## 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~~The following exceptions apply:

~~a.~~ **Flight ~~Inspection Services~~Program Operations and Mission Support Services.**

~~b.~~a. ~~Employees who~~ These employees 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.

~~1. 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.~~

~~c.~~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.~~b. ~~In 2017~~In 2018 and subsequent years for the duration of this Agreement, each employee will receive an annual increase to Base Pay equivalent to that provided to other Federal employees in the annual adjustment to pay under the statutory General Schedule (GS) increase, effective the first full pay period in January. If the annual adjustment will cause the employee's Base Pay to exceed the band maximum or the employee's Base Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in January.

~~d.~~c. ~~In 2013 through 2017~~In 2018 and subsequent years for the duration of this Agreement, each employee will receive an annual length of service adjustment of one-point-six percent (1.6%) to Base Pay, not to exceed the pay band maximum, effective the first full pay period in June. If the length of service adjustment will cause the employee's Base Pay to exceed the band maximum, or the employee's Base Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in June. The annual length of service adjustment to Base Pay shall not be granted in any year in which a prohibition of step increases in the General Schedule (GS) is enacted by Statute.

~~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~~5. Annual Adjustments to Pay Bands**. In 2018 and subsequent years ~~2013 through 2017~~for the duration of this Agreement, pay bands are to be adjusted annually in the first full pay period of January equivalent to the percentage pay schedules are adjusted for employees under the General Schedule (GS).

**Section ~~7~~6. Salaries of Newly Hired or Rehired Employees.** This Section applies to permanent and temporary employees. A newly hired employee is an individual who has not been previously employed by the FAA~~.~~ in a position covered by a bargaining unit listed in Appendix I of this Agreement. This includes individuals hired internally from within the FAA, from the private sector and individuals hired from other government agencies. A rehired employee is an individual who is not currently employed by the FAA, but was previously an FAA employee.

a. Pay setting principles for newly hired or re-hired employees will be in accordance with HRPM COMP-2.24c, Pay-Setting Principles for Placement in the Core Compensation Plan or Agency Policy applicable to internal selections.

b. Offers may only be extended to candidates after approval of the starting pay. Firm job offers must be communicated in writing in accordance with established procedures in each Human Resource Management Office, and must include the prospective employee's starting pay.

c. ~~Effective the first full pay period in October 2014, an~~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, or at the minimum of the G band for an employee in Series 802 or 334 who achieves journey level at the G band, plus four and three quarter percent (4.75%), or a Base Pay increase of eight percent (8%), whichever is higher.

**Section ~~8~~7. Pay Setting on Movement from One Position to Another.**

a. **Pay Retention.** Pay retention shall be administered in accordance with HRPM COMP-2.11C and this Agreement.

b. **Promotion.** Promotions are defined as the movement of an employee to a position with a pay band higher than the employee's current pay band. Upon permanent or temporary promotion to a position with a higher pay band assignment, an employee's Base Pay will increase by eight percent (8%), unless a raise of eight percent (8%) would cause the employee's Base Pay to exceed the band maximum of the new pay band. In such cases, the employee's Base Pay will be set at the maximum of the new pay band. If the employee's current Base Pay is already above the maximum of the new pay band, the employee's Base Pay will remain unchanged. If the increase of eight percent (8%) would cause the employee's Base Pay to be below the new pay band minimum, the employee's Base Pay will be set at the new pay band minimum. In no event shall a promotion increase bring an employee's salary above the maximum of the pay band nor shall a portion of the promotion increase be paid out in a lump sum payment.

At the conclusion of a temporary promotion, an employee's Base Pay is recalculated as if the temporary promotion had not occurred**.**

If an employee is promoted to a position that is more than one pay band above 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~~8.** 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~~9.** Movement from FV to FG positions shall be processed in accordance with HROI, Setting Pay for Moves from FV to FG.

**Section ~~11~~10. Workplace Circumstances.**

a. **In-Position Increases.** In-position increases may be granted to employees in accordance with HRPM COMP-2.10C. The Agency will grant such increases annually to at least five percent (5%) of employees (as determined on the first day of each fiscal year) covered by this Agreement. In addition to the criteria specified in HRPM COMP-2.10C, the Agency shall consider an employee's length of service and salary position within the pay band in making such determinations. The Parties will convene a workgroup no later than thirty (30) days after the effective date of this Agreement to develop materials to educate employees on the process.

b. **Retention and Relocation Incentives.** Retention and relocation incentives may be granted to employees in accordance with HRPM ~~Policy Bulletin #42~~PRE-3.8.

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:~~

~~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%.~~