

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 HRPB 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. A proposal may include fixed regular days off (RDOs) and/or fixed shifts.

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. Employees eligible for assignment to the BWS will be afforded an opportunity to select his/her initial assignment to the BWS in accordance with Service Computation Date (SCD) seniority, unless some other method is agreed to by the Parties at the local level. 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~~Program Operations employees.