employee may challenge the validity of any indebtedness or overpayment of pay or allowances or of travel, transportation or relocation allowances under the procedure set forth in FAA Order 2770.2G or under the negotiated grievance procedure set forth in Article 5 of this Agreement, but not under both procedures.

Section 2. An employee may request a waiver of any erroneous payment of pay or allowances or of any erroneous payment of travel, transportation or relocation allowances in accordance with FAA Order 2770.2G. In accordance with FAA Order 2770.2G, Appendix 3, a waiver request submitted before the payment due date will be interpreted

as a concession by the employee that the debt is valid. No monies shall be collected or withheld for any erroneous payment until final adjudication of any waiver request.

Section 3. Where the employee has challenged the validity of the debt and requests a stay, no monies shall be collected or withheld for any indebtedness until a final decision is rendered by the proper authority. For the purpose of this section, “final decision” will be the decision of the Administrative Law Judge or arbitrator, as appropriate. If an employee pursues a challenge to the validity of the indebtedness through the Parties negotiated grievance procedure, the employee may submit a request for a stay in the collection of the alleged indebtedness or overpayment to the address identified on the debt collection letter.

Section 4. The Agency should consult with the Financial Policy Division prior to settling or sustaining a grievance under this Article.

Section 5. 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. The arbitrator shall have no authority to waive a debt.

Section 6. Following issuance of the arbitrator’s decision finding a valid debt, the employee may submit a request for waiver of the erroneous payment under FAA Order 2770.2G no later than thirty (30) days following issuance of the arbitrator’s decision.

Section 7. The Agency agrees to consider employee statements of undue hardship of repayment schedules, provided they are timely and are submitted in accordance with current Directives, prior to establishing repayment schedules for significant indebtedness.

ARTICLE 121

Voluntary Allotment Deductions

Section 1. In addition to the regular deductions authorized by Agency directives for national Union dues, the Agency shall permit employees to voluntarily designate up to three (3) additional Union allotments from their pay, provided said allotments are for a lawful purpose deemed appropriate by the head of the Agency, as permitted by 5 CFR 550.311(b). The Union shall not incur any fees for this service.

Section 2. Each pay period, with respect to allotments for the Union’s political action committee, the Union shall be provided with an electronic list showing the names of employees, the last four digits of each employee’s social security number, FAA Region/Service Area, year/pay period/Federal Personnel Payroll System (FPPS) Code, and the amount remitted by the accompanying Electronic Funds Transfer (EFT). The Union shall not incur any fees for this service.

ARTICLE 122

Retirement and Benefits

Section 1. The Agency recognizes its obligation to fully inform employees of the bargaining unit about all of the benefits for which they may be eligible, and the costs and consequences of benefit plans or options, and to assist them in initiating claims for these benefits. The Agency agrees to take affirmative action to fulfill this obligation through such means as presenting 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 his/her duties, the Agency shall inform the employee of his/her 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 his/her separation from employment, may request the appropriate processing Human Resource Management Office to submit a follow-up letter of inquiry to the OPM on his/her 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

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 CFR Part 208, Section 4. Any payment(s) made by EFT shall be made to the financial institution of the employee's choice. Any payment(s) made by the Agency shall be at no expense to the employee.

Section 3. If an employee does not receive his/her 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 his/her 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 he/she 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 124

PASS/FAA Pay Plan

Section 1. This Article covers all bargaining unit employees represented by the Professional Aviation Safety Specialists (PASS). Except for the provisions found in Sections 5e. and 5f., the following exceptions apply:

a) Flight Inspection Services and Mission Support Services.

1. Employees who are covered by the Agency's FG Pay Plan upon the implementation of this Agreement will continue to be covered by the FG Pay Plan for the term of this Agreement. If an employee is otherwise eligible to receive Air Traffic Revitalization Act (ATRA) Pay, he/she will continue to receive it for the term of this Agreement.
2. Employees who are covered by the Agency's FV Pay Plan upon the implementation of this Agreement will be converted to the FG Pay Plan effective the first full pay period after the implementation date of this Agreement. This conversion will be processed in accordance with HROI, Setting Pay for Moves from FV to FG.

b) Wage Grade Employees.

1. Pursuant to FAA National Personnel Reform Implementation Bulletin (PRIB) 1, Wage Grade employees will continue to be covered under the Federal Wage System (FWS) and applicable Agency Directives.
2. Wage Grade employees assigned to a duty station in Alaska shall be covered by the Appropriated Fund Wage Area Definitions and special area differential schedules for Alaska (A0007, B0007, and C0007), in effect on the implementation date of this Agreement.

Section 2. To support the successful administration of a consistent and transparent pay system, the Parties shall meet annually at the National level at a mutually agreeable time and date to review the current state of the Parties' Pay Plan, and to discuss any issues that may have arisen since the last meeting. By mutual agreement, the Parties may agree to meet more frequently if necessary. The Union may appoint up to three (3) representatives to participate in the meeting(s) held under this Section.

Section 3. Any pay matter not specifically addressed in this Agreement shall be covered by the FAA Core Compensation Plan. For the purposes of this Article, Base Pay is defined as the annual rate of pay to be paid to an employee, not including locality pay and premium pays. Adjusted Base Pay is defined as Base Pay with the inclusion of locality pay.

Section 4. Base Pay Adjustments.

a) **Employees in Series 2101, 856, 802, or 334.**

1. An H-Band employee in Series 2101, 856, 802 or 334 who is on-board the first full pay period in October 2014 and who achieved journey level on or after January 1, 2003 but prior to October 1, 2003 will receive a one and three quarter percent (1.75%) increase to his/her Base Pay. This increase will occur the first full pay period in October 2014. If the increase will cause the employee's Base Pay to exceed the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment.
2. An H-Band employee in Series 2101, 856, 802 or 334 who is on-board the first full pay period in October 2014 and who achieved journey level on or after October 1, 2003 but prior to October 4, 2014 will receive a four and three quarter percent (4.75%) increase to his/her Base Pay. This increase will occur the first full pay period in October 2014. If the increase will cause the employee's Base Pay to exceed the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment.
3. An H-Band employee in Series 2101, 856, 802 or 334 who is at or over his/her respective pay band or who achieved a journey level prior to January 1, 2003, is excluded from this subsection. Additionally, an H-Band employee who achieves journey level on or after October 4, 2014 is excluded from this subsection and such employees will have their pay set in accordance with Section 7 of this Article.

b) **Employees In Other Series.**

1. An employee who achieved a journey/target level or who was hired at the journey/target level of his/her position on or after January 1, 2003 but prior to October 1, 2014, and whose current Base Pay is at or below the mid-point of his/her respective pay band will receive a four and three quarter percent (4.75%) increase to his/her Base Pay. This increase will occur the first full pay period in October 2014.

Section 5. 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. Base Pay is used to calculate pay actions and then applicable Locality Pay is applied on the Base Pay in effect.
- b) In years 2013 through 2016, each employee will receive an annual increase to Base Pay equivalent to that provided to other Federal employees in the annual adjustment to pay under the statutory General Schedule (GS) increase, effective the first full pay period in January. This increase to Base Pay will be paid to each employee regardless of the employee's position in band or relation to the band maximum.
- c) In 2017, each employee will receive an annual increase to Base Pay equivalent to that provided to other Federal employees in the annual adjustment to pay under the statutory General Schedule (GS) increase, effective the first full pay period in January. If the annual adjustment will cause the employee's Base Pay to exceed the band maximum or the employee's Base Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in January.
- d) In 2013 through 2017, each employee will receive an annual length of service adjustment of one-point-six percent (1.6%) to Base Pay, not to exceed the pay band maximum, effective the first full pay period in June. If the length of service adjustment will cause the employee's Base Pay to exceed the band maximum, or the employee's Base Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in June. The annual length of service adjustment to Base Pay shall not be granted in any year in which a prohibition of step increases in the General Schedule (GS) is enacted by Statute.
- e) Each employee, including those specified in Sections 1a. and 1b. of this Article, will receive an additional lump sum payment equal to one half percent (.5%) of their Base Pay effective with the first full pay period of January 2013.

- f) Each employee, including those specified in Sections 1a. and 1b. of this Article, will receive an additional lump sum payment equal to one percent (1%) of their Base Pay effective with the first full pay period of January 2015.

Section 6. Annual Adjustments to Pay Bands. In years 2013 through 2017, pay bands are to be adjusted annually in the first full pay period of January equivalent to the percentage pay schedules are adjusted for employees under the General Schedule (GS).

Section 7. Salaries of Newly Hired or Rehired Employees. This Section applies to permanent and temporary employees. A newly hired employee is an individual who has not been previously employed by the FAA. This includes individuals hired from the private sector and individuals hired from other government agencies. A rehired employee is an individual who is not currently employed by the FAA, but was previously an FAA employee.

- a) Pay setting principles for newly hired or re-hired employees will be in accordance with HRRM COMP-2.24c, Pay-Setting Principles for Placement in the Core Compensation Plan.
- b) Offers may only be extended to candidates after approval of the starting pay. Firm job offers must be communicated in writing in accordance with established procedures in each Human Resource Management Office, and must include the prospective employee's starting pay.
- c) Effective the first full pay period in October 2014, an employee in series 2101, 856, 802, or 334 who successfully transitions through the applicable Developmental stages as established by the Agency shall be promoted to the Journey level, and shall have his/her Base Pay set at the minimum of the H band plus four and three quarter percent (4.75%), or a Base Pay increase of eight percent (8%), whichever is higher.

Section 8. Pay Setting on Movement from One Position to Another.

- a) **Pay Retention.** Pay retention shall be administered in accordance with HRRM COMP-2.11C and this Agreement.
- b) **Promotion.** Promotions are defined as the movement of an employee to a position with a pay band higher than the employee's current pay band. Upon permanent or temporary promotion to a position with a higher pay band assignment, an employee's Base Pay will increase by eight percent (8%), unless a raise of eight percent (8%) would cause the employee's Base Pay to exceed the band maximum of the new pay band. In such cases, the employee's Base Pay will be set at the maximum of the new pay band. If the employee's current Base Pay is already above the maximum of the new pay band, the employee's Base

Pay will remain unchanged. If the increase of eight percent (8%) would cause the employee's Base Pay to be below the new pay band minimum, the employee's Base Pay will be set at the new pay band minimum. In no event shall a promotion increase bring an employee's salary above the maximum of the pay band nor shall a portion of the promotion increase be paid out in a lump sum payment.

At the conclusion of a temporary promotion, an employee's Base Pay is recalculated as if the temporary promotion had not occurred.

If an employee is promoted to a position that is more than one pay band above his/her current position, he/she may receive an additional promotion increase. The amount of the promotion increase will be determined in accordance with Agency Directives.

Employees offered a promotion shall be informed in writing of the amount of the promotion increase and the projected effective date of the promotion at the time he/she is offered the promotion.

- c) **Re-Promotion.** Pay for employees who are re-promoted to a pay band previously held will be set within the range of pay in the new pay band between the employee's current rate of pay and his/her highest previous rate.
- d) **Reassignment.** A reassignment is a permanent internal assignment to another position within the same pay band which represents a change in an employee's position of record. When an employee is reassigned, base pay will remain unchanged, unless the Agency determines that a reassignment increase is appropriate under HRPM COMP-2.8C.
- e) **Details.** Employees who are detailed are not entitled to pay changes as a result of the detail. They continue to be paid at the rate paid for their position of record and receive any increases related to the position of record for the duration of the detail.
- f) **Demotions.** A demotion is a change to a position in a lower pay band than the employee's current pay band.
 - 1. **Voluntary Demotion.** When an employee's request for a voluntary demotion is granted, and his/her Base Pay falls within the lower pay band, his/her Base Pay will not change. When the employee's Base Pay prior to the voluntary demotion exceeds the maximum range of the lower band, the employee's Base Pay will be set at the maximum of the lower pay band. Future pay increases will be paid in accordance with Section 5, Annual Pay Adjustments.

2. **Involuntary Demotion, No Fault of the Employee.** When an employee, through no fault of his/her own, is involuntarily assigned to a new position in a lower pay band, no changes will be made to the employee's Base Pay. In the event that the employee's Base Pay exceeds the pay band maximum, future pay increases will be paid in accordance with Section 5, Annual Pay Adjustments.
3. **Involuntary Demotion for Cause.** When an employee is involuntarily assigned to a new position within a lower pay band as a result of a decision letter, the employee's Base Pay shall be reduced to the comparable position in the pay band, not to exceed the pay band maximum. For example, if the employee had been paid thirty percent (30%) into the previous pay band, pay will be set at the level that is thirty percent (30%) into the new pay band. Future pay increases will be paid in accordance with Section 5, Annual Pay Adjustments.

Section 9. Annually, based on written request, the Union at the National level shall be provided with a list of the names, duty stations, amounts and dates of all reassignment increases, in-position increases, retention, and relocation incentives received by bargaining unit employees, unless otherwise prohibited by law.

Section 10. Movement from FV to FG positions shall be processed in accordance with HROI, Setting Pay for Moves from FV to FG.

Section 11. Workplace Circumstances.

- a) **In-Position Increases.** In-position increases may be granted to employees in accordance with HRPM COMP-2.10C.
- b) **Retention and Relocation Incentives.** Retention and relocation incentives may be granted to employees in accordance with HRPM Policy Bulletin #42.
- c) **Awards and Incentives.** Awards and incentives shall be administered in accordance with applicable Agency policy, including HRPM PM-9.2, and this Agreement.
- d) **Post Differential.** Eligible bargaining unit employees will continue to receive Post Differential in accordance with 5 CFR Part 591, Agency Directives and this Agreement.
- e) **Overtime.** Overtime will be paid in accordance with Article 47.
- f) **Annual Premium Pay.** Annual premium pay will be administered in accordance with Agency Directives. In the event the Agency assigns Annual Premium Pay to an employee, the rate of Annual Premium Pay will not result in a payment less

than the amount of pay the employee would have otherwise received under the FLSA, in addition to premium pay and differentials known to be associated with the work assignment.

- g) **Compensatory Time.** The payment for unused compensatory time shall be administered in accordance Article 48.
- h) **Travel Compensatory Time.** Employees may not receive payment under any circumstances for unused travel compensatory time in accordance with Article 103.
- i) **Locality Pay for Employees on International Assignment.** Employees on international assignments outside the continental United States shall be provided locality-based comparability pay in the same manner as employees of the U.S. State Department who are on international assignments. The rate of locality pay shall be determined as if the employee were assigned to Washington, D.C. For the period preceding January 2013, payment shall be .667% of Washington, D.C. locality. As of January 2013, employees will receive the full amount of the applicable locality pay.
- j) **Rural Alaska Rotation Pay.** A Rural Alaska Rotation Pay (RARP) premium at the rate of 10% of adjusted base pay is authorized when an employee is assigned to an 8/6 schedule, defined as 8 consecutive work days per pay period, of 10 hours per day, with 6 consecutive days off-duty. The use of the 8/6 schedule is at the discretion of the Agency. Employees will receive RARP at the following locations when the employee is in a travel status, or when the following locations serve as a base hub for travel to/from other remote locations when the employee is in a travel status:

Aniak	Cold Bay	Deadhorse	Adak
Kotzebue	Middleton Island	St. Marys	Dutch Harbor/Unalaska
St. Paul	Barrow	St. George	Shemya
Nome	Bethel	King Salmon	

1. Only employees who volunteer may be assigned to work an 8/6 schedule.
2. If the travel status of an employee working an 8/6 schedule is terminated by the Agency for any reason the employee will receive RARP through the end of the work day on which his/her travel status is terminated.
3. Upon request of the Union at the National level, the Parties will meet annually to discuss the possible inclusion of additional sites to the list of designated RARP locations.

- k) **Premium Pay.** Bargaining unit employees will receive all premium pay percentages and differentials in connection with holidays, night differential, Sundays, COLA, Employee In Charge (EIC), NAS In Charge (NIC), On-the-job Training (OJT) and any other premiums/differentials in accordance with applicable laws, regulations, Directives, and this Agreement.

An employee who is giving or receiving training during a period of duty for which he/she 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.

- l) **Compensated Telephone Availability (CTA).** Employees will be compensated for CTA assignments in accordance with Article 49 of this Agreement.

Section 12. Incentive Pay. Interim Incentive Pay (IIP) will terminate upon the implementation date of this Agreement, with the following exception:

- a. An employee receiving IIP prior to the implementation date of the Agreement shall, subject to the eligibility criteria as outlined in Agency Directives, continue to receive IIP in accordance with Agency Directives for a period of eight (8) full quarters after the implementation date of this Agreement. At the completion of the eight (8) full quarters, the affected employee will have the IIP incorporated into his/her Base Pay at a rate of 8.2%.

Glossary Notes

Adequate Kitchen Facilities for Extended Stay Travel Assignments: A facility which includes a stove or cooktop, oven, regular refrigerator with separate freezer component, microwave, sink, pots and pans, cooking utensils, silverware, and dishware.

Adjusted Base Pay: The annual rate of pay, including locality pay but not including premium pays.

Bargaining Unit Employees: For purposes of this Agreement employees in PASS bargaining units designated as 0067 and 1384.

Base Pay (also Basic Pay): The annual rate of pay to be paid to an employee, not including locality pay or premium pays.

Basic Work Requirement: All employees must work eighty (80) hours in a pay period. An FLSA non-exempt employee must work forty (40) hours within a fixed and recurring period of seven (7) consecutive twenty-four (24) hour periods not necessarily aligning with the Agency's administrative workweek.

Continental United States (CONUS): The forty-eight (48) contiguous states and the District of Columbia.

Conventional Workweek: A basic workweek of consecutive workdays, Monday through Friday, including unpaid meal breaks, with at least two consecutive days off, generally coinciding with FAA official hours.

Covered Active Duty: The term 'covered active duty' means— "(A) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and "(B) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code;".

Defense Travel Management Office (DTMO) Contract: The contract administered by the Defense Travel Management Office (DTMO) that governs the rental of vehicles by employees while in official travel status when such rental is authorized by the Government. Rental car companies found in the Agency's electronic travel system are on the DTMO contract.

Designated Return Area: A designated return area is defined as the nine regional offices located across the country and the Mike Monroney Aeronautical Center as shown below:



Directives: Includes, but is not limited to the FAA Personnel Management System (FAA PMS), Human Resource Policy Manual (HRPM) and subordinate documents (HROIs/Policy Bulletins, Reference Materials etc.), FAA orders, notices, memorandums, rules, regulations, guides and directives which relate to personnel policies, practices, and working conditions of employees in the bargaining unit.

Directorate Level: As referred to in this Agreement, Directorate level includes Eastern Regional Office and all ATO Directorate levels where bargaining unit employees are assigned.

Domestic Partner: For the purposes of Article 97 and Article 82, a domestic partner is an adult in a domestic partnership with an employee of the same-sex.

Domestic Partnership: For the purposes of Article 97 and Article 82, a domestic partnership is a committed relationship between two adults of the same sex, in which they:

1. are each other's sole domestic partner and intend to remain so indefinitely;
2. maintain a common residence, and intend to continue to do so (or would maintain a common residence but for an assignment abroad or other employment-related, financial, or similar obstacle);
3. are at least 18 years of age and mentally competent to consent to contract;

4. share responsibility for a significant measure of each other's financial obligations;
5. are not married or joined in a civil union to anyone else;
6. are not a domestic partner of anyone else;
7. are not related in a way that, if they were of opposite sex, would prohibit legal marriage in the U.S. jurisdiction in which they reside;
8. are willing to certify, if required by the agency, that they understand that willful falsification of any documentation required to establish that an individual is in a domestic partnership may lead to disciplinary action and the recovery of the cost of benefits received related to such falsification, as well as constitute a criminal violation under 18 U.S.C. 1001, and that the method for securing such certification, if required, shall be determined by the agency; and
9. are willing promptly to disclose, if required by the agency, any dissolution or material change in the status of the domestic partnership.

Emergency: A sudden unforeseen event that requires immediate action.

Equitable: Fair; impartial.

Immediate Family: For the purposes of Article 97, any of the following named members of the employee's household shall be considered immediate family:

- a.
 1. spouse;
 2. Domestic Partner;
 3. children of the employee, of the employee's spouse, or of the employee's domestic partner, who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self-support. (The term "children" shall include natural offspring; stepchildren; adopted children; grandchildren, legal minor wards, or other dependent children who are under legal guardianship of the employee, of the employee's spouse, or of the domestic partner; and an unborn child(ren) born and moved after the employee's effective date of transfer.);
 4. dependent parents (including step and legally adoptive parents) of the employee, of the employee's spouse or of the employee's domestic partner; and (see paragraph (b) of this section for dependent status criteria); and

5. dependent brothers and sisters (including step- and legally adoptive brothers and sisters) of the employee, of the employee's spouse, or of the employee's domestic partner, who are unmarried and under 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.

Job Documentation: **Job documentation consists of definitions of each Job Series, Job Category, and the Career Levels within each Job Category.**

Leave Without Pay (LWOP): An approved absence from duty in a non-pay status within an employee's basic workweek.

Locality Pay: The percentage increase to an employee's basic pay authorized by the President of the United States under the provisions of Title 5 United States Code for the locality pay area applicable to the employee's official duty station.

Medical Certificate: A Medical Certificate is a current written/typed statement completed and signed by the servicing health care provider on printed or typed letterhead with the provider's name and address certifying to the incapacitation, examination, or treatment or to a period of disability while a patient is receiving professional treatment. It must include evidence from an appropriate health care provider of incapacity for duty (or, if for care of a family member, the family member's incapacity for work or school) due to physical or mental illness or injury, the date of incapacity and the anticipated ending date of the medical emergency and return to duty or school, as applicable.

NAS: National Airspace System.

Outside Continental United States (OCONUS): Outside the forty-eight (48) contiguous states and the District of Columbia.

Personnel Action: A personnel action means: an appointment; a promotion; a disciplinary or corrective action; a detail, transfer, or reassignment; a reinstatement; a

restoration; a reemployment; a performance evaluation; a decision concerning pay, benefits, or awards concerning education or training if the education or training may reasonably be expected to lead to an appointment, promotion, performance evaluation, or other action described in this definition; a decision to order psychiatric testing or examination; and any other significant change in duties, responsibilities, or working conditions.

President's Annual Comparability Increase: The annual adjustment to the General Schedule under 5 USC 5332(a) in accordance with 5 USC 5303.

Priority Consideration: Priority consideration means the bona fide consideration given to an employee by the selecting official before any other candidates are referred for the position to be filled. The employee is not to be considered in competition with other candidates and is not to be compared with other candidates. The Parties recognize that the selection requirements in HRRM EMP-1.9 will apply prior to any priority consideration negotiated under this Agreement.

Regularly Scheduled Overtime: Regularly scheduled overtime is overtime work that is scheduled or should have been scheduled before the start of the administrative workweek.

Reservist Differential: A supplemental payment which is equal to the amount by which the employee's projected civilian basic pay for a covered pay period exceeds the employee's actual military pay and allowances allocable to that pay period.

Special Circumstance: When used in the context of Union representation, a special circumstance is a factor, that when present, would make the granting of official time or the release of a Union representative unreasonable, cause a disruption in services or create an unsafe situation.

Special Physical Need: Physical characteristics of a traveler not necessarily defined under disability. Such physical characteristics could include, but are not limited to, the weight or height of the traveler.

Staffing and Workload: When assessing staffing and workload, the Agency will consider factors which may include the criticality of the work, the time period in which the work must be completed, and the availability of personnel or other resources to respond to and accomplish the work of the Agency. In this Agreement where the Agency has the right to make a decision based on its assessment of staffing and workload it will, upon request by the Union, provide an explanation of its decision.

Travel Card Abuse: A cardholder's intentional use of a travel card for unauthorized transactions unrelated to official travel, including intentional efforts to defraud.

Travel Card Misuse: A cardholder's unintentional use of a travel card for unauthorized transactions unrelated to official travel.

Vacancy: An unfilled/unoccupied position which is authorized and funded.

Appendix I – Clarification of Unit

UNITED STATES OF AMERICA BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION
-Agency

-and-

CASE NO.
WA-RP-09-

0098

PROFESSIONAL AVIATION SAFETY SPECIALISTS, AFL-CIO
-Exclusive Representative/Petitioner

CLARIFICATION OF UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to clarify a unit of nonprofessional employees of the Federal Aviation Administration, represented by the Professional Aviation Safety Specialists, AFL-CIO. [Ref: Case Nos. WA-RP-08-0027 (4/28/08); WA-RP-06-0026 (12/21/07); WA-RP-04-0001 (3/1/04); WA-RP-00111 (10/2/00); WA-RP-00072 (7/26/00); WA-RP-80004 (9/23/98); 3-AC-50007 (9/10/85); 3-UC-25 (4/14/83); and 3-RO-41 and 34-RO-27 (12/31/81)].

On May 28, 2010,¹ issued a Decision and Order, finding that the unit should be clarified, to reflect changes in the unit caused by reorganizations. Pursuant to sections 2422.30(d) and 2422.31 of the Authority's Regulations, the parties waived their right to file an application for review of my Decision.

I ORDER that the unit of nonprofessional employees represented by the **Professional Aviation Safety Specialists, AFL-CIO** is clarified, and now reads, as follows:

Included: All nonprofessional employees of the Federal Aviation Administration (FAA), U.S. Department of Transportation, in the Eastern Regional Office of the FAA; the Western Service Area IT Teams (AJF-A4W), the Central Service Area IT Teams (AJF-A4C), and the Eastern Service Area IT Teams (AJF-A4E), in IT Operations (AJF-A4) of the Air Traffic Organization (ATO); and in ATO Technical Operations Services (AJW):

- Service Area Offices in Atlanta, Georgia (AJW-E); Fort Worth, Texas (AJW-C); and Seattle, Washington (AJW-W); including the

Atlantic Operational Control Center Division (AJW-E21), Hampton, Georgia; the Mid-States Operational Control Center Division (AJW-C21), Olathe, Kansas; and the Pacific Operational Control Center Division (AJW-W21), San Diego, California;

- the National Operations Division (AJW-12), Herndon, Virginia;
- field employees of the Telecommunications Services Group (AJW-53), including the Network Enterprise Management Centers (AJW-536) in Atlanta, Georgia and Salt Lake City, Utah;
- the Wide Area Augmentation Systems Teams (AJW-19) in San Diego, California and Herndon, Virginia;
- field employees of the Spectrum Assignments and Engineering Group (AJW-63); and
- the Air Traffic Control Facilities Office's Business Management Group (AJW-26).

Excluded: All other FAA Headquarters employees, including Air Traffic Organization (ATO) employees with a direct reporting relationship to FAA Headquarters; all Flight Standards employees of the Eastern Regional Office; all employees permanently assigned to the FAA's William J. Hughes Technical Center in Atlantic City, New Jersey; all employees of the Michael Monroney Aeronautical Center in Oklahoma City, Oklahoma; temporary intermittent employees; professional employees; management officials; supervisors; and employees described in 5 U.S.C. §7112(b)(2),(3),(4),(6) and (7).

Dated: May 28, 2010
AUTHORITY

FEDERAL LABOR RELATIONS

Attachment: Certificate of Service

Gerald M. Cole, Regional Director
San Francisco Region

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

U.S. Department of Transportation
Federal Aviation Administration
Agency/Petitioner

-and-
0038

CASE NO. WA-RP-11-

Professional Aviation Safety Specialists, AFL-CIO
-Exclusive Representative

CERTIFICATION FOR INCLUSION IN EXISTING UNIT

An election was conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71, of Title 5 of the U.S.C., and in accordance with the Regulations of the Federal Labor Relations Authority, among the employees of the Activity in the following categories:

Included: All nonprofessional employees of Aeronautical Information Management (AJV-2) in Maryland and Oklahoma, and all nonprofessional employees of Aeronautical Navigation (AeroNav) Products (AJV-3); Mission Support Services (AJV), Air Traffic Organization (ATO), Federal Aviation Administration (FAA).

Excluded: All FAA Headquarters employees of ATO, including ATO employees with a
direct reporting relationship to FAA headquarters; professional employees; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

A majority of the valid ballots have been cast for inclusion in the unit of employees of the Department of Transportation, Federal Aviation Administration currently represented by PASS. Pursuant to the authority vested in the undersigned, **IT IS HEREBY CERTIFIED** the above-described employees are included in the consolidated unit represented by the **Professional Aviation Safety Specialists, AFL-CIO** [Ref. Case Nos. DA-RP-02-0004 (2/28/2002); SF-RP-03-0007 (3/14/2003); WA-RP-08-0027 (4/28/2008); and SF-RP-10-0012 (5/10/2010). The consolidated unit is now described as:

Included: All nonprofessional employees of Aeronautical Information Management (AJV-2) in Maryland and Oklahoma, and all nonprofessionals of Aeronautical Navigation (AeroNav) Products (AJV-3), Mission Support Services (AJV); all nonprofessionals of Flight Inspection Operations Group (AJW-33), and nonprofessionals of the Aircraft Maintenance and

Engineering Group Line Stations (AJW-3411) in California, Georgia, and Michigan, Aviation System Standards (AJW-3), Technical Operations (AJW); Air Traffic Organization (ATO), Federal Aviation Administration (FAA).

Excluded: All FAA Headquarters employees of ATO, including ATO employees with a direct reporting relationship to FAA headquarters; professional employee", ' management officials, supervisors; and employees described in 5 U.S.C. § "7112(b)(2), (3), (4), (6), and (7).

Dated: April 30, 2012

Matthew Jarvinen, Acting Regional

Director

Attachment: Certificate of Service

San Francisco Region

Appendix II – Grievance Procedure Officials¹

1. Service Area Organization (Includes District Offices, Technical Services, & Engineering Services) <0067 AJW-E/C/W>

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director of Operations (WSA, CSA, ESA)	Regional Vice President
2	Appropriate Manager directly below Director	Appropriate Rep directly below RVP
1	Front Line Manager	Unit Representative

2. Operations Support (Includes NAS Integration and Support Group & Spectrum Engineering Services) <0067 AJW-1C>

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director, Operations Support	Regional Vice President
2	Group Manager	Group Representative
1	Front Line Manager	Unit Representative

3. Air Traffic Control Facilities (Includes Business Management Group <0067 AJW-26>

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director, Air Traffic Control Facilities	Regional Vice President
2	Group Manager	Group Representative
1	Front Line Manager	Unit Representative

4. Flight Inspection Services (Includes Flight Inspection Operations Group and Aircraft Maintenance & Engineering Group – (AJW 3411 employees located in CA, MI and GA) <1384 AJW-33 and AJW-34 >

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director Flight Inspection Services	National Flight Inspection Service Rep
2	Group Manager	Group Representative
1	Front Line Manager	Unit Representative

¹ For the purposes of the grievance procedure, the employee's Front Line Manager is the Agency official who completes the employee's annual performance evaluation.

This appendix is a general informational guide to assist bargaining unit members, 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.

5. National Enterprise Operations (Includes Network Management Group, National Operations Group & Satellite Operations Group) <0067 AJW-B1, B2 & B3>

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director, Enterprise Operations	Regional Vice President
2	Appropriate Manager directly below Director	Appropriate Rep directly below RVP
1	Front Line Manager	Unit Representative

6. Mission Support (Includes Aeronautical Information Management & AeroNav Products) <1384 AJV-2 (employees located in MD and Oklahoma) & AJV-3 (employees located in Silver Spring, MD and OKC) >

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Appropriate Director	National Mission Support Rep
2	Group Manager	Group Representative
1	Front Line Manager	Unit Representative

7. Eastern Regional Office <0067 AEA>

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Division Manager or Equivalent	Regional Vice President
2	Appropriate Mgr directly below Division Mgr	AEA Representative
1	Front Line Manager	Unit Representative

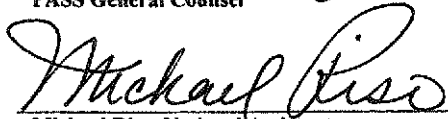
8. ATO Information Technology Office<0067 (Includes Infrastructure Delivery) AJF-A4>

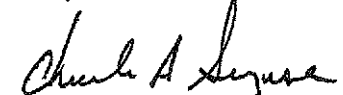
Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director, Information Technology Office	Regional Vice President
2	Appropriate Manager directly below Director	Appropriate Rep directly below RVP
1	Front Line Manager	Unit Representative

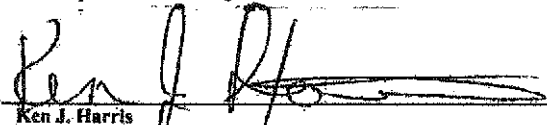
Signed as of the 14th Day of December, 2012.

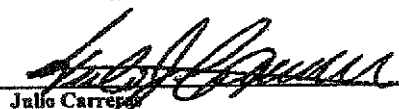
For the Union:

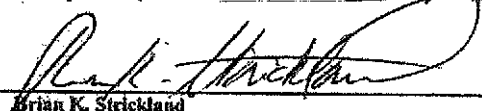

Michael Derby, Chief Negotiator
PASS General Counsel


Michael Riso, National Assistant
Airway Transportation Systems Specialist, Columbia TSC

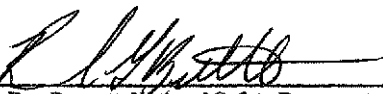

Chuck Siragusa, Region I Assistant
NAS Operations Manager, Boston ARTCC


Ken J. Harris
Airway Transportation Systems Specialist, Detroit Technical
Support

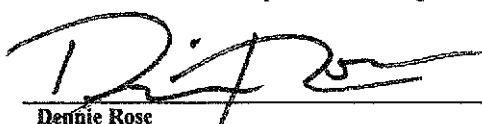

Julio Carretero
Airway Transportation Systems Specialist, San Juan SSC


Brian K. Strickland
Airway Transportation Systems Specialist, Columbia SSC


Joan Matthiesen, Region III Assistant
Airway Transportation Systems Specialist, San Diego, CA


Ray Baggett, National Safety Representative
NAS Technical Evaluation Program Evaluator, Longmont, CO

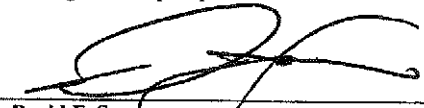

Allyn Van Vechten
PASS Labor Relations Specialist / Paralegal

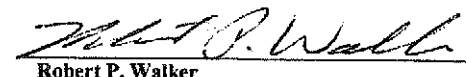

Dennie Rose
PASS Assistant Counsel

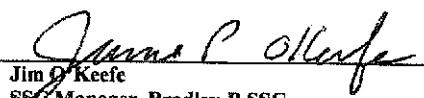
For the Employer:

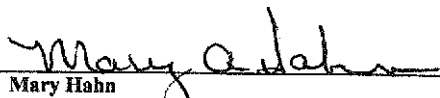

Scott A. Malon, Chief Negotiator
Office of Human Resources Field Operations, AHF-100

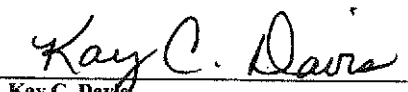

Denise Garcia
Manager, Albuquerque District

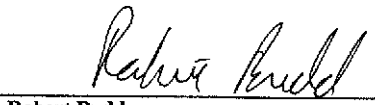

David E. Spencer
Manager, Los Angeles District


Robert P. Walker
Manager, Safety and Quality Assurance, AJW-38


Jim O'Keefe
SSC Manager, Bradley-B SSC


Mary Hahn
Management and Program Analyst, Technical Labor Support
Group, AJG-L1


Kay C. Davis
Management and Program Analyst, Technical Labor Support
Group, AJG-L1

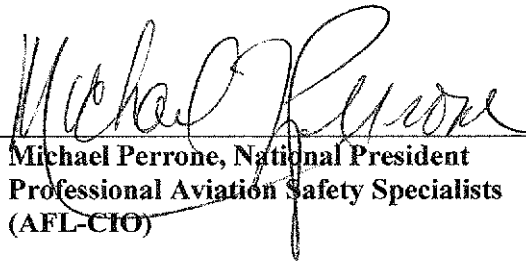

Robert Budd
Financial Analyst, Office of Labor Analysis, ALA-200


Michael Doherty
Senior Attorney, Office of the Chief Counsel, AGC-100

This agreement between the Federal Aviation Administration and the Professional Aviation Safety Specialists is approved and is effective December 16, 2012.



Michael Huerta, Acting Administrator
Federal Aviation Administration



Michael Perrone, National President
Professional Aviation Safety Specialists
(AFL-CIO)

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