

Agreement

between

Professional Aviation Safety Specialists
(AFL-CIO)

and

U.S. Department of Transportation
Federal Aviation Administration

October 29, 2017



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

Section 3. Each of the Union's 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 Flight Program Operations Representative, and one (1) National MSS Representative. The six (6) Regional Assistants and one (1) National Assistant shall be granted eighty (80) hours of official time per pay period for the same activities.

The National Flight Program Operations Representative 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 Flight Program Operations Representative, and the National MSS Representative, as appropriate, shall be entitled to travel and per diem to attend meetings specifically arranged by the Agency to which the Union has been expressly invited.

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

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

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

Section 9. The National Flight Program Operations Representative and National MSS Representative may delegate his/her authority to a designee from within the Flight Program Operation 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 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 U.S.C. § 7114 (a)(2)(A), the Union shall be given advance notice and the opportunity to designate a representative to attend any formal discussion between one (1) or more representatives of the Agency and one (1) or more employees in the unit or their representatives concerning any grievance or any personnel policies or practices, or other general condition of employment. The Agency shall advise the Union at the corresponding level, 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 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 a 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.
- i. 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.
- j. Such meetings will not be unreasonably delayed due to the unavailability of a Union Representative.
- k. 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 any claimed 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 U.S.C. § 7115, deductions for the payment of

Union dues shall be made from the pay of members in the unit who voluntarily request such dues deductions.

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

Section 2. Employee Responsibilities.

- a. A member who desires to have 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 effect.

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 employees Notification of Personnel Action (SF-50) the statement "Continue Dues Withholding, If Applicable."
 2. provide the SF-50 to the gaining payroll technician within the next pay period of the effective date the employee moves from one bargaining unit position to another.
 3. generate a tickler record every pay period listing the employees for whom the preceding remark was generated.
 4. in the event that dues are discontinued erroneously, the employee will not be required to fill out another SF-1187 and the Agency shall automatically reinstitute previously submitted SF-1187 on the employee's behalf. The Agency shall be responsible for reimbursing the Union in an amount equal to the regular and periodic dues the Union would have received for the period of termination.
- c. The Agency shall terminate dues withholding, as soon as practicable, when an employee leaves a bargaining unit position, either temporarily or permanently, by effecting the following actions:
 1. Automatically generate in the remarks section of the employee's Notification of Personnel Action (SF-50) the statement "Employee Has Left Bargaining Unit; Terminate Dues Withholding, If Applicable."
 2. Provide the SF-50 to the gaining payroll technician within the next pay period of the effective date the employee leaves the bargaining unit position.
 3. Generate a tickler record every pay period listing the employees for whom the preceding remark was generated.

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

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

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

ARTICLE 8

Union Use of Agency's Facilities and Support

Section 1. 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 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 ATO's' regular refresh cycle.

ARTICLE 9

Communications of Union Presence

Section 1. No later than fourteen (14) days after an employee enters the bargaining unit, the Agency will provide 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 U.S.C. § 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 U.S.C. § 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 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, 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 C.F.R. § 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 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);

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;

- 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-worktimes. 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, 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.

- b. 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 in accordance with the applicable provisions of the Privacy Act and other applicable law, rule, or

regulation.

Section 3. No information contained in an employee's eOPF, which is not available to the employee or 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 U.S.C. § 552a, any disclosure of an employee's record, containing information about which the individual has filed a statement of disagreement, the Agency shall clearly note any portion of the record which is disputed and also provide copies of the employee's statement and, if appropriate, the Agency's reasons for not making the amendments.

Section 10. Personal records, notes, or diaries maintained by a supervisor with regard to 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 U.S.C. § 552a(b) and 5 C.F.R. § 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 U.S.C. § 552a, as amended, the Agency shall not require any bargaining unit employee to disclose his or her Social Security Number (SSN) unless such disclosure is specifically required by a federal regulation effective prior to January 1, 1975 or by federal law. When such disclosure is so required, the person from whom the disclosure is sought shall be informed:

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

Section 4. In accordance with FAA Order 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 C.F.R. § 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 C.F.R. § 2634 Subpart C, the Parties understand that in filling out a financial disclosure form:

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

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

employee will be accomplished in accordance with applicable provisions of the Privacy Act and its implementing regulations.

Section 9. An Agency designee may grant a written waiver from the prohibition for employees, spouses, or minor children of employees, holding stock or having any other security interest in an airline or aircraft manufacturing company, or in a supplier of components or parts to an airline or aircraft manufacturing company, based on a determination that the waiver is not inconsistent with 5 C.F.R. § 2635 or otherwise prohibited by law, and that, under the particular circumstances, application of the prohibition is not necessary to avoid the appearance of misuse of position or loss of impartiality, or otherwise to ensure confidence in the impartiality and objectivity which FAA programs are administered. A waiver under this Section may be accompanied by appropriate conditions, such as requiring execution of a written statement of disqualification. Notwithstanding the granting of any waiver, an employee remains subject to the disqualification requirements of 5 C.F.R. § 2635.402 and § 2635.502.

ARTICLE 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 and 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 (8) 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 acknowledgement 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 Program Operations 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 an eight and a half (8 ½) hour workday inclusive of an unpaid meal break and normally between the hours of 6:00 am and 6:00 pm, and Saturday and Sunday as their Regular Days Off (RDO). 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 Program Operations employees.

ARTICLE 33

Working Hours for Flight Program Operations

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. Employees must fulfill all their basic work requirements.

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 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 Program Operations 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 HRP LWS-8.15 Alternative Work Schedules, and this Agreement.

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

a. FLSA 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. **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 hours, and five (5) non-workdays, with pre-established fixed hours, exclusive of a designated meal break with the exception of schedules assigned under Article 31.
3. **Compressed Work Schedule 50/30 (or 30/50) Plan.** This is a schedule, which includes three (3) workdays of ten (10) hours per day in one week of the pay period, and five (5) workdays of ten (10) hours in the other week, with pre-established fixed hours, exclusive of a designated meal break. The continued use of this Plan by employees other than those employees assigned to a

work schedule defined in Article 31 is subject to cancellation by either Party, at any time subsequent to implementation of this Agreement. The moving Party must provide thirty (30) days advanced notice at the National Level, which will include the specific employee series subject to the cancellation. Upon request, an explanation of the reasons for the cancellation will be provided.

4. **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), nine (9) or a ten (10) hour workday.
5. **Flexible Work Schedule Plan.** Non-traditional work schedules as defined in HRP LWS-8.15, paragraph 6(b) Flexible Work Schedules (FWS) and will be administered in accordance with agency policy. This flexible work schedule plan is not available to 1) employees assigned to a work schedule defined in Article 31 and 2) FV-2101 employees assigned to a SSC.

b. FLSA 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 five (5) 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.

ARTICLE 36

Part-time Employment/Job Sharing

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

- a. For employees, working part-time or job sharing can provide an opportunity to:
 - 1. work and spend more time with children;
 - 2. care for an aging or an ill family member;
 - 3. pursue educational opportunities;
 - 4. participate in volunteer or leisure activities; or
 - 5. continue to work when illness or physical limitations prevent the employee from working a full-time schedule.

- b. For the Agency, allowing part-time or job sharing can allow:
 - 1. retention of highly qualified employees not available for full-time employment;
 - 2. recruitment of employees with special skills who are unable or do not want to work a fulltime schedule;
 - 3. meeting operational requirements during workload surges; and
 - 4. reduction of current human resource expenditures when employees voluntarily reduce their work hours.

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

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

Section 3. Except as provided in Section 4 below:

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

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

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

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

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

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

Section 9. Before an employee is assigned to a part-time position or a job share arrangement, the Agency will brief the employee on the impact of this assignment on the following: retirement,

reduction-in-force, health and life insurance, promotion, and increases in pay. Upon request, the Agency shall provide this information to the employee in the form of a written fact sheet.

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

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

Section 12. Employee requests to participate in job sharing must be made in writing to the employee's immediate supervisor. If the potential job sharers have the same supervisor, the request may be made jointly. If not, each employee must submit a separate request to 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. Some Agency official and job sharers must sign an Agency job sharing agreement. Each job sharer will receive a copy of the job-sharing agreement and must understand their individual responsibility in carrying out the duties and responsibilities of the position. Any changes to an approved job-sharing arrangement will require the establishment of a new job-sharing plan consistent with the provisions of this Article.

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

Section 16. The job sharers will be informed, before starting the job

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

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

ARTICLE 37

Telework

Section 1. Policies and procedures regarding telework that are not covered in this Article shall be in accordance with HRPW 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.

Section 8. An employee with a telework agreement and who is not designated as an Emergency Teleworker shall not be required to work from home when the normal worksite is closed due to severe weather/emergencies on his/her non-telework day, unless he/she is notified in advance by his/her manager to take work home in anticipation of an office closure. Should the office not be closed as anticipated, and the employee is already prepared to telework, the employee may, with management approval, have the option to telework as planned. An employee that is designated on his/her

telework agreement as an Emergency Teleworker in the FAA's Continuity of Operations Plan (COOP) is required to telework in accordance with the Agency policy and the COOP. If an employee who is not on his/her regularly scheduled telework day and is not designated as an Emergency Teleworker requests to telework on his/her non-telework day, the employee must have sufficient work to complete for all or part of an unscheduled telework day. Unscheduled telework may be used in conjunction with appropriate leave to ensure the entire work day is accounted for.

Section 9. The first level response to an employee's request to telework must be provided to the employee in writing no more than seven (7) work days after receipt of the employee's request. An employee whose telework request has been denied at the first-level may request reconsideration from, the second-level manager. This does not supersede or waive the right of employees to use the negotiated grievance procedure or any other appeal rights that an employee may have including the right to file a complaint of discrimination. The second-level manager shall respond to the employee's appeal for reconsideration within seven (7) work days of receipt of the appeal request. The response shall be a written response that includes the reasons for the decision.

- a. If the reconsideration is denied, the employee may grieve the denial in accordance with the applicable grievance process.
- b. If the reconsideration is approved, a telework agreement must be signed and put into place prior to teleworking. The employee's teleworking-eligible status will be effective at the beginning of the next pay period following date of that second-level decision and the signing of the telework agreement.

Section 10. Although a change in manager requires a new or modified telework agreement, an employee's telework agreement will not be cancelled by the new manager without written notice to the employee stating the reason. Upon receipt of the new manager's intent to modify or cancel the existing telework agreement, the employee may request reconsideration of that decision by the second-level manager in accordance with Section 9 of this Agreement. Until the second-level manager decision is received, the employee's current telework agreement will stay in effect.

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
- Veterans' Day - November 11
- Thanksgiving Day - fourth Thursday in November
- Christmas Day - December 25
- Additional days may be designated as a holiday by federal statute or executive order.

Section 3. When 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	Day Actual Holiday Falls On	Day Observed In Lieu
Saturday - Sunday	Saturday Sunday	Preceding Friday Following Monday
Monday - Tuesday	Monday Tuesday	Following Wednesday Preceding Sunday
Wednesday - Thursday	Wednesday Thursday	Following Friday Preceding Tuesday
Thursday - Friday	Thursday Friday	Following Saturday Preceding Wednesday
Friday - Saturday	Friday Saturday	Following Sunday Preceding Thursday

Scheduled 4-Day Workweek

Scheduled Days Off	Day Actual Holiday Falls On	Day Observed In Lieu
Sunday	Sunday	Following Wednesday
Monday	Monday	Preceding Saturday
Tuesday	Tuesday	Preceding Saturday
Monday	Monday	Following Thursday
Tuesday	Tuesday	Preceding Sunday
Wednesday	Wednesday	Preceding Sunday
Tuesday	Tuesday	Following Friday
Wednesday	Wednesday	Preceding Monday
Thursday	Thursday	Preceding Monday
Wednesday	Wednesday	Following Saturday
Thursday	Thursday	Preceding Tuesday
Friday	Friday	Preceding Tuesday
Thursday	Thursday	Following Sunday
Friday	Friday	Preceding Wednesday
Saturday	Saturday	Preceding Wednesday
Friday	Friday	Preceding Thursday
Saturday	Saturday	Preceding Thursday
Sunday	Sunday	Following Monday
Saturday	Saturday	Preceding Friday
Sunday	Sunday	Following Tuesday
Monday	Monday	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 U.S.C. § 8332, regardless of whether or not the employee is covered by Subchapter III of Chapter 83.

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

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

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

Section 7. Annual Leave Planning Process. The Parties agree that the scheduling of leave by an employee as far in advance as possible is consistent with FAA directives, and contributes to an efficient and effective government. 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 U.S.C. Chapter 55, Chapter 63

and the associated regulation in 5 C.F.R.

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 C.F.R. § 825.126. Qualifying exigency leave may be requested when the employee's spouse, son, daughter, or parent is called to "covered active duty" in support of a contingency operation.

Section 7. An employee who is the spouse, 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 HRP 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 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 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 employees service may impair operating capabilities, the employees 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 employees 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 employees 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 HRRM 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. Employees designated as FLSA non-exempt shall be eligible to earn compensatory time in accordance with all applicable

FLSA laws, rules, regulations, and this Agreement.

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

ARTICLE 49

Compensated Telephone Availability

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

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

Section 3. When assigned CTA, and an employee is notified that 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 (EIC).

- 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 HPRM 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 (FLM). 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 U.S.C., Chapter 42.

ARTICLE 54
Occupational Safety and Health Section

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 C.F.R. Part 1960; an OSHA Variance per Section 6 of the OSH Act of 1970 and 29 C.F.R. § 1905; a Petition for Modification of Abatement (PMA); an Agency request to extend the abatement date(s) of an OSHA citation; or Agency request for a OSHA hearing for the purpose of challenging a ruling or citation.
- d.** The Agency shall make every reasonable effort to provide and maintain safe and healthful working conditions. Factors to be considered include, but are not limited to, proper heating, air conditioning, ventilation, air quality, work-area lighting, drinking water quality, appropriate/alternative hand-washing practices and safe access.
- e.** The Agency will not penalize, antagonize, coerce, harass or discipline an employee for exercising his/her right under 29 C.F.R. § 1960.10, or the right to decline an assigned task because of a reasonable belief that under the circumstances

the assigned task poses an immediate risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures in accordance with 29 C.F.R. § 1960.46(a). Employees 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 C.F.R. § 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.
- i. It is understood that it is the Agency’s intent for the UCR Order 1800.6C to reflect the requirements found in applicable law and government-wide regulations.

Section 2. OSHECCOM.

- a. The Agency agrees to continue OSHECCOM, in accordance with Executive Order 12196 and the National OSHECCOM Charter. The following procedures shall apply to established OSHECCOMs:
 - i. National OSHECCOM: The committee will meet in

accordance with the National OSHECCOM Charter. The Union shall be entitled to designate 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.
- b. Union OSHECCOM representative(s) shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem when participating in OSHECCOM meetings, training, and other internal activities requested by the OSHECCOM and approved by the Agency. If requested by the representative, the Agency shall make every reasonable effort to change his/her days off to allow participation in a duty status.
 - c. The Union shall be entitled to designate a minimum of one (1) representative to work with the Agency anytime the National OSHECCOM Charter is to be modified or revised.
 - d. Indoor air quality concerns identified by the local OSHECCOM shall be investigated 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 (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 in accordance with Article 2, Section 5 when performing OSH related representational activity or attending OSH training, and when traveling to and from such activities, if otherwise in a duty status. These representatives shall be entitled to travel and per diem in accordance with the OSHECCOM Charter.

- c. The Union's 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 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 1910.151(b) and Agency directives, in addition to any specific training requirements contained in OSHA regulations. Bargaining unit employees will not be required to provide first aid/CPR as part of their job duties unless they are a Designated First Aid Responder under Agency Directives.

The Agency will continue to provide locally administered first aid and CPR training course(s) for bargaining unit employees who volunteer for such training. All training shall be conducted on duty time by any local agency which is accredited by the Red Cross or other accredited authority.

- b. The Agency will ensure that all First Aid/CPR kits are adequately supplied and restocked in an acceptable condition and shall consist of standard first aid supplies in accordance with ANSI Z308.1-2009. Supplies shall also include a 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 C.F.R. §

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 regard 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 C.F.R. § 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 C.F.R. § 1910.1030(g), and the facility's post- exposure procedures.

Section 10. Hazard Communications (HAZCOM).

- a. If the Agency initiates or permits the use or storage of hazardous chemicals, pesticides, or herbicides at any facility, the Agency shall maintain 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 C.F.R. § 1910.1200. Upon request, this information will be provided to the appropriate Union representative. Any pregnant/nursing employees or personnel with medical conditions which could be aggravated by the use of the chemicals, pesticides, or herbicides, shall be reasonably accommodated in a manner so as to prevent exposure. 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 C.F.R. § 1910.1020.

- b.** The Agency shall provide a legible copy of the Hazard Communication Standard, 29 C.F.R. § 1910.1200, to any affected employee covered by the Hazard Communication Program. In addition, a copy shall also be made available to designated Union representatives, upon request.
- c.** Prior to a contractor introducing a new hazardous chemical covered by 29 C.F.R. § 1910.1200 to an FAA-owned facility, the Agency will review the contents and listed hazards on the MSDS to prevent unnecessary exposure to employees. Upon request, the Agency shall provide the Union a copy of any MSDS associated with a hazardous chemical introduced by a contractor.

Section 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 C.F.R. § 1910.134, the agency policy contained in the latest version of FAA Order 3900.19, and the facility’s Respiratory Protection Program, to any employee who is required to wear a respirator and upon request by a Union representative.
- b. Any required medical questionnaire and examinations shall be administered confidentially during the employee’s normal working hours or at a time and place convenient to the employee. The Agency shall identify a physician or other licensed health care professional (PLHCP) to perform the medical evaluation using the medical questionnaire provided in 29 C.F.R. § 1910.134, Appendix C, (OSHA Respirator Medical Evaluation Questionnaire). The Employer shall not add additional questions to the medical questionnaire or seek additional medical related information from the PLHCP. Employees who wish to discuss the medical questionnaire and examination results with the PLHCP shall be permitted to do so on duty time.

- c. The Agency shall provide any affected employee a personal copy of any “supplemental information” the Agency provides to the PLHCP. This shall occur at the time the information is provided to the PLHCP.
- d. Employees may retain beards or other facial hair as long as it does not interfere with the respirator’s sealing surface or interfere with the valve function.
- e. 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 1910.95(k) and FAA Order 3900.19B, Chapter 21.
 - ii. All employees attending training shall each receive a copy of 29 C.F.R. § 1910.95 and any additional material required by § 1910.95(l). Upon request, the Agency will provide copies of this material to the Union at the national level.
- f. The Agency shall conduct noise monitoring in accordance with 29 C.F.R. § 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 C.F.R. § 1910.95 (Occupational Noise Exposure) in the workplace where employees in the Hearing Conservation Program exist.

Section 15. Electrical Safety and Lockout/Tagout.

- a.** The Agency shall provide Lockout/Tagout (LO/TO) training to each “affected” and “authorized” person as defined by 29 C.F.R. § 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 C.F.R. § 1910.147(e)(3).
- e.** The Agency shall provide each bargaining unit employee access to the following:
 - i.** OSHA Standard 29 C.F.R. § 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 twelve (12) 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 qualified employee or 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 qualified employee or 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 C.F.R. § 1910.1001 shall apply under this Section.

Section 13. Should the Agency appoint a national investigative team or similar group as a result of incidental asbestos release at any 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 1910.134(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 C.F.R. § 1614.203, qualified handicapped bargaining unit employees will be reasonably accommodated, in accordance with the Rehabilitation Act of 1973, as amended.

It is the employee's responsibility to provide medical information regarding the extent to which a medical condition is affecting availability for duty or job performance to enable the Agency to reasonably accommodate the employee.

Section 2. The Parties agree that medical documentation and other personal information related to the medical condition of bargaining unit employees with AIDS or HIV positive, shall be treated in a way to protect confidentiality and privacy. Except as follow-up to an identified medical condition, AMEs shall not inquire as to the potential HIV/AIDS status of a bargaining unit employee.

ARTICLE 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 Programs (OWCP)

Section 1. The Agency agrees to comply with the provisions of the Federal Employees Compensation Act (FECA) and other pertinent regulations promulgated by the Office of Workers' Compensation Programs (OWCP) when an employee suffers an occupational disease or traumatic injury in the performance of 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 part of the case file is, regardless of its source, shall, at the employee's request, be shared with the Union's designated OWCP Representative, after 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 Program Operations, the Union and the Agency have determined that the Flight Operational Quality Assurance (FOQA) Program will enhance flight operations safety through analysis of recorded flight data information. The Parties' Memorandum 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 Program Operations (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 Program Operations 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 cannot accomplish a medical exam by the end of the due month their Front Line Manager (FLM) 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 (FLM) 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 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

(TDP).

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 U.S.C. § 7131. The time limits under this Article may be extended by mutual agreement of the Parties.

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

Section 8. The Parties agree that they will not assert, as a defense to a demand for bargaining over a proposed mid-term change in conditions of employment, that the proposed change is inseparably bound up with and thus plainly an aspect of a subject covered by this Agreement, but they may assert the first prong of the Federal Labor Relations Authority (FLRA) "covered by" doctrine that the matter is expressly contained in this Agreement.

Section 9. Except where the Parties have reached agreements and understandings during the course of the negotiations of this Agreement, upon the effective date of this Agreement, all memoranda of agreement, memoranda of understanding, past practices, and other written or oral agreements whether formal or informal, shall have no force or effect and shall not be binding on the Parties in any respect. The foregoing applies at the local, 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 HRPB 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 HRPM 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 HRPM 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 HRPMP 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 HRPW 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 \$85,000. 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 \$85,000	0%
\$75,001-\$85,000	30%
\$60,001-\$75,000	45%
\$60,000 or less	70%

Section 3. The subsidy will be paid directly to the child care provider.

Section 4. The employee shall be responsible for any tax liability.

Section 5. 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 6. 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 U.S.C. § 2164(a), that the appropriate educational programs are not available through the local educational Agency.

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

ARTICLE 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 in-grade/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 Program Operations bargaining unit.

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

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

ARTICLE 87 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. 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 (FLM) 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 (FLM) 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. During an extended TDY assignment, the Agency will pay for an employee’s return home or to another authorized destination once every 30 days. The employee must list this return trip in the remarks section of their authorization. If the employee travels to a location other than their home, they must complete a cost comparison detailing the transportation expenses. The Agency will pay the employee’s transportation expenses to an alternate location not to exceed the expense of returning to the employee’s home. The employee must accomplish this travel during their regularly

scheduled off duty time. The employee can schedule subsequent return trips home for every additional thirty (30) calendar days of temporary duty in the same extended travel period. If the employee returns home or to another authorized location without an authorization, and they qualify for payment of per diem, the Agency will pay the employee's transportation costs not to exceed the amount of M&IE authorized had they remained at the TDY site.

- b.** The employee's "home" for purposes of this Article shall be designated by the employee before the employee begins an extended stay travel assignment. Any change to this designation shall be communicated to the Agency as soon as practical. 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.

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 be either 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 Program Operations crewmembers will provide the scheduling 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 Program Operations crewmembers on an international commercial itinerary will travel together for security and mission concerns. Exceptions to this policy must be approved in advance by the Agency.

Section 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.

Section 26. Prior to an employee voluntarily giving up their common air carrier seat in accordance with the FAATP, which delays an employee’s travel during duty hours, the employee will request leave. The administration of leave will be in accordance with CBA.

Section 27. Nothing in the FAATP prohibits an attendant for an employee with disabilities from being a family member.

Section 28. Notwithstanding the prohibition in the FAATP, the union may pay travel expenses for union officers, representatives or members to conduct representational duties or attend union activities.

Section 29. In accordance with the FAATP, an employee may request a temporary change of station (TCS) for a temporary duty assignment lasting one year or more. In addition:

- a. An employee considering such a request should receive a briefing from a knowledgeable Agency source regarding the advantages/disadvantages of a TCS.
- b. An employee’s request for a TCS shall be in writing. The Agency shall provide its approval or denial in writing within 14 days. A denial shall include an explanation of the grounds for denial.

Section 30. As with CONUS and International relocations, when an employee is relocating to an OCONUS location, he/she will not be limited regarding the number of lots of household goods that the Agency will pay to ship. Reimbursement, however, will be limited to the cost of transporting all household goods by one lot.

Section 31. The applicable per diem rate to be used for the actual TQSE reimbursement method for an international station will be the locality rate established by the Secretary of Defense or the Secretary of State under Subsection 4C1 of the FAATP.

Section 32. An employee on an approved authorization shall be allowed to draw an advance of funds using his government travel card to pay for necessary emergency POA storage expenses regardless of whether the Change of Station was CONUS, OCONUS or International.

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 (FLM) 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 (FLM) 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 thirty (30) 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 thirty (30) 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, HRPM LWS-8.6 Home Leave, and this Agreement. If any changes to the program are proposed, the Agency shall provide the Union notice in advance and negotiate the changes in accordance with Article 70 of this Agreement. Notwithstanding the implementation of subsequent program changes, employees on overseas tours are entitled, for the remainder of their current tour, to the protection of the regulations under which they accepted the overseas assignment.

Section 2. To maintain administrative return rights, the employee shall execute an employment agreement for each tour of duty. If an

employee serves only one (1) tour, 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 straight-line organization within an employing jurisdiction in its respective commuting area.

When the number of employees in any organization covered by this Agreement must be reduced, the Agency shall make every reasonable effort to place surplus employees in other positions within the Agency with the least possible interruption to their careers and personal lives. The Agency will provide the Union at the national level a list of all current and projected vacancies available for the placement of surplus employees within the Service Area, region or equivalent organizational level. Separation of employees by RIF shall take place only after all reasonable alternative actions have failed to solve the surplus.

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

The Union agrees to provide the Agency with its views on the planned abolishment(s) within thirty (30) days of receipt of the Agency's notice.

Section 3. In the event of a RIF, the affected employee and the Union representative will be provided access to master retention registers relative to 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 (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 reemployment, the employee shall repay to the FAA an amount equal to the amount of severance pay to which the employee was entitled under this Article that would not have been paid to the employee by reason of such re-employment.

ARTICLE 110 Contracting Out

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

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 veteran's preference;
- Chapter 71, relating to labor management relations;
- Section 7204, relating to antidiscrimination;
- Chapter 73, relating to suitability, security, and conduct;
- Chapter 81, relating to compensation for work injury; and
- Chapter 83-85, 87 and 89 relating to retirement, unemployment compensation and insurance coverage.

Section 2. Notwithstanding the provisions of Section 1, the FAA continues to be subject to the following portions of Title 5 in that they are not part of the Personnel Management System:

- 5 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. § 5503 (Recess Appointments);
- 5 U.S.C. § 5511-5520 (Withholding Pay);
- 5 U.S.C. § 5533-5537 (Dual Pay);
- 5 U.S.C. § 5561-5570 (Payments to Missing Employees);
and
- 5 U.S.C. Chapter 79 (Services to Employee).

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

- 5 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 8½" 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 C.F.R. § 550.311(b). The Union shall not incur any fees for this service.

Section 2. Each pay period, with respect to allotments for the Union's political action committee, the Union shall be provided with an electronic list showing the names of employees, the last four digits of each employee's social security number, FAA Region/Service Area, year/ pay period/Federal Personnel Payroll System (FPPS) Code, and the amount remitted by the accompanying Electronic Funds Transfer (EFT). The Union shall not incur any fees for this service.

ARTICLE 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). The following exceptions apply:

1. **Flight Program Operations and Mission Support Services.** These employees are covered by the Agency's FG Pay Plan. 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 the Agreement.

2. **Wage Grade Employees.** Wage Grade employees will continue to be covered under the Federal Wage System (FWS) and applicable Agency Directives.
3. 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. 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 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.

- c. 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.

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

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

- a. Pay setting principles for newly hired or re-hired employees will be in accordance with HRPMP COMP-2.24c, Pay-Setting Principles for Placement in the Core Compensation Plan or

Agency Policy applicable to internal selections.

- b. Offers may only be extended to candidates after approval of the starting pay. Firm job offers must be communicated in writing in accordance with established procedures in each Human Resource Management Office and must include the prospective employee's starting pay.
- c. An employee in series 2101, 856, 802, or 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 a 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 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%) 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 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 9. Movement from FV to FG positions shall be processed in accordance with HROI, Setting Pay for Moves from FV to FG.

Section 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 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 C.F.R. § Part 591, Agency Directives and this Agreement.
- e. **Overtime.** Overtime will be paid in accordance with Article 47.
- f. **Annual Premium Pay.** Annual premium pay will be administered in accordance with Agency Directives. In the event the Agency assigns Annual Premium Pay to an employee, the rate of Annual Premium Pay will not result in a payment less than the amount of pay the employee would have otherwise received under the FLSA, in addition to premium pay and differentials known to be associated with the work assignment.
- g. **Compensatory Time.** The payment for unused compensatory time shall be administered in accordance Article 48.
- h. **Travel Compensatory Time.** Employees may not receive payment under any circumstances for unused travel compensatory time in accordance with Article 103.
- i. **Locality Pay for Employees on International Assignment.** Employees on international assignments outside the continental United States shall be provided locality-based comparability pay in the same manner as

employees of the U.S. State Department who are on international assignments. The rate of locality pay shall be determined as if the employee were assigned to Washington, D.C. For the period preceding January 2013, payment shall be .667% of Washington, D.C. locality. As of January 2013, employees will receive the full amount of the applicable locality pay.

- j. **Rural Alaska Rotation Pay.** A Rural Alaska Rotation Pay (RARP) premium at the rate of 10% of adjusted base pay is authorized when an employee is assigned to an 8/6 schedule (defined as eight (8) consecutive 10-hour workdays followed by six (6) consecutive days off) conforming to the basic work requirement. The use of the 8/6 schedule is at the discretion of the Agency. Employees will receive RARP at the following locations when the employee is in a travel status, or when the following locations serve as a base hub for travel to/from other remote locations when the employee is in a travel status:

- Aniak
- Cold Bay
- Deadhorse
- Adak
- Kotzebue
- Middleton Island
- St. 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.

ARTICLE 125

Furloughs

Section 1. A furlough is a non-disciplinary action placing an employee in a temporary nonduty and non-pay status because of lack of work or funds or for other non-disciplinary reasons, such as an emergency or a lapse in appropriations or authorization. The types of furloughs covered under this Agreement are as follows: save money (or non-emergency), furlough of more than thirty (30) continuous calendar days or twenty-two (22) discontinuous workdays and emergency (shutdown) or lapse of appropriation (authorization). Furloughs of bargaining unit employees will be governed by HRPMP EMP- 1.27 and this Agreement.

Section 2. When implementing a save money or non-emergency furlough of 30 days or less, each Line of Business/Staff Office shall engage in pre-decisional involvement with the Union at the corresponding level, in considering the following actions in order to avoid or mitigate the effects of a furlough:

- a. Request approval from the Office of Personnel Management to use the Voluntary Early Retirement Authority (VERA)

which allows permanent employees to retire early;

- b.** Authorize the use of the Voluntary Separation Incentive Pay (VISIP) to eligible employees to voluntarily separate through retirement or resignation;
- c.** Support/encourage voluntary action such as voluntary changes from full-time to part-time schedules, voluntary resignations or retirements, acceptance of other federal jobs, voluntary placement in furlough status or additional days in furlough status;
- d.** Ensure that part-time employees work only the number of hours in their official work schedule and/or changing the part-time employee's official work schedule to one with fewer hours.
- e.** Offer employees with the affected organization the opportunity to volunteer for involuntary RIF separations;
- f.** Implement hiring and/or promotion freezes;
- g.** Terminate temporary appointments;
- h.** Terminate reemployed annuitants;
- i.** Curtail overtime, except in emergency cases; and
- j.** Implement furlough on authorized holidays.

Section 3. In the event the Agency determines that it must implement a furlough, it will provide notice and opportunity to bargain in accordance with the Parties' collective bargaining agreement. The notice will contain, at a minimum, the proposed number of employees that will be furloughed and the proposed amount of days and/or hours associated with each furlough. In case of save money or non-emergency furlough, the Agency shall provide the Union a copy of the Agency's business case/furlough plan as soon as possible upon final approval from AHR. Except in the case of an emergency furlough, the Union will be provided a briefing on information relied upon by the Agency in making its decision to furlough bargaining unit employees, including actions

considered to avoid or mitigate the effects of the furlough. Following the briefing, the Agency and the Union will negotiate at the national level on procedures and appropriate arrangements for implementing the furlough. In conjunction with the bargaining process, the Parties will also develop a joint Q&A for reference by bargaining unit employees impacted by the furlough.

Section 4. A written notice of the proposed furlough action will be signed by the deciding official and given to the employee at least thirty (30) days prior to the proposed effective date. The Agency may use electronic delivery for the both the notice of proposed furlough and the final letter of decision, as appropriate. This notice shall contain the maximum number of days/hours the employee will be furloughed. If a furlough period is extended, the Parties acknowledge that the Union will be provided notice and an opportunity to bargain, as appropriate.

Section 5. For furloughs other than a lapse in Congressional appropriations, the provisions contained in the Disciplinary/ Adverse Action article in the appropriate collective bargaining agreement shall apply.

Section 6. For part-time employees, the furlough requirements shall be pro-rated by computing the furlough days as furlough hours in the same proportion to those hours scheduled for full-time employees working 80 hours biweekly, based on work schedules.

Section 7. For furloughs of more than thirty (30) continuous calendar days or more than twenty- two (22) work days, the RIF procedures contained in this Agreement shall apply.

Section 8. In scheduling a save money or non-emergency furlough, the furlough requirement may be expressed in terms of days or hours. An employee's current work schedule, including AWS, determines the number of hours in his or her workday. For purposes of equity, employees will not be furloughed more than eight (8) hours in a workday, unless otherwise agreed to by the Parties.

Section 9. Whenever a furlough occurs that will result in the employee being placed in a non-pay status, an SF-8 (Notice to Federal Employees About Unemployment Insurance) will be provided not later than when the non-pay status begins. In addition,

a link will be provided to a fact sheet containing information on applying for unemployment benefits.

Section 10. A previously scheduled and approved day of annual leave, sick leave, court leave, military leave, leave for bone marrow or organ donation, or any other approved leave will not be converted to a furlough day unless agreed to by the employee, providing that the required furlough day(s)/hour(s) can be accomplished during the corresponding pay period.

Section 11. If an employee is scheduled to be on LWOP during his or her furlough period, the employee may designate any hours and/or days of LWOP as furlough time off in order to meet the furlough requirements.

Section 12. An employee who is on approved LWOP under the FMLA on days that coincide with the period of furlough shall be permitted to convert his or her LWOP to furlough time.

Section 13. When an employee's pay is insufficient to permit all deductions to be made, the Agency shall follow the order of precedence for applying deductions in compliance with applicable directives.

Section 14. An employee is entitled to receive pay for a holiday so long as he or she is in a pay status on either the workday preceding a holiday or the workday following a holiday. This applies to the in lieu of holiday as well.

Section 15. At those facilities where no leave exigency exists, cancellation of approved leave shall be in accordance with this Agreement.

Section 16. The Parties agree that, notwithstanding any provision in a CBA or Agency directive, if a furlough substantially interferes with the timing of a developmental employee's transition through the applicable developmental stages by, for example, preventing the employee from receiving necessary training, and who, but for the furlough, would have received a pay increase or promotion as a result of transitioning to journey level status, the Parties will meet to discuss appropriate resolution of the matter, if any, at the Service Area, Division, or the equivalent organizational level. In the absence

of a mutually agreeable resolution, the Union is free to pursue other appropriate remedies.

Section 17. Temporary employees retained by the Agency shall receive their furlough days/hours in the same manner as permanent employees.

Section 18. Absences due to a furlough shall be taken into consideration when assessing performance.

Section 19. Employees may utilize Employee Assistance Program (EAP) while in a furlough status to obtain credit/financial counseling services.

Section 20. To the extent authorized by law, Agency subsidized programs, including but not limited to childcare, transit and parking subsidies, shall not be negatively affected by a furlough.

Section 21. The Agency will make available through the employee website, a letter which may be presented to their creditors detailing the length of the furlough and the impact on the employee's salary.

Section 22. During the furlough period, any employee on temporary assignment away from the facility/office shall continue to be reimbursed for expenses authorized by applicable travel directives and this Agreement. An employee's authorized use of a rental vehicle on a temporary duty assignment (TDY) shall not be affected by the furlough day(s)/hour(s) assigned.

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, or otherwise account for the time by leave and/or other approved absences.

Continental United States (CONUS): The forty-eight (48) contiguous states and the District of Columbia.

Conventional Workweek: A basic workweek of consecutive workdays, Monday through Friday, including unpaid meal breaks, with at least two consecutive days off, generally coinciding with FAA official hours.

Covered Active Duty: The term ‘covered active duty’ means — “(A) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country;” and “(B) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code;”.

Defense Travel Management Office (DTMO) Contract: The contract administered by the Defense Travel Management Office (DTMO) that governs the rental of vehicles by employees while in official travel status when such rental is authorized by the

Government. Rental car companies found in the Agency's electronic travel system are on the DTMO contract.

Designated Return Area: A designated return area is defined as the nine regional offices located across the country and the Mike Monroney Aeronautical Center as shown below:



Directives: Includes but is not limited to the FAA Personnel Management System (FAA PMS), Human Resource Policy Manual (HRPM) and subordinate documents (HROIs/Policy Bulletins, Reference Materials etc.), FAA orders, notices, memorandums, rules, regulations, guides and directives which relate to personnel policies, practices, and working conditions of employees in the bargaining unit.

Directorate Level: As referred to in this Agreement, Directorate level includes Eastern Regional Office and all ATO Directorate levels where bargaining unit employees are assigned.

Domestic Partner: For the purposes of Article 97 and Article 82, a domestic partner is an adult in a domestic partnership with an employee of the same-sex.

Domestic Partnership: For the purposes of Article 97 and Article 82, a domestic partnership is a committed relationship between two

adults of the same sex, in which they:

1. are each other's sole domestic partner and intend to remain so indefinitely;
2. maintain a common residence, and intend to continue to do so (or would maintain a common residence but for an assignment abroad or other employment-related, financial, or similar obstacle);
3. are at least 18 years of age and mentally competent to consent to contract;
4. share responsibility for a significant measure of each other's financial obligations;
5. are not married or joined in a civil union to anyone else;
6. are not a domestic partner of anyone else;
7. are not related in a way that, if they were of opposite sex, would prohibit legal marriage in the U.S. jurisdiction in which they reside;
8. are willing to certify, if required by the agency, that they understand that willful falsification of any documentation required to establish that an individual is in a domestic partnership may lead to disciplinary action and the recovery of the cost of benefits received related to such falsification, as well as constitute a criminal violation under 18 U.S.C. § 1001, and that the method for securing such certification, if required, shall be determined by the agency; and
9. are willing promptly to disclose, if required by the agency, any dissolution or material change in the status of the domestic partnership.

Emergency: A sudden unforeseen event that requires immediate action.

Equitable: Fair; impartial.

Immediate Family: For the purposes of Article 97, any of the following named members of the employee's household shall be considered immediate family:

a.

1. spouse;
2. Domestic Partner;
3. children of the employee, of the employee's spouse, or of the employee's domestic partner, who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self-support. (The term "children" shall include natural offspring; stepchildren; adopted children; grandchildren, legal minor wards, or other dependent children who are under legal guardianship of the employee, of the employee's spouse, or of the domestic partner; and an unborn child(ren) born and moved after the employee's effective date of transfer.);
4. dependent parents (including step and legally adoptive parents) of the employee, of the employee's spouse or of the employee's domestic partner; and (see paragraph (b) of this section for dependent status criteria); and
5. dependent brothers and sisters (including step- and legally adoptive brothers and sisters) of the employee, of the employee's spouse, or of the employee's domestic partner, who are unmarried and under twenty-one (21) years of age or who, regardless of age, are physically or mentally incapable of self-support. (See paragraph (b) of this section for dependent status criteria.)

- b.** Generally, the individuals named in paragraphs (4) and (5) of this section shall be considered dependents of the employee if they receive at least 51 percent of their support from the employee or employee's spouse; however, this percentage of support criteria shall not be the decisive factor in all cases. These individuals may also be considered dependents for the purposes of this chapter if they are

members of the employee's household and, in addition to their own income, receive support (less than 51 percent) from the employee or employee's spouse without which they would be unable to maintain a reasonable standard of living.

Irregular or Occasional Overtime: Irregular or occasional overtime is overtime work that is scheduled after the start of the administrative workweek.

Job Documentation: Job documentation consists of definitions of each Job Series, Job Category, and the Career Levels within each Job Category.

Leave Without Pay (LWOP): An approved absence from duty in a non- pay status within an employee's basic workweek.

Locality Pay: The percentage increase to an employee's basic pay authorized by the President of the United States under the provisions of Title 5 United States Code for the locality pay area applicable to the employee's official duty station.

Medical Certificate: A Medical Certificate is a current written/typed statement completed and signed by the servicing health care provider on printed or typed letterhead with the provider's name and address certifying to the incapacitation, examination, or treatment or to a period of disability while a patient is receiving professional treatment. It must include evidence from an appropriate health care provider of incapacity for duty (or, if for care of a family member, the family member's incapacity for work or school) due to physical or mental illness or injury, the date of incapacity and the anticipated ending date of the medical emergency and return to duty or school, as applicable.

NAS: National Airspace System.

Outside Continental United States (OCONUS): Outside the forty- eight (48) contiguous states and the District of Columbia.

Personnel Action: A personnel action means: an appointment; a promotion; a disciplinary or corrective action; a detail, transfer or reassignment; a reinstatement; a restoration; a reemployment; a performance evaluation; a decision concerning

pay, benefits, or awards concerning education or training if the education or training may reasonably be expected to lead to an appointment, promotion, performance evaluation, or other action described in this definition; a decision to order psychiatric testing or examination; and any other significant change in duties, responsibilities, or working conditions.

President's Annual Comparability Increase: The annual adjustment to the General Schedule under 5 U.S.C. § 5332(a) in accordance with 5 U.S.C. § 5303.

Priority Consideration: Priority consideration means the bona fide consideration given to an employee by the selecting official before any other candidates are referred for the position to be filled. The employee is not to be considered in competition with other candidates and is not to be compared with other candidates. The Parties recognize that the selection requirements in HRPM EMP-1.9 will apply prior to any priority consideration negotiated under this Agreement.

Regularly Scheduled Overtime: Regularly scheduled overtime is overtime work that is scheduled or should have been scheduled before the start of the administrative workweek.

Reservist Differential: A supplemental payment which is equal to the amount by which the employee's projected civilian basic pay for a covered pay period exceeds the employee's actual military pay and allowances allocable to that pay period.

Special Circumstance: When used in the context of Union representation, a special circumstance is a factor, that when present, would make the granting of official time or the release of a Union representative unreasonable, cause a disruption in services or create an unsafe situation.

Special Physical Need: Physical characteristics of a traveler not necessarily defined under disability. Such physical characteristics could include, but are not limited to, the weight or height of the traveler.

Staffing and Workload: When assessing staffing and workload, the Agency will consider factors which may include the criticality

of the work, the time period in which the work must be completed, and the availability of personnel or other resources to respond to and accomplish the work of the Agency. In this Agreement where the Agency has the right to make a decision based on its assessment of staffing and workload it will, upon request by the Union, provide an explanation of its decision.

Travel Card Abuse: A cardholder's intentional use of a travel card for unauthorized transactions unrelated to official travel, including intentional efforts to defraud.

Travel Card Misuse: A cardholder's unintentional use of a travel card for unauthorized transactions unrelated to official travel.

Vacancy: An unfilled/unoccupied position, which is authorized and funded.



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION
-Agency

-and-

PROFESSIONAL AVIATION SAFETY SPECIALISTS, AFL-CIO
-Exclusive Representative/Petitioner

CASE NO.
WA-RP-09-0098

BUS 0067

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, I 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

FEDERAL LABOR RELATIONS AUTHORITY


Gerald M. Cole, Regional Director
San Francisco Region

Attachment: Certificate of Service



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

U.S. Department of Transportation
Federal Aviation Administration
Agency/Petitioner

-and-

Professional Aviation Safety Specialists, AFL-CIO
-Exclusive Representative

Case No. WA-RP-11-0038

BUS 1384

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

Dated: April 30, 2012

Attachment: Certificate of Service


Matthew Jarvinen, Acting Regional Director
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, Operations Support	Regional Vice President
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.

Appendix II – Grievance Procedure Officials

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, Operations Support	Regional Vice President
2	Group Manager	Group Representative
1	Front Line Manager	Unit Representative

4. Flight Program Operations <1384 >

STEP	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director	National Representative
2	Group Manager	Group Representative
1	Front Line Manager	Unit Representative

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 <1384 >

STEP	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director	National Representative
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 Manager directly below Division Manager	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

APPENDIX III

LETTER OF AGREEMENT TO RETAIN MOAs/MOUs

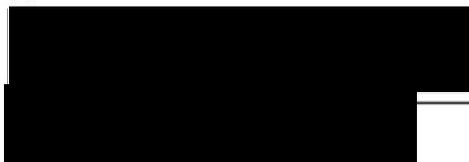
The Parties hereby agree that the following agreements shall remain in full force and effect for the term of the successor agreement to the Parties' Collective Bargaining Agreement, dated December 2012, unless otherwise indicated:

1. Representatives (12/14/2012)
2. Runway Status Lights (4/5/2013)
3. Aircraft Maintenance ASAP (7/15/2013)
4. Flight Operational Quality Assurance (6/18/2013)
5. TAMR Phase 3 Segment 2 (STARS ELITE/LITE) (4/11/2014)
6. Workgroup and SME (8/12/2014)
7. Regional Prospectus Projects Workgroup (8/21/2014)
8. Flight Inspection Operations Group (Aircrew) ASAP (4/29/2015)
9. NextGen Representatives (6/25/2015)
10. ERAM and SE/TR, dated (1/28/2016)
11. Revised Federal Investigative Standards MOA (10/7/2016)
12. Enterprise Control Center and Attachments (11/22/2016)
13. T-SAP (2/1/2017)
14. NAS Technical Event Line (NTEL) (2/21/2017)
15. Supplemental Differential Payments, Nantucket, MA (3/15/2017)
16. HRPM ER-4.1 (7/3/2017)

The Parties further agree that the following agreement shall be opened and renegotiated in accordance with Article 70 of the Parties' Collective Bargaining Agreement. The Parties have agreed to an initial bargaining session the week of August 21, 2017.

1. Fatigue (7/31/2014)

Signed this 27th day of July 2017.



Chief Negotiator

Memorandum of Agreement
Between
Professional Aviation Safety Specialists (AFL-CIO)
and the
Federal Aviation Administration

The Federal Aviation Administration (“FAA” or “Agency”) and the Professional Aviation Safety Specialists (AFL-CIO) (“PASS” or “Union”), hereinafter referred to as the Parties, voluntarily and without coercion enter into the following memorandum of agreement (“Agreement” or “MOA”). This MOA covers PASS bargaining units 0067 and 1384.

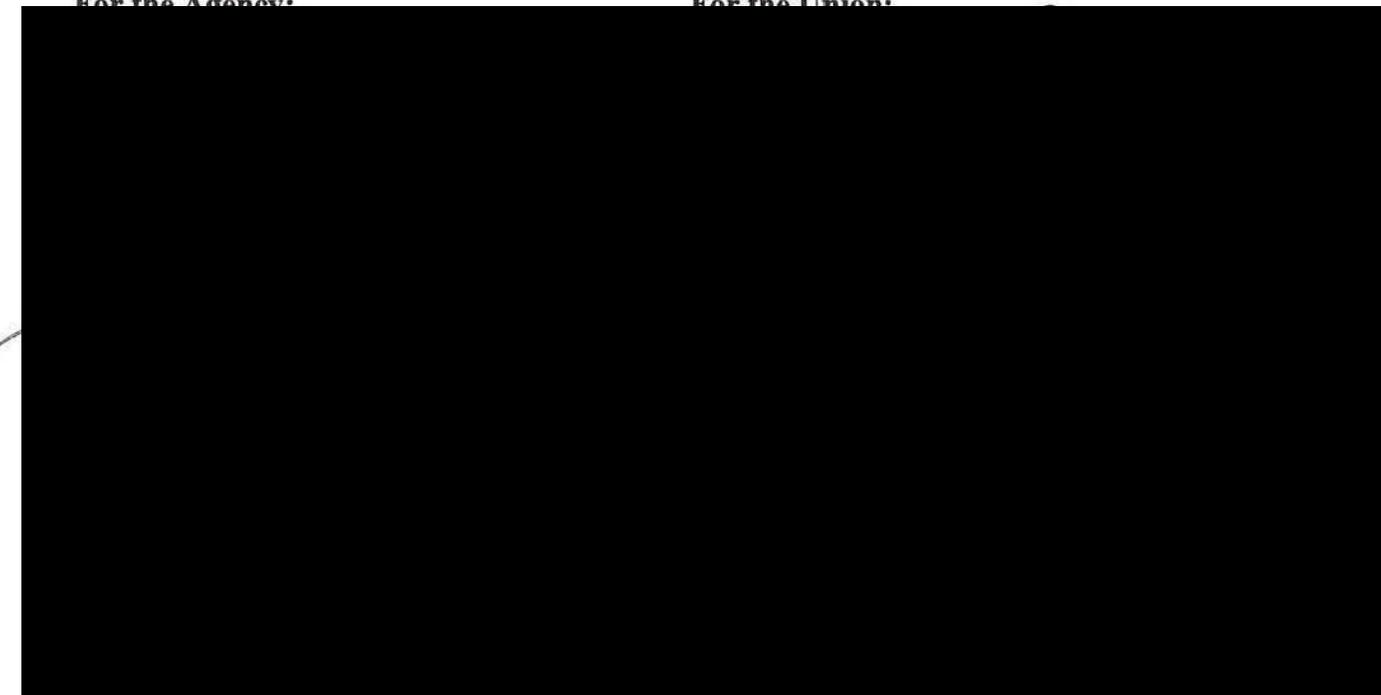
Section 1. Notwithstanding the language of Article 2, Section 1 of the Parties’ 2012 Collective Bargaining Agreement (CBA), the Union may designate a representative to deal with the Agency at each District level within the ATO/Technical Operations Organization, at the ATO/TechOps Technical Operations Manager (TOM) level, and all other equivalent management levels where a reasonable relationship to representation exists. This representative, once designated, will be afforded the equivalent status, coverage, and entitlements as representatives defined in Article 2, Sections 1 and 2 of the CBA.

Section 2. The provisions of this MOA are supplemental to the Parties’ CBA.

Section 3. This MOA shall be considered valid upon completion of Agency head review or thirty (30) days after it has been signed by the Parties, whichever occurs first. However, implementation of the MOA shall be effective concurrent with the implementation date of the Parties’ CBA, and shall remain in effect for the duration of the 2012 CBA, as defined in Article 116 of the CBA.

For the Agency:

For the Union:



APPENDIX III - # 2 Runway Status Lights (4/5/2013)

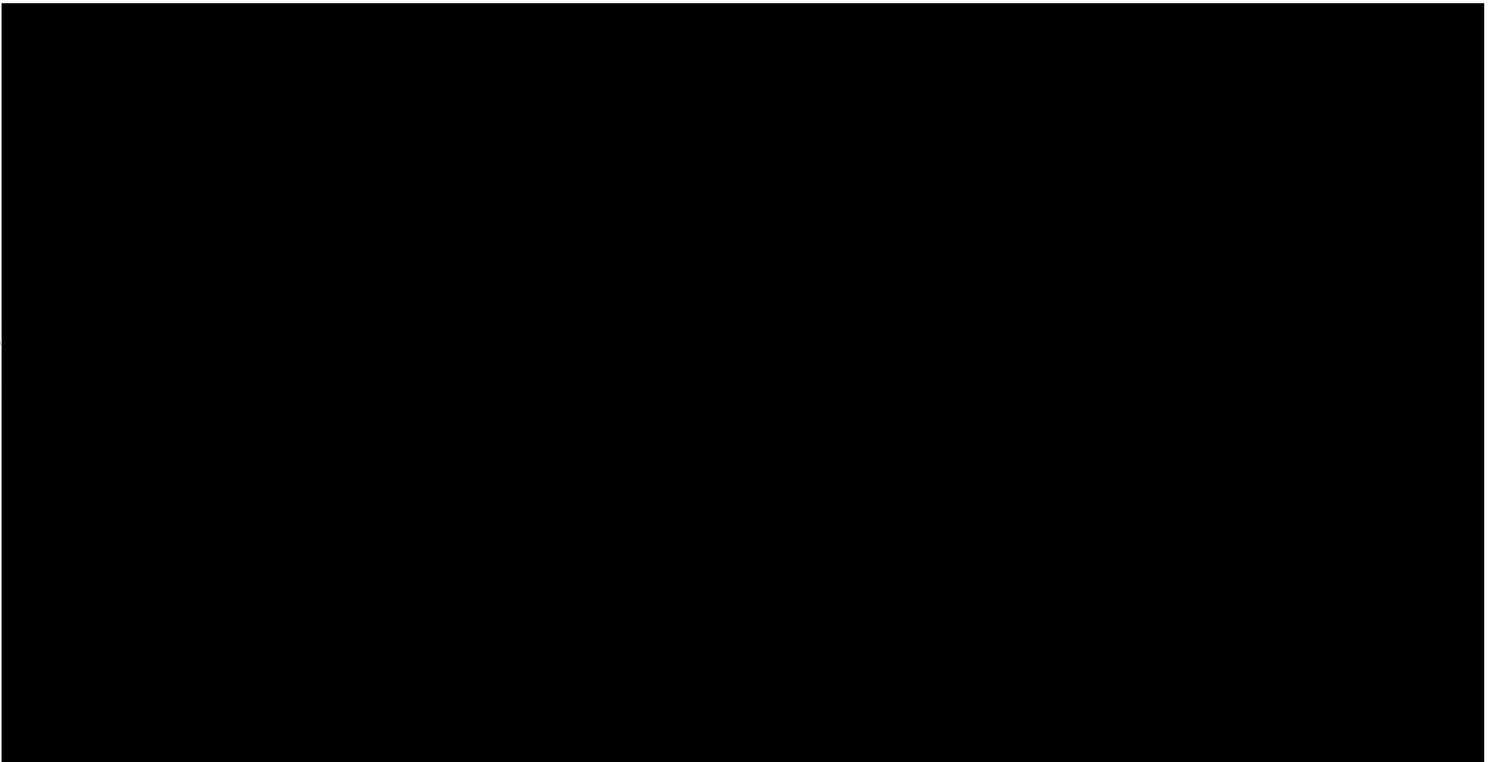
Memorandum of Agreement
between the
Federal Aviation Administration (FAA)
and the
Professional Aviation Safety Specialists (PASS)
regarding
Runway Status Lights (RWSL)

This Memorandum of Agreement (MOA) made and entered into by the Professional Aviation System Specialists (PASS) and the Federal Aviation Administration (FAA) concerning the maintenance and certification of the Runway Status Lights (RWSL).

1. Prior to implementing any changes (National, Service Area or Local) to the RWSL, resulting in a change to any personnel policy, practice or working conditions the FAA shall give PASS notice per the Collective Bargaining Agreement (CBA).
2. PASS will identify a participant at the local level in all field familiarization testing and acceptance testing.
3. Field familiarization will be completed prior to IOC per Acquisition Management System (AMS) 3.2.7.1 Test and Evaluation Process Guidance.
4. The FAA will provide a dedicated work area on the airport for maintenance of RWSL of no less than 100 square feet. If the Agency decides to include nitrogen testing and/or water immersion testing as a maintenance requirement, the minimum space for the dedicated work area will be 200 square feet. The building shall have proper environmental facilities for heating, ventilation and air conditioning. This space may be housed in an existing building, on the airport field, but if a suitable space is not available the FAA will provide a new building for this purpose. If the RWSL dedicated work space is housed in an existing facility, on the airport, this space will be fully dedicated to the maintenance of RWSL and no other work activities will be conducted in that space and no other supplies or equipment will be stored there unless agreed to by the parties locally. The local parties at each location will negotiate the layout and location of this space to insure maximum utilization and proper clearances for employee and equipment movement within this space.
5. The equipment shelter will have an approved safety board fully outfitted with appropriate safety equipment commensurate with the hazards of that facility.
6. The identified safety hazards will be remedied prior to IOC. Any hazard not remedied will be identified in writing and a contingency plan published and provided to all specialists assigned RWSL responsibility. Those items remaining must be mitigated

within six (6) months of IOC.

7. The agency will provide all the necessary test equipment to perform maintenance and certification of the RWSL system.
8. The specialists assigned RWSL duties and responsibilities shall be trained to the level commensurate with the performance of those duties and responsibilities.
9. Personal Protective Equipment (PPE) will be purchased and provided to each specialist responsible for maintaining RWSL prior to IOC.
10. The agency will abide by the "two man rule" in the performance of maintenance, restoration and certification of the RWSL.
11. Should the Agency develop a Facility Implementation Plan the local manager shall meet with the PASS facility representative to discuss the impact of the implementation plan on bargaining unit employees. It is agreed that, upon written request to the appropriate Service Area Director, the Agency shall provide PASS's national office a copy of each Facility Implementation Plan.
12. This MOA is effective upon completion of Agency Head Review or 30 days after it has been signed by both parties Chief Negotiators, whichever occurs first, and shall remain in effect until all sites on the waterfall schedule have completed JAI.



**FLIGHT INSPECTION SERVICES
AIRCRAFT MAINTENANCE AND ENGINEERING GROUP
AVIATION SAFETY ACTION PROGRAM (ASAP)
MEMORANDUM OF UNDERSTANDING
FOR
MAINTENANCE PERSONNEL**

1. GENERAL. FLIGHT INSPECTION SERVICES (FIS) is a Title 14 of the Code of Federal Regulations (14 CFR), air carrier operating under Part 135. The Aircraft Maintenance and Engineering Group (AMEG) maintains the Flight Inspection Services (FIS) fleet of 32 aircraft, and employ approximately 230 maintenance personnel. The maintenance personnel are represented by the Laborer's International Union of North America (LIUNA) and the Professional Aviation Safety Specialists (PASS).

2. PURPOSE. The Federal Aviation Administration (FAA), FIS, AMEG, LIUNA and PASS are committed to improving flight safety. Each party has determined that safety would be enhanced if there were a systematic approach for maintenance personnel to promptly identify and correct potential safety hazards. The primary purpose of the FIS AMEG Aviation Safety Action Program (ASAP) is to identify safety events, and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate flight safety analysis and corrective action, FIS, AMEG, LIUNA and PASS join the FAA in voluntarily implementing this ASAP for maintenance personnel, which is intended to improve flight safety through maintenance personnel self-reporting, cooperative follow-up, and appropriate corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.

3. BENEFITS. The program will foster a voluntary, cooperative, non-punitive environment for the open reporting of safety of flight concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop corrective action to help solve safety issues and possibly eliminate deviations from 14 CFR. For a report accepted under this ASAP MOU, the FAA will use lesser enforcement action or no enforcement action, depending on whether it is a sole-source report, to address an event involving possible noncompliance with 14 CFR. This policy is referred to in this MOU as an "enforcement-related incentive".

4. APPLICABILITY. The FIS AMEG ASAP applies to all maintenance personnel employees of AMEG and only to events that occur while acting in that capacity. Reports of events involving apparent noncompliance with 14 CFR that is not inadvertent or that appears to involve an intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.

a. Events involving possible noncompliance with 14 CFR by FIS that are discovered under this program may be handled under the Voluntary Disclosure Policy, provided that FIS voluntarily reports the possible noncompliance to the FAA and that the other elements of that policy are met. (See the current version of AC 00-58, Voluntary Disclosure Reporting Program and FAA Order 2150.3B, Compliance and Enforcement Program, Chapter 5).

b. Any modifications of this MOU must be accepted by all parties to the agreement.

(1). This MOU was amended in March of 2013 to document:
The name change from Aviation Systems Standards (AVN) to Flight Inspection Services.
The relocation of CHDO duties from the OKC FSDO to the Des Moines FSDO.

5. PROGRAM DURATION. This is a Continuing program subject to review and renewal in accordance with the terms of this MOU. This ASAP may be terminated at any time for any reason by AMEG, the FAA, or any other party to the MOU. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; i.e., when a program is terminated, all reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program ordinarily will result in termination of the program. Failure of AMEG to follow through with corrective action acceptable to the FAA to resolve any safety deficiencies ordinarily will result in termination of the program.

6. REPORTING PROCEDURES. When a AMEG maintenance employee observes a safety problem or experiences a safety-related event, he or she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.

a. ASAP Report Form. At an appropriate time during the workday (e.g. after the end of the maintenance shift), the employee should complete AMEG ASAP Form (VN Form Number 4100-317) for each safety problem or event and submit it by via FAA email to FAA Directory list: 9-AMC-AVN-AMED-ASAP-ERC/AMC/FAA. If the FAA email system is not available to the employee at the time he or she needs to file a report, the employee may contact the ASAP manager's office and file a report via telephone within 24 hours after the end of the duty shift, absent extraordinary circumstances. Reports filed via telephone within the prescribed time limit must be followed by a formal report submission within three calendar days thereafter.

b. Time Limit. Reports that the ERC determines to be sole-source will be accepted under the ASAP, regardless of the timeframe within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 11.a. (2) and (3) of this MOU. Reports which the ERC determines to be non-sole-source must meet the same acceptance criteria, and must also be filed within one of the following two possible timeframes:

(1) Within 24 hours after the end of the duty shift, absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and the maintenance employee completes the duty shift for that day at 1900 hours, the report should be filed no later than 1900 hours Tuesday. In order for all employees to be covered under the ASAP for any apparent noncompliance with 14 CFR resulting from an event, they must all sign the same report or submit separate signed reports for the same event.

(2) Within 24 hours of having become aware of possible non-compliance with 14 CFR provided the following criteria are met: If a report is submitted later than the time period after the occurrence of an event stated in paragraph 6.b.(1) above, the ERC will review all available information to determine whether the maintenance employee knew or should have known about the possible noncompliance with 14 CFR within that time period. If the ERC determines that the employee did not know or could not have known about the possible noncompliance with 14 CFR until informed of it, then the report would be included in ASAP, provided the report is submitted within 24 hours of having become aware of possible noncompliance with 14 CFR, and provided that the report otherwise meets the acceptance criteria of this MOU. If the employee knew or should have known about the possible noncompliance with 14 CFR, then the report will not be included in ASAP.

c. Non-reporting employees covered under this ASAP MOU. If an ASAP report identifies another covered employee in an event involving possible noncompliance with 14 CFR and that employee has neither signed that report nor submitted a separate report, the ERC will determine on a case-by-case basis whether that employee knew or reasonably should have

known about the possible noncompliance with 14 CFR. If the ERC determines that the employee did not know or could not have known about the apparent possible noncompliance with 14 CFR, and the original report otherwise qualifies for inclusion under ASAP, the ERC will offer the non-reporting employee the opportunity to submit his/her own ASAP report. If the non-reporting employee submits his/her own report within 24 hours of notification from the ERC, that report will be afforded the same consideration under ASAP as that accorded the report from the original reporting employee, provided all other ASAP acceptance criteria are met. However, if the non-reporting employee fails to submit his/her own report within 24 hours of notification from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement authorities, if warranted.

d. **Non-reporting employees not covered under this ASAP MOU.** If an ASAP report identifies another FIS employee who is not covered under this MOU, and the report indicates that employee may have been involved in possible noncompliance with 14 CFR, the ERC will determine on a case-by-case basis whether it would be appropriate to offer that employee the opportunity to submit an ASAP report. If the ERC determines that it is appropriate, the ERC will provide that employee with information about ASAP and invite the employee to submit an ASAP report. If the employee submits an ASAP report within 24 hours of notification from the ERC, that report will be covered under ASAP, provided all other ASAP acceptance criteria are met. If the employee fails to submit an ASAP report within 24 hours of notification from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement agencies, if warranted.

7. POINTS OF CONTACT. The ERC will be comprised of one representative from AMEG management; one representative from LIUNA, one representative from PASS; and one FAA inspector assigned as the ASAP representative from the Certificate Holding District Office (CHDO) for FIS; or their designated alternates in their absence. In addition, AMEG will designate one person who will serve as the ASAP manager. The ASAP manager will be responsible for program administration, and will not serve as a voting member of the ERC.

8. ASAP MANAGER. When the ASAP manager receives the report, he or she will record the date and time of any event described in the report and the date and time the report was submitted through the FAA email system. The ASAP manager will enter the report, along with all supporting data, on the agenda for the next ERC meeting. The ASAP manager will then notify all ERC members by email that a report has been submitted. Reports should be provided to all ERC members prior to the scheduled ERC meeting in accordance with guidance contained in Advisory Circular 120-66, as amended. The ERC will determine whether a report is submitted in a timely manner or whether extraordinary circumstances precluded timely submission. To confirm that a report has been received, the ASAP manager will send a written receipt through the FAA email system to each employee who submits a report. The receipt will confirm whether or not the report was determined to be timely. The ASAP manager will serve as the focal point for information about, and inquiries concerning the status of, ASAP reports, and for the coordination and tracking of ERC recommendations.

9. EVENT REVIEW COMMITTEE (ERC). The ERC will review and analyze reports submitted by maintenance personnel under the program, identify actual or potential safety problems from the information contained in the reports, and propose solutions for those problems. The ERC will provide feedback to the individual who submitted the report.

a. The ASAP manager will maintain a database that continually tracks each event and the analysis of those events. Details of this database and its processes are found in AMEG

Standard Operating Procedure SOP 50-504 ASAP Routine Processes. The ERC will conduct a 12-month review of the ASAP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety related events of a similar nature. That review will include recommendations for corrective action for recurring events indicative of adverse safety trends.

b. This review is in addition to any other reviews conducted by the FAA. If an application for renewal of the continuing program is anticipated, the ERC will prepare and submit a report with the certificate holder's application to the FAA 60 days in advance of the termination date of the existing continuing program.

10. ERC PROCESS.

a. The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ASAP manager. The ERC will determine the time and place of the meeting. The ERC will meet at least once a month, and the frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time-critical information. Members may attend the meeting electronically (teleconference, video conference).

b. The ERC will make its decisions involving ASAP issues based on consensus. Under the AMEG ASAP, consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be empowered to make decisions within the context of the ERC discussions on a given report. The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action or any enforcement action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended corrective action to address a safety problem such as an operating deficiency or airworthiness discrepancy reported under ASAP. The corrective action process would include working the safety issue(s) with the appropriate departments at the air carrier and the FAA that have the expertise and responsibility for the safety area of concern. Recognizing that the FAA holds statutory authority to enforce the necessary rules and regulations, it is understood that the FAA retains all legal rights and responsibilities contained in Title 49, United States Code, and FAA Order 2150.38. In the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s), a qualification issue, or medical certification or medical qualification issue, the FAA ERC representative will decide how the report should be handled. The FAA will not use the content of the ASAP report in any subsequent enforcement action, except as described in paragraph 11.a.(3) of this MOU.

c. It is anticipated that three types of reports will be submitted to the ERC: safety-related reports that appear to involve a possible noncompliance with 14 CFR, reports that are of a general safety concern, but do not appear to involve possible noncompliance with 14 CFR, and any other reports. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

d. The ERC will forward non-safety reports to the appropriate FIS department head for his/her information and, if possible, internal (AMEG) resolution. For reports related to flight safety, including reports involving possible noncompliance with 14 CFR, the ERC will analyze the report, conduct interviews of reporting employees, and gather additional information concerning the matter described in the report, as necessary.

e. The ERC should also make recommendations to AMEG for corrective action for systemic issues. For example, such corrective action might include changes to FIS flight operations procedures, AMEG aircraft maintenance procedures, or modifications to the training curriculum for maintenance personnel. Any recommended changes that affect FIS will be forwarded through the ASAP manager to the appropriate department head for consideration and comment, and, if appropriate, implementation. The FAA will work with FIS to develop appropriate corrective action for systemic issues. The ASAP manager will track the implementation of the recommended corrective action and report on associated progress as part of the regular ERC meetings. Any recommended corrective action that is not implemented should be recorded along with the reason it was not implemented.

f. RESERVED

g. Any corrective action recommended by the ERC for a report accepted under ASAP must be completed to the satisfaction of all members of the ERC, or the ASAP report will be excluded from the program, and the event will be referred to the FAA for further action, as appropriate.

h. Use of the AMEG ASAP Report: Neither the written ASAP report nor the content of the written ASAP report will be used to initiate or support any Agency disciplinary action, or as evidence for any purpose in an FAA enforcement action, except as provided in paragraph 11.a.(3) of this MOU. The FAA may conduct an independent investigation of an event disclosed in a report.

11. FAA ENFORCEMENT

a. Criteria for Acceptance. The following criteria must be met in order for a report to be covered under ASAP:

(1) The employee must submit the report in accordance with the time limits specified under paragraph 6 of this MOU.

(2) Any possible noncompliance with 14 CFR disclosed in the report must be inadvertent and must not appear to involve an intentional disregard for safety; and,

(3) The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the ERC for a determination of acceptability under ASAP. Such referred back reports will be accepted under ASAP provided they otherwise meet the acceptance criteria contained herein.

b. Administrative or Informal Action. Notwithstanding the criteria in Chapter 5 of FAA Order 2150.3B, possible noncompliance with 14 CFR disclosed in a non-sole-source ASAP report that is covered under the program and supported by sufficient evidence will be addressed with administrative action (i.e. a FAA Warning Notice or FAA Letter of Correction as appropriate for administrative action) or informal action (i.e. oral or written counseling). Sufficient evidence means evidence gathered by an investigation not caused by, or otherwise predicated on, the individual's safety-related report. There must be sufficient evidence to prove the violation, other than the individual's safety-related report. In order to be considered sufficient evidence under ASAP, the ERC must determine through consensus that the evidence (other than the individual's safety-related report) would likely have resulted in the processing of a FAA enforcement action had the individual's safety-related report not been accepted under ASAP. If

the ERC determines that sufficient evidence supports a violation for an accepted non-sole-source report, in order to close ASAP report with FAA informal action the ERC must employ the Enforcement Decision Tool (EDT)-Individual matrix and associated guidance found in FAA Order 2150.3B, Appendix F, to determine, through ERC consensus under the ASAP process, whether FAA informal action (and corrective action, if appropriate) is warranted. Accepted non-sole-source reports for which there is not sufficient evidence will be closed with a FAA Letter of No Action.

c. Sole-Source Reports. For the purposes of FAA action, a report is considered a sole source report when all evidence of the event available to the FAA is discovered by or otherwise predicated on the report. Apparent violations disclosed in ASAP reports that are covered under the program and are sole-source reports will be addressed with an ERC response (no FAA action required). It is possible to have more than one sole-source report for the same event.

d. Reports Involving Qualification Issues. AMEG ASAP reports covered under the program that demonstrate a lack, or raise a question of a lack, of qualification of a certificate holder employee will be addressed with corrective action, if such action is appropriate and recommended by the ERC. If an employee fails to complete the corrective action in a manner satisfactory to all members of the ERC, then his/her report will be excluded from ASAP. In these cases, the ASAP event will be referred to an appropriate office within the FAA for any additional investigation and reexamination and/or enforcement action, as appropriate.

e. Excluded from ASAP. Reported events involving possible noncompliance with 14 CFR that are excluded from ASAP will be referred by the FAA ERC member to an appropriate office within the FAA for any additional investigation and re-examination and/or enforcement action, as appropriate.

f. Corrective Action. Employees initially covered under an ASAP will be excluded from the program and not entitled to the enforcement-related incentive if they fail to complete the recommended corrective action in a manner satisfactory to all members of the ERC. Failure of an employee to complete the ERC recommended corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.

g. Repeated Instances of Noncompliance with 14 CFR. Reports involving the same or similar possible noncompliance with the Regulations that were previously addressed with administrative or informal action under ASAP will be accepted into the program, provided they otherwise satisfy the acceptance criteria in paragraph 6 above. The ERC will consider on a case-by-case basis the corrective action that is appropriate for such reports.

h. Closed Cases. A closed ASAP case including a related enforcement investigative report involving a violation addressed with the enforcement-related incentive, or for which no action has been taken, may be reopened and appropriate enforcement action taken if evidence later is discovered that establishes that the violation should have been excluded from the program.

12. EMPLOYEE FEEDBACK. The ASAP manager will publish a synopsis of the reports received from maintenance personnel in the ASAP section of the AMEG ASAP Newsletter publication quarterly. The synopsis will include enough information so that reporting employee can identify their reports. Employee names, however, will not be included in the synopsis. The outcome of each report will be published. Any employee who submitted a report may also contact the ASAP manager to inquire about the status of his/her report. In addition, each employee who submits a report accepted under ASAP will receive individual feedback on the final disposition of the report.

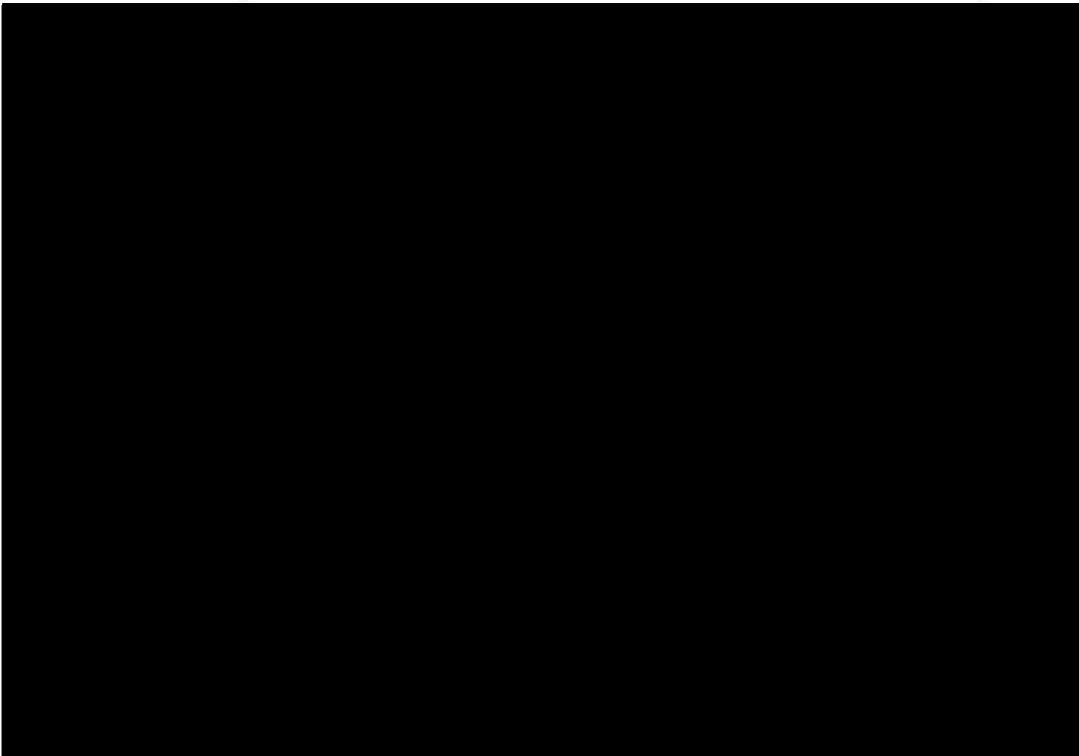
13. INFORMATION AND TRAINING. The details of the ASAP will be made available to all maintenance personnel and their supervisors by publication in the FIS AMEG General Maintenance Manual (GMM). All AMEG maintenance personnel and managers will receive written guidance outlining the details of the program at least two (2) weeks before the program begins. Maintenance personnel will also receive additional instruction concerning the program during the next regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire maintenance personnel will receive training on the program during initial training.

14. REVISION CONTROL. Revisions to this MOU shall be documented using standard revision control methodology.

15. RECORDKEEPING. All documents and records regarding this program will be kept by the AMEG ASAP manager and made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with 14 CFR and all applicable laws. LIUNA, PASS and the FAA will maintain whatever records they deem necessary to meet their needs. Details of these records and the processes used to manage them are found in AMEG Standard Operating Procedure: SOP 50-504 ASAP Routine Processes.

16. SIGNATORIES. All parties to this ASAP are entering into this agreement voluntarily.

This MOU shall be effective upon completion of agency head review or thirty (30) days after it has been signed by the Parties, whichever occurs first. This MOU remains in effect for the term of the Parties collective bargaining agreement in effect as of the signing of this MOU, unless either party cancels this MOU with 30 days advance written notice. If such 30 days advance written notice is given, this MOU will then become null and void, and the Program will cease.



APPENDIX III - #4 Flight Operational Quality Assurance (6/18/2013)

MEMORANDUM OF UNDERSTANDING
BETWEEN
FEDERAL AVIATION ADMINISTRATION (FAA) FLIGHT INSPECTION SERVICES (FIS)
AND
PROFESSIONAL AVIATION SAFETY SPECIALISTS (PASS)
FOR
FLIGHT OPERATIONAL QUALITY ASSURANCE (FOQA) PROGRAM

This Memorandum of Understanding (MOU) is made and entered into by and between the Office of Flight Inspection Services (FIS), Federal Aviation Administration, hereinafter referred to as the Employer, and the Professional Aviation Safety Specialists (PASS), hereinafter referred to as the Union, concerning the implementation of a FOQA Program. Hereinafter the Employer and the Union are referred to as the Parties.

The Parties recognize that the FOQA Program, hereinafter referred to as the Program, is voluntary and the purpose of the design, implementation, and operation of the Program is to enhance flight operations safety through analysis of recorded flight data information.

Therefore, the Parties mutually agree it is appropriate to initiate a FOQA Program as follows:

A. DEFINITIONS: The definitions cited in 14 CFR Parts 13.401 and 193 apply; and,

1. De-Identified Data: Any collected FOQA data or combination of data sanitized of any data associated with individual employees.
2. FOQA Program Information: Any and all FOQA data and any product of the analysis or compilation of such data.
3. Gatekeeper: One or more Union-appointed members of the Monitoring Team.
4. Identified Data: Any collected FOQA data or combination of data prior to removal of any data associated with individual employees.
5. Identifying Data: Any FOQA data or combination of data that allows collected data to be associated with individual employees.
6. Operational Event: An event in which an aircraft is operated, as determined by FOQA data, outside of mutually agreed upon tolerances.

B. FOQA PROGRAM

1. The program shall ensure the confidentiality and anonymity of employees. No person, other than a Union Gatekeeper, is authorized or will be compelled to identify any employee associated with data except where required by rule, law, order, or regulation.
2. A FOQA Steering Committee, chaired by the Employer's FOQA Program Manager, must be established to provide Program oversight and policy guidance. The Union's National FIS Representative or designee must participate on the Steering Committee.
3. The Program will be modeled after the FAA's FOQA Implementation and Operations Plan, except where mutually agreed upon to meet operational requirements.
4. No changes to design, implementation, and operation of the Program shall take place prior to a mutually agreed upon implementation date. All changes, if any, are covered by Terms of Agreement as outlined in this MOU.
5. The Employer must notify the Union, in writing, prior to the implementation of this MOU, of any equipment, equipment type, devices, systems, or sub-subsystems already installed in aircraft whose purpose is in whole or in part used for the purpose of this

- Program. The notification must include not only identification of the equipment, but will also include aircraft registration number and aircraft type.
6. The Employer must notify the Union in writing not less than thirty (30) days prior to the installation of any equipment, equipment type, devices, systems, or subsystems which are capable of monitoring employee performance for purposes of the Program.
 7. The Program is not intended to change existing personnel policies, practices, and matters affecting working conditions not expressly contained in this MOU, applicable FAA directives, regulations, and the Parties' collective bargaining agreement (CBA). The Parties to this agreement, including affected Employees, retain all rights, responsibilities, and obligations contained in the Parties' CBA.
 8. All changes to local or divisional personnel policies, practices, and matters affecting working conditions resulting from implementation of the Program that are not expressly covered by an existing agreement, are subject to Article 70 of the Parties' CBA. A copy of all documentation sent to the Union's divisional representatives as part of the Article 70 notification must also be presented to the PASS National FIS Representative. All bargaining must be completed prior to implementation.
 9. Willful violation of this MOU constitutes reasonable and sufficient grounds for termination of the Program.
 10. In the event of termination of the Program or cancellation of this MOU, except where otherwise required by law, rule, or regulation for criminal or deliberate acts, all Identifying and Identified Data will be destroyed.

C. FOQA MONITORING TEAM

1. The FOQA Monitoring Team will be composed of an equal number of Employer-appointed employees and Union-appointed Gatekeeper(s)/representatives. The PASS National FIS Representative shall appoint Union Team members. All designations will be in writing and kept current. The Employer will post the names and contact information in appropriate safety forums.
2. The Team is charged with day-to-day oversight of Program operations; reviewing and analyzing flight and event data, making recommendations, and monitoring corrective actions. The administrative chair of the Team will be a designee of the Employer.
3. If there is a violation of Program requirements set forth in this MOU, either the Employer or Union's members of the Team have the option of suspending the Program pending review by the Parties. This option requires unanimous vote by the Team membership group exercising this suspension option; i.e., the Employer's or Union's members.
4. The Union Gatekeeper(s) are the sole individual(s) empowered to identify or contact employees involved in Operational Events for interviews. No employee/agent of either party will be allowed access to any Program identified data other than Gatekeeper(s). Gatekeeper(s) are not required to disclose employee communications that occur in the performance of duties.
5. Employees will not be compelled to talk to Gatekeeper(s) but are encouraged to do so in the interest of enhancing flight operations safety. The Employer will provide facilities and a confidential means of communication that protects anonymity.
6. Identifying data shall not be entered on any notes, memoranda, or other documents used by the Gatekeeper in any contact with an employee.
7. When circumstances require travel, the Union's Team members are entitled to travel and per diem in accordance with the FAA Travel Policy (FAATP) and the Parties' CBA. This includes Program training, meetings arranged by the Employer to which Team members are invited, FOQA Program meetings, and other program activities to which the Union has been invited by the Program Director.

8. Union Team members must receive time free from all other duties for Team meetings. Employee participation on the Team will not cause an undue overtime obligation on the part of the Employer.
9. Gatekeeper(s) must receive time free from all other duties, to perform the duties associated with the Gatekeeper function. The Employer's FOQA Program Manager, in consultation with the Gatekeeper(s), will determine how much time is required and identify the needed time accordingly.

D. SCOPE

1. Only de-identified data necessary to fulfill the requirements of the Program will be maintained. Either party to this MOU may submit requests for de-identified data to the Monitoring Team. Data will only be for the express purpose of analysis within the scope of this MOU. The Monitoring Team must maintain copies of all data requests, including dispositions.
2. The Union and the Employer will agree to what Operational Events are and will include the values and tolerances that trigger reporting of an Operational Event. Monitoring Team members will continually evaluate the values and tolerances that trigger Operational Events. All changes, additions, and deletions to these events require mutual agreement between Monitoring Team members.
3. The Union or the Employer, as applicable, will be promptly notified of any third-party requests for disclosure of Program Information. Appropriate FAA offices may be afforded access to de-identified Program Information, provided the Monitoring Team gives unanimous prior approval.
4. The Parties agree that disclosure of Program Information inhibits the voluntary provisions of the Program. The Parties also agree that Program Information aids in fulfilling the FAA's safety responsibilities, and protecting such information from disclosure is consistent with responsibilities specified by Title 49 of the U.S. Code, Section 40123. Notwithstanding other provisions of law, neither the Employer nor an FAA office receiving Program Information from the Employer, nor the Union may disclose voluntarily provided Program Information.
5. The Program is not intended to effect any changes to the existing acquisition and use of flight data within FIS.

E. DATA USE AND RETENTION

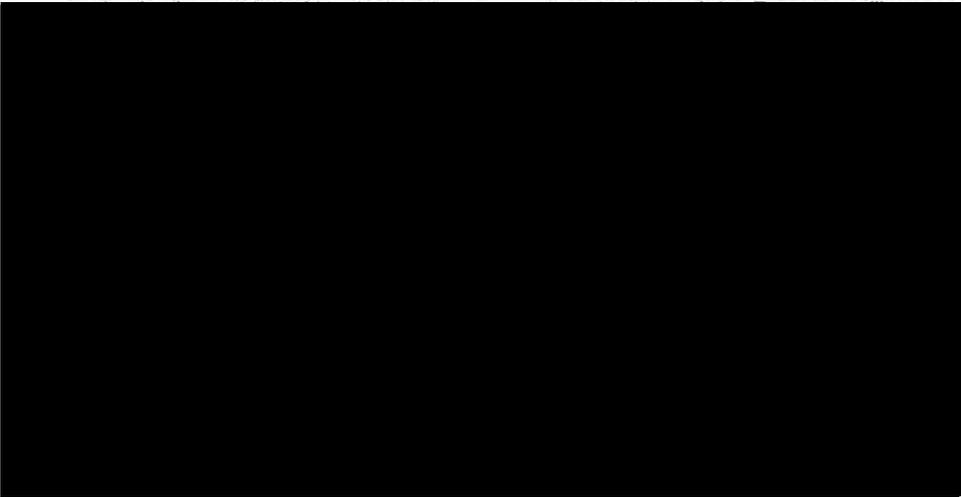
1. The Program will be used expressly for evaluating and improving the following areas in any manner not specifically prohibited herein or in the Parties' CBA:
 - a. Aircraft Performance
 - b. Aircraft Systems Performance
 - c. Aircrew Performance
 - d. Operational Performance
 - e. Operational Procedures
 - f. FIS Program Performance
 - g. Operational Policies
 - h. Training Programs
 - i. Aircraft Design
 - j. ATC System Operation
 - k. Airport Operational Issues
 - l. Meteorological Issues
 - m. Any other area mutually agreed to by the Parties

- n. NAS design and modernization
 - o. Automated analysis through data-mining algorithms (in accordance with the FIS/NASA Agreement SAA2-402726)
2. Except for criminal or deliberate acts, Program Information shall not be used, in whole or in part, for any punitive, derogatory, or disciplinary action against employees, individually or collectively; and,
 - a. Is inadmissible in any grievance proceeding
 - b. Must not be used to initiate any investigation into alleged employee misconductAny violation of this clause by the Employer or an Agent of the Employer will result in the automatic and irrevocable dismissal of proposed action against an employee for those actions under control of the Employer.
 3. The Employer must remove identifying data from identified data not later than thirty (30) days from the date of processing of the data in the FOQA office.

F. TERMS OF AGREEMENT

It is understood that the Union's participation in the Program is not a substitute for receipt of official notice and the opportunity to bargain on changes to terms and conditions of employment resulting from the implementation of the Program.

This MOU shall be effective upon completion of agency head review or thirty (30) days after it has been signed by the Parties, whichever occurs first. This MOU remains in effect for the term of the successor to the Parties collective bargaining agreement, unless either party cancels this MOU with 30 days advance written notice. If such 30 days advance written



**NONREIMBURSABLE INTERAGENCY AGREEMENT
BETWEEN
FEDERAL AVIATION ADMINISTRATION
FLIGHT INSPECTION SERVICES
AND
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AMES RESEARCH CENTER
FOR
FLIGHT OPERATIONAL QUALITY ASSURANCE DATA ANALYSIS**

ARTICLE 1. AUTHORITY AND PARTIES

This Interagency Agreement (“Agreement”) is entered by the National Aeronautics and Space Administration, Ames Research Center, located at Moffett Field, CA 94035 (hereinafter referred to as “NASA ARC,” “ARC,” or “NASA”) and the Federal Aviation Administration, Flight Inspection Services, located at FAA/AJW-38, 6500 S. MacArthur Blvd., Oklahoma City, OK 73169 (hereinafter referred to as “FAA” or “Partner”). NASA and the FAA are entering into this Agreement under the authority of the National Aeronautics and Space Act (51 U.S.C. § 20113) and the Federal Aviation Act of 1958 (49 U.S.C. § 106(1) and 106(m)), respectively. NASA and FAA may be individually referred to as a “Party” and collectively referred to as the “Parties.”

ARTICLE 2. PURPOSE

The Parties are entering into this Agreement to collaborate on assessing and testing NASA's automated capabilities for extracting operationally significant information from very large, textual and numerical databases; much larger than can be handled practically by human experts. By working together, NASA and FAA will cooperate in adapting automated data-mining algorithms to the data that are routinely recorded during FAA's operations and in evaluating the information extracted from these data as it is used by FAA's safety analysts, thereby helping to assess and validate NASA's automated-analysis tools for safety-risk management. This effort will support the FAA-NASA Memorandum of Understanding concerning “A Partnership to Achieve Goals in Aviation and Space Transportation,” signed on May 15, 2006.

NASA and FAA are interested in the development and demonstration of the following methodologies with which to extract and fuse information from large, diverse data sources to assist aviation safety analysts:

- (a) In discovering expected and unexpected events or trends in performance that could compromise safety;
- (b) In diagnosing and identifying the latent and proximate causal factors of those events to enable data-driven decisions on interventions or mitigations; and

(c) In predicting the probabilities of events or trends in system performance that could compromise the safety of the system.

NASA will benefit from this Agreement by enabling accomplishment of milestones of the data-mining element of the System-Wide Safety and Assurance Technology Project (SSAT) to demonstrate automated extraction and fusion of information from very large, diverse (numerical and textual) data sources. FAA will benefit from its participation in this Agreement by gaining automated capabilities to aid the FAA safety analysts in continuously monitoring and measuring the performance and health of their system and in identifying and interpreting indications of expected or unexpected events or trends that could compromise the safety of its operations.

ARTICLE 3. RESPONSIBILITIES

NASA ARC will use reasonable efforts to:

1. Maintain the confidentiality of all FAA data accessed by NASA and the calculation of all the results.
2. Develop, in collaboration with FAA personnel, data-format requirements and methodologies for:
 - a) automatic categorizing of safety reports according to pre-defined anomalous events;
 - b) identification of the proximate and latent contributing factors in each anomalous event;
 - c) identification of new anomalous events that do not fit the pre-defined events; and
 - d) detection, diagnosis, and prediction of anomalies.
3. Identify, in collaboration with FAA, other relevant data and related technical input.
4. Develop algorithms for analyzing data quality.
5. Assist and collaborate (as needed) to establish secure communication between FAA and ARC to enable NASA installation, modification, and/or repairing of algorithms on the FAA-provided computer.
6. Collaborate with FAA in reviewing and evaluating the information on safety-related events resulting from the data analyses.
7. Train FAA personnel to use the NASA automated tools.
8. Collaborate with FAA in using and evaluating the automated-analysis tools.
9. Prepare jointly-written annual reports.
10. Each authorized NASA ARC user who will access an FAA information system shall sign and adhere to the FAA Rules of Behavior / System Use Policy specified in FAA Order 1370.107.

FAA will use reasonable efforts to:

1. Provide appropriate physical space, connections, and IT requirements for the FAA-provided computer/server to be used for this collaboration.

2. Grant NASA access to the server where de-identified flight-recorded data and safety reports for use in the development and demonstration of automated tools for extracting and fusing information are stored. Also allow NASA access to extract from and port to the FAA-provided server. All data/reports that FAA shares with NASA will be marked as proprietary, trade secret and shall remain on FAA property.
3. Provide domain experts to work with NASA personnel to:
 - a) develop methods for detecting, diagnosing, and predicting operationally significant anomalous events;
 - b) be trained to use the automated tools installed by NASA; and
 - c) assist in using and evaluating the tools for safety analyses, effectiveness, and improvements.
4. Grant NASA access to other data and related technical input to assist in the development of new tools.
5. Grant NASA access to a VPN communication line on FAA premises.
6. Prepare a jointly-written annual report reviewing and commenting on the methodologies developed and tested.

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" clause are as follows:

Year 1:	(ED = Execution Date of the Agreement)
1. NASA personnel meet with FAA to discuss the data sets and use case. FAA provides computer/server specifications to NASA.	ED + 2 months
2. NASA provides FAA with guidance to install NASA open source software on the FAA-provided computer/server at the FAA.	ED + 4 months
3. FAA grants NASA access to small sets of representative numerical (FOQA) data. The Parties jointly test data-mining algorithms on these small sets of FAA's data.	ED + 8 months
4. FAA and NASA jointly agree on modifications to the current tools or on the new developments that are needed to make the automated-analysis tools more useful. FAA and NASA jointly agree on the data-mining tools that will be used initially on full-scale data sets of numerical/text data to which the FAA has granted access.	ED + 10 months
5. FAA and NASA jointly prepare a written report on the first year's activities, conclusions, and recommendations on the use of automated analysis tools on full-scale data sets. The Project Officers determine whether a version should be	ED + 12 months

prepared for peer-reviewed publication and agree on the best venue in which to submit such a report.

Year 2:

1. FAA grants NASA access to full-scale data sets of FOQA data from FAA's locally installed computer. ED + 13 months
2. NASA, with participation by FAA's trained personnel, discovers and identifies anomalous events, incidents, or trends in large sets of FAA's FOQA data using the automated-analysis tools installed on the FAA-provided computer at FAA. ED + 16 months
3. NASA personnel and FAA's operational experts jointly evaluate the identified anomalies for operational significance and relate them to the exceedances that FAA had already found in that same data set. ED + 18 months
4. NASA, with participation by FAA's personnel who have been trained in the use of the algorithms and in collaboration with FAA's operational-domain experts, evaluate the plausibility of the automated classifications. ED + 20 months
5. FAA and NASA jointly prepare a written report on the second year's activities, conclusions, and recommendations on the selection of the automated analysis tools to be considered for routine use by the FAA. The Project Officers determine whether a version should be prepared for peer-reviewed publication and agree on the best venue in which to submit such a report. ED + 24 months

Year 3:

1. NASA and FAA's safety analysts collaborate and determine the appropriate data mining algorithms for identifying precursors to safety and maintenance issues based on the results gathered in Years 1 and 2 using data from the FOQA data sources. ED + 30 months
2. NASA assists FAA in implementing and evaluating the automated analysis tools for FOQA. ED + 34 months
3. FAA and NASA jointly prepare a written report on the third year's activities, conclusions, and recommendations on the routine use of automated-analysis tools in typical operation settings, with FAA as one concrete example. The Project Officers determine whether a version should be prepared for peer-reviewed publication and agree on the ED + 36 months

best venue in which to submit such a report.

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this IAA is estimated based upon the Parties' current understanding of the projected availability of its respective goods, services, facilities, or equipment. In the event that either Party's projected availability changes, NASA or FAA, respectively, shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's and FAA use of its own goods, services, facilities, or equipment shall have priority over the use planned in this IAA.

ARTICLE 7. LIABILITY AND RISK OF LOSS

Each Party agrees to assume liability for its own risks arising from or related to activities conducted under this IAA.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS - HANDLING OF DATA

1. In the performance of this Agreement, NASA or FAA (as "Disclosing Party") may provide the other Party (as "Receiving Party") with:
 - (a) data of third parties that the Disclosing Party has agreed to handle under protective arrangements or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) ("Third Party Proprietary Data"), or
 - (b) Government data, including software, the use and dissemination of which, the Disclosing Party intends to control ("Controlled Government Data").
2. All Third Party Proprietary Data and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this clause.
3. Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data.

None.

(a) NASA new and open source software will be provided to Partner under a separate Software Usage Agreement (SUA). FAA shall use and protect the related data in accordance with this clause:

The following is released under the terms and conditions of the NASA Open Source Agreement (NOSA) Version 1.1 or later.

- ARC-16452-1, Multivariate Time Series Search Capability to Identify Complex Patterns in Large Datasets (MTS)
- ARC-16053-1, Anomaly Detection In Large Sets Of High-Dimensional Symbol Sequences (sequenceMiner)
- ARC-16462-1, Multiple Kernel Anomaly Detection (MKAD) Algorithm

4. For Data with a restrictive notice and Data identified in this Agreement or an accompanying funding document, Receiving Party shall:
- (a) Use, disclose, or reproduce the Data only as necessary under this Agreement;
 - (b) Safeguard the Data from unauthorized use and disclosure;
 - (c) Allow access to the Data only to its employees and any Related Entity requiring access under this Agreement;
 - (d) Except as otherwise indicated in (4)(c), preclude disclosure outside Receiving Party's organization;
 - (e) Notify its employees with access about their obligations under this clause and ensure their compliance, and notify any Related Entity with access about their obligations under this clause; and
 - (f) Dispose of the Data as Disclosing Party directs.
5. If the Parties exchange Data having a notice deemed ambiguous or unauthorized by the receiving Party, it should tell the providing Party. If the notice indicates a restriction, the receiving Party must protect the Data under this clause unless otherwise directed in writing by the providing Party.
6. Notwithstanding any restrictions provided in this clause, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that is:
- (a) known or available from other sources without restriction;
 - (b) known, possessed, or developed independently, and without reference to the Proprietary Data;
 - (c) made available by the owners to others without restriction; or
 - (d) required by law or court order to be disclosed.
- If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

Unless otherwise agreed upon by NASA and FAA, custody and administration of inventions made (conceived or first actually reduced to practice) under this Agreement will remain with the respective inventing Party. In the event an invention is made jointly by employees of the Parties (including by employees of an Party's contractors or

subcontractors for which the U.S. Government has ownership), the Parties will consult and agree as to future actions toward establishment of patent protection for the invention.

ARTICLE 10. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or FAA may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired. Insofar as participation of the other Party in this Agreement is included in a public release, NASA and FAA will seek to consult with each other prior to any such release, consistent with the Parties' respective policies.

ARTICLE 11. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of the Parties hereto, or three (3) years from the effective date, whichever comes first.

ARTICLE 12. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

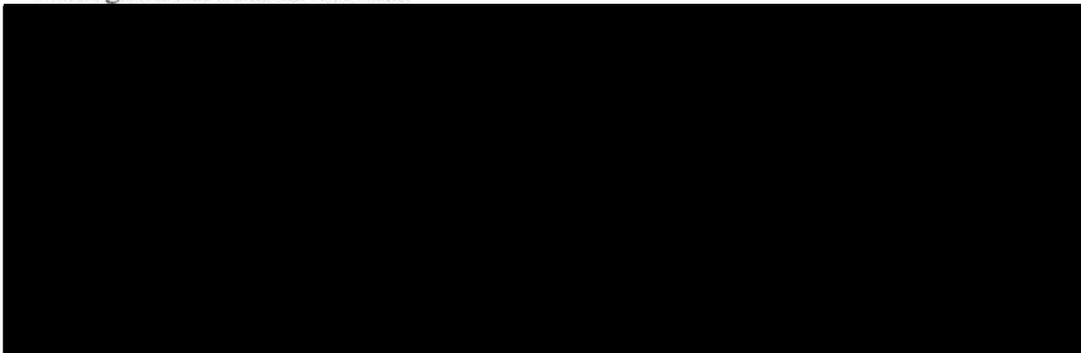
ARTICLE 13. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss," "Intellectual Property Rights," and related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 14. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact



ARTICLE 15. DISPUTE RESOLUTION

All disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and FAA will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution after the Parties have separately documented in writing clear reasons for the dispute. As applicable, disputes will be resolved pursuant to the provision of the "Intragovernmental Business Rules" delineated in the Treasury's Financial Manual, Vol. 1., Bulletin 2011-04, Section VII (Resolving Intragovernmental Disputes and Major Differences) (November 8, 2010).

ARTICLE 16. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the FAA.

ARTICLE 17. APPLICABLE LAW

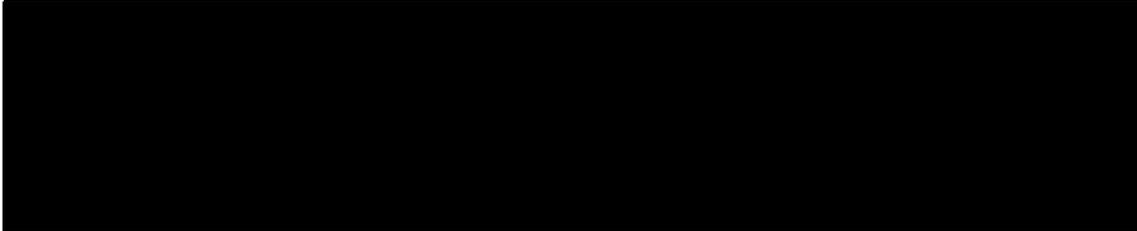
U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 18. SIGNATORY AUTHORITY

Approved and Authorized on Behalf of Each Party by:

**NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
AMES RESEARCH CENTER**

**FEDERAL AVIATION
ADMINISTRATION
FLIGHT INSPECTION SERVICES**



DATE: 11/13/12

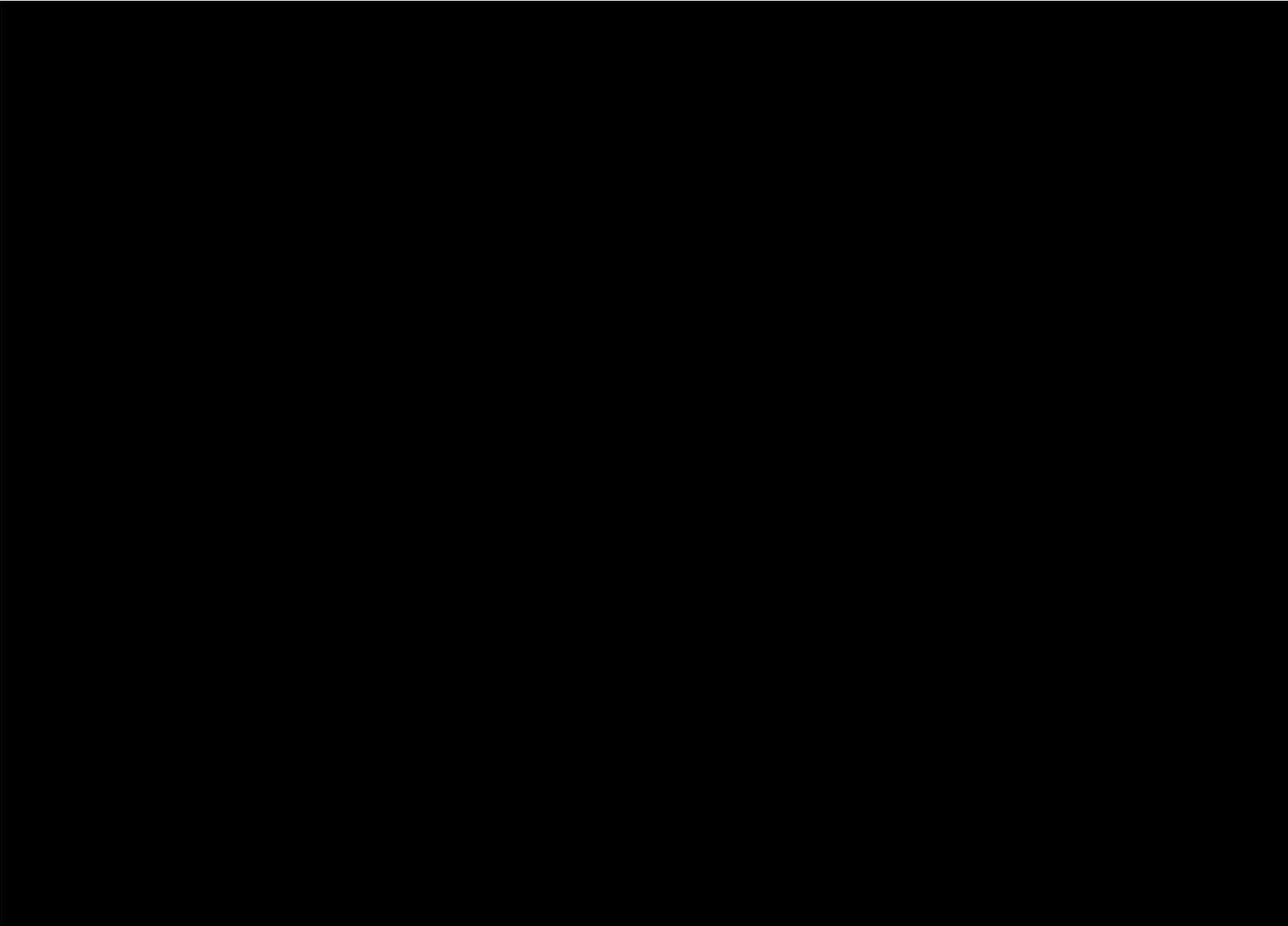
DATE: 11/19/12

Memorandum of Agreement
Between the
Federal Aviation Administration (FAA)
and the
Professional Aviation Safety Specialists (PASS)
regarding
TAMR Phase 3 Segment 2 (STARS ELITE and STARS LITE)

This Memorandum of Agreement (MOA) is made and entered into by and between the Professional Aviation Safety Specialists (PASS) and the Federal Aviation Administration (FAA) concerning the Agency's TAMR P3S2 transition to Standard Terminal Automation Replacement System (STARS) STARS ELITE and STARS LITE.

1. The Agency will provide the Union, (PASS) at a National level with updates to the schedule if changes occur.
2. All Service Area, District and Local changes to personnel policies, practices and matters affecting working conditions resulting from implementation of STARS ELITE/LITE that are not expressly covered by an existing agreement, shall be subject to local bargaining. This also pertains to STARS installations at DOD sites where ATSS employees maintain the system.
3. The Agency agrees to provide PASS at the National Level, a copy of the Implementation Strategy Planning Document (ISPD) as required by Acquisition Management System (AMS).
4. If the Agency performs safety related inspections, PASS will be notified in accordance with the CBA, Article 54.
5. Two maintenance laptops will be provided to each site for performing maintenance on the STARS ELITE.
6. The local PASS representatives will be provided access to FAA Maintenance Handbook, Technical Instruction Books, orders and associated commercial publications upon request. Manuals are electronic, and electronic versions are included in the site specific materials for each site.

7. Facility Reference Data (FRD) will be complete and updated for all systems prior to IOC.
8. Maintenance procedures will be conducted and documented IAW Order 6010.7A Joint Acceptance Inspection (JAI). PASS may designate a participant for the system validation.
9. This agreement shall be effective upon completion of agency head review after it has been signed by the Parties, and shall run concurrent with the 2012 Agreement between PASS Tech Ops and the Federal Aviation Administration



Memorandum of Agreement (MOA)
between
Professional Aviation Safety Specialists (AFL-CIO)
and the
Federal Aviation Administration – Air Traffic Organization

Article 13 PASS Representative and Subject Matter Expert (SME)

Under the current “Agreement between the Professional Aviation Safety Specialists (PASS) AFL-CIO and the Federal Aviation Administration, U.S. Department of Transportation, (December 16, 2012), Article 13 – NAS Modernization/Technological Changes:

“... 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.”

In response, the Air Traffic Organization (ATO) and PASS have developed a process to facilitate the request of a PASS representative IAW Article 13 and the notification of the Agency’s intent to assign PASS bargaining unit employees (BUE) to workgroups.

The purpose of this agreement is to establish a structured and collaborative process for the inclusion of stakeholders in NextGen, Air Traffic Modernization Projects and other workgroups that impact BUEs. This process will be followed when either the Agency and/or PASS become aware of an activity that meets any of the requirements stated above.

Request Process

1. Define Support Requirements

The requesting organization identifies Agency’s intent to establish a workgroup which may affect BUEs.

- Identifies workgroup scope and representative requirements
- Identifies technical requirement for SME(s)
- Completes Request Form with pertinent information to include task description; time commitment for representatives (i.e. full time, part time, one time), specific date and location of event(s) to include program/project start and end date; number of SMEs needed; specific expertise and/or background required

NOTE: All required information must be provided by the requesting organization before the Request Form can be submitted for disposition

If notification is received from PASS concerning interest to participate in an Agency workgroup, ATO Technical Labor will contact the responsible organization to verify workgroup. If workgroup verified, the appropriate organization will begin the process to define support requirements on the request form.

ATO Labor will advise PASS of either the existence or non-existence of the workgroup and schedule an informational briefing, if requested. The informational briefing will be completed within ten (10) working days of the request. PASS will then receive a completed request form within ten (10) days of receiving a briefing. Absent a briefing or post workgroup verification, Agency will provide PASS a completed request form within ten (10) business days.

If ATO Labor is unsuccessful in acquiring the completed request form from the respective organization within the prescribed timeframe, the issue will be elevated to the Director, ATO Labor and Employee Development. If PASS is not provided the completed request form within five (5) business days of elevation, PASS will solicit for volunteers independent of the request form process.

2. Disposition of Requests

The requesting organization provides completed request form to ATO Technical Labor for review. ATO Technical Labor notifies PASS of the Agency's intent to form a workgroup and/or to assign SME BUEs to a workgroup.

A completed request form will be forwarded to PASS for solicitation. The notification will include the deadline for Article 13 selection(s) and SME submissions.

3. Article 13 Representative(s) Selection(s) and SME recommendations

(a) Article 13 Representative(s)

PASS will determine if it will solicit for volunteers to support the Agency request. If PASS decides not participate, it will notify ATO Technical Labor. PASS reserves the right to participate at a later date and will notify ATO Technical Labor accordingly.

If PASS determines it will solicit for volunteers, PASS will issue a call for volunteers and receives responses

- Volunteer list is developed, reviewed and Article 13 representative(s) selected
- Selection(s) forwarded to ATO Technical Labor for coordination

NOTE: PASS may submit additional representatives with notice and justification to ATO Technical Labor if more than one (1) Article 13 PASS representative is requested based on the

complexity of the workgroup (i.e. impact to both Terminal and En Route operations). ATO Technical Labor will coordinate and validate request with PASS before coordinating with the Program Office on the additional representative.

ATO Technical Labor coordinates the release of the Article 13 representative selection(s) with the respective Service Unit(s).

ATO Technical Labor notifies PASS coordinator and requesting organization of the approved selection(s) and release(s) of the Article 13 representative(s). Email notification will also include the Article 13 representative(s) and his/her supervisor(s).

Within five (5) business days, the requesting organization will send an introductory email to the Article 13 representative(s) welcoming them to the program and to schedule an initial briefing. Email notification will include ATO Technical Labor, PASS coordinator, Article 13 representative(s) and his/her supervisor(s).

In the event that an individual(s) cannot be released, ATO Technical Labor will provide the rationale to PASS and afford PASS the opportunity to select a replacement(s).

NOTE: Article 13 representative(s) is not required to meet technical or geographical requirements of a SME.

(b) BUE SME(s) Recommendations

PASS will determine if it will solicit for volunteers to support the Agency request for BUE SME recommendations. If PASS determines it will solicit for volunteers, PASS will issue a call for volunteers and receive responses. A list of SME recommendations will be submitted to ATO Technical Labor for consideration.

ATO Technical Labor coordinates with the requesting organization and Service Units, as applicable, on the solicitation of Agency BUE SME(s), coordinates with Agency management at the appropriate level for the final selection of Agency SMEs, and will notify PASS of the final selection(s).

ATO Technical Labor coordinates the release of the SME(s) with the respective Service Unit and notifies the requesting organization of SME selection(s) and release. Email notification will also include the SME(s) and his/her supervisor(s).

Within five (5) business days, the requesting organization will send an introductory email to the SME(s) welcoming them to the program and to set up an initial briefing. Email notification will include ATO Technical Labor, SME(s) and his/her supervisor(s).

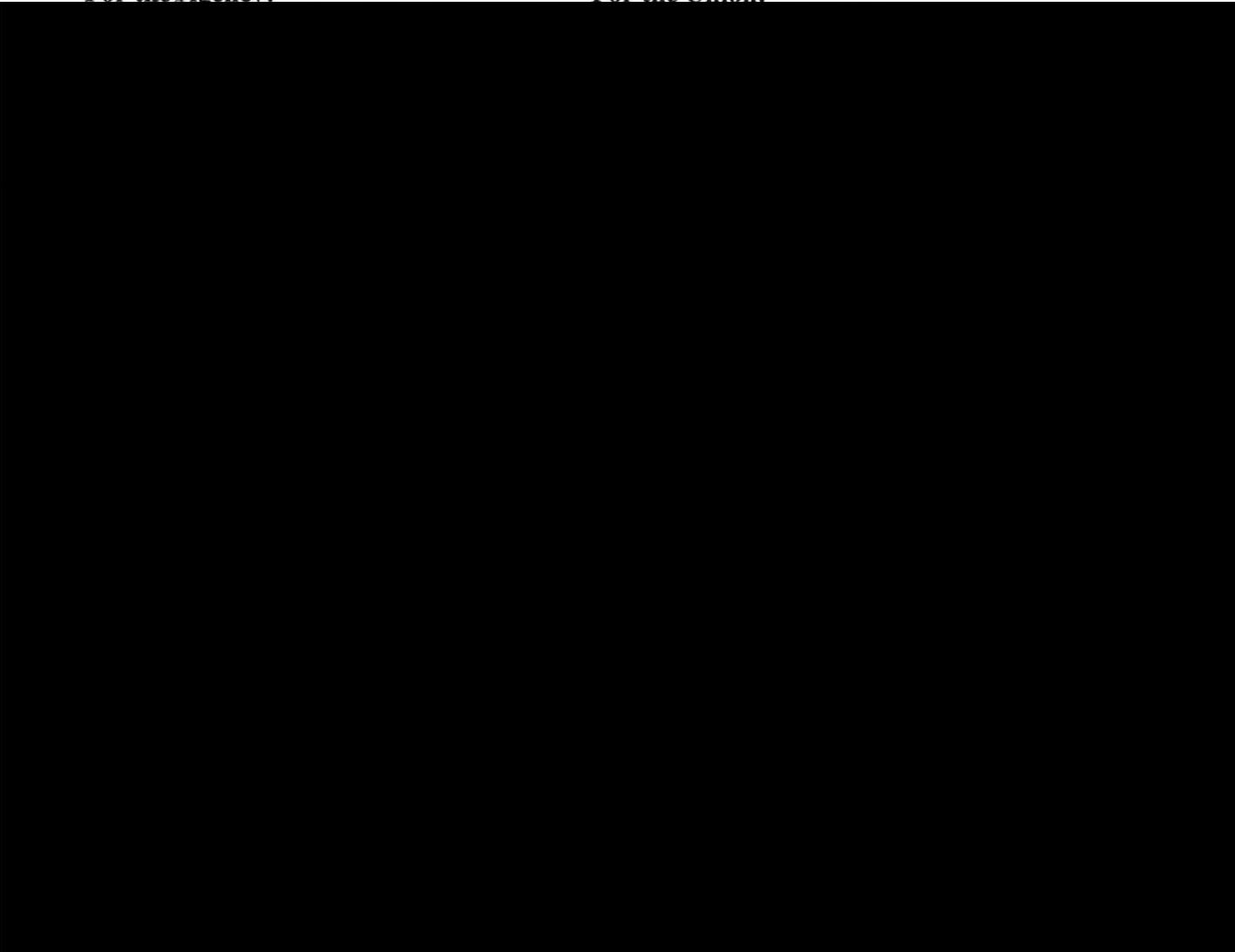
NOTE: SMEs are required to meet both the technical and geographical requirements identified by the requesting organization.

ATO Technical Labor and PASS will establish quarterly meetings to discuss and review participation on existing and proposed workgroups. ATO Technical Labor will provide PASS an updated report on all program status (i.e. on-going, delayed, and completed) at least two weeks prior to the meeting. In addition, this process will be reviewed on a yearly basis to identify process improvements.

This agreement will be effective upon Agency Head review or thirty (30) days after the Parties sign this MOA, whichever is less. This agreement will expire upon the expiration of the current collective bargaining agreement.

For the Agency:

For the Union:



Article 13 Representative and/or Subject Matter Expert (SME) Request Form

Article 13 <i>Check Box</i>	
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SME Request <i>Check Box</i>	
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Program Name: (Specific name used to identify activity, project, program and/or workgroup)

Requirements: (Identify scope, program/project start and end dates, time commitment for participants—full/part-time/one-time/as needed to include estimated number of hours, specific type of support your program needs – onsite/remote/telecons/document review)

Full Time _____ **Part Time** _____ **One Time** _____ **As Needed** _____

Estimated Number of Hours _____

Background and Experience: (What knowledge, experience, technical and/or geographical requirements do you require from participant)

Additional information: (Any information the participant should be aware of)

Travel Expectations: (Schedule, location, funding responsibility & what is being funded)

Number of Individuals Required:

Article 13				
Session	# Needed	Travel-in Dates	TDY – Dates/Location	Travel-out Dates
SME(s)				
Session	# Needed	Travel-in Dates	TDY – Dates/Location	Travel-out Dates

Backfill Overtime (BFOT): *(Availability and/or funding source - if applicable)*

Confidentiality: *(Required restrictions, security level, non-disclosure requirements)*

Program Point of Contact: *(Person assigned to oversee and coordinate with participants; include cell phone, office phone and email address)*

Travel Point of Contact: *(Person assigned to coordinate all travel with participants; include cell phone, office phone and email address)*

Memorandum of Agreement
Between
Professional Aviation Safety Specialists (AFL-CIO)
and the
Federal Aviation Administration

Re: Regional Prospectus Projects Workgroup

ISSUE: Provide a collaborative multi-bargaining unit approach to developing, configuring and allocating space for bargaining unit employees domiciled in the new regional office buildings in Seattle, Ft. Worth and Los Angeles.

DESCRIPTION OF ISSUE: The Professional Aviation Safety Specialists, AFL-CIO (PASS or Union) and the Federal Aviation Administration (FAA or Agency), hereinafter referred to collectively as the Parties, recognize that having a consistent collaborative approach to information sharing, consensus building and formulation of agreements will allow the overall process to move forward more effectively and efficiently while addressing the interests of all concerned. The Agency shall establish one Workgroup for each new regional prospectus project located in Seattle, Ft. Worth and Los Angeles. Each Workgroup will address issues within the Scope defined within this Agreement. The Parties may, by mutual written agreement, amend the Scope to include additional items the Workgroup may address.

PROCESS:

1. Each Workgroup shall have up to one PASS representative for each PASS bargaining unit with a presence at the new facility. Additionally, PASS may designate either a Regional or National PASS Safety Representative to participate in Workgroup meetings. The participation of the PASS Safety Representative will be coordinated through the Management Team Lead. The PASS Safety Representative will not participate in the Workgroup decision making process. The names of all PASS workgroup representatives and workgroup team leads will be provided to the Agency in writing by the Union's National President.
2. The Workgroup may establish sub-groups to address specific issues as identified by the Workgroup. The composition and scope of responsibility for each sub-group will be determined by the Workgroup.
3. Each Party will identify one team lead for each Workgroup and one team lead for each sub-group.
4. The Workgroup and any established sub-groups shall make every effort to reach agreements through consensus. For the purpose of this document, consensus is defined as the voluntary agreement of all representatives of the Workgroup for a particular outcome.
 - a. It is expected that each individual Party will empower their respective representatives to reach agreement on matters within the Scope. Such authority will be communicated in writing by both Parties.

- b. If a sub-group(s) is unable to reach an agreement by consensus on any portion of the project, that matter will be elevated to the Workgroup for resolution by consensus. Sub-group team leads are responsible for providing a joint briefing to the Workgroup on all outstanding issues.
 - c. If the Workgroup members are unable to reach an agreement on any portion of the project, that matter will be elevated to the Parties at the National level for a collaborative resolution. Workgroup team leads are responsible for providing a joint briefing to the Parties at the National Level on all outstanding issues.
 - d. If the Parties at the National level are unable to reach agreement through consensus, the matter will be addressed traditionally in accordance with Article 70 of the applicable PASS/FAA Collective Bargaining Agreement (CBA).
5. The PASS representatives on the Workgroup and sub-groups shall be invited to participate in briefings and meetings affecting the regional office specific to their group. Meetings will be facilitated with meeting agendas and minutes recorded in writing and available to all members of the respective Workgroup or sub-group. The Agency shall be responsible for notifying the PASS representatives of any such activities. The Agency shall provide funding for any local travel for Workgroup and/or subgroup activities. The Agency, on a case-by-case basis, may authorize travel and per diem funding for other than local travel related to Workgroup and/or sub-group activities
 6. PASS representatives on the Workgroup and sub-groups will be on official time if otherwise in a duty status for all required Workgroup and sub-group activities. Additionally, they shall be afforded a reasonable amount of official time to communicate with PASS regarding the status of any Workgroup initiatives.
 7. Union designated Workgroup and sub-group members will be provided timely access to the same information as any other Workgroup member.
 8. The team leads will be responsible for ensuring that all agreements reached by consensus are reduced to writing and are signed. Once signed, the agreements are binding.
 9. Nothing in this MOA shall be construed as a waiver of any Union or Agency right.

SCOPE:

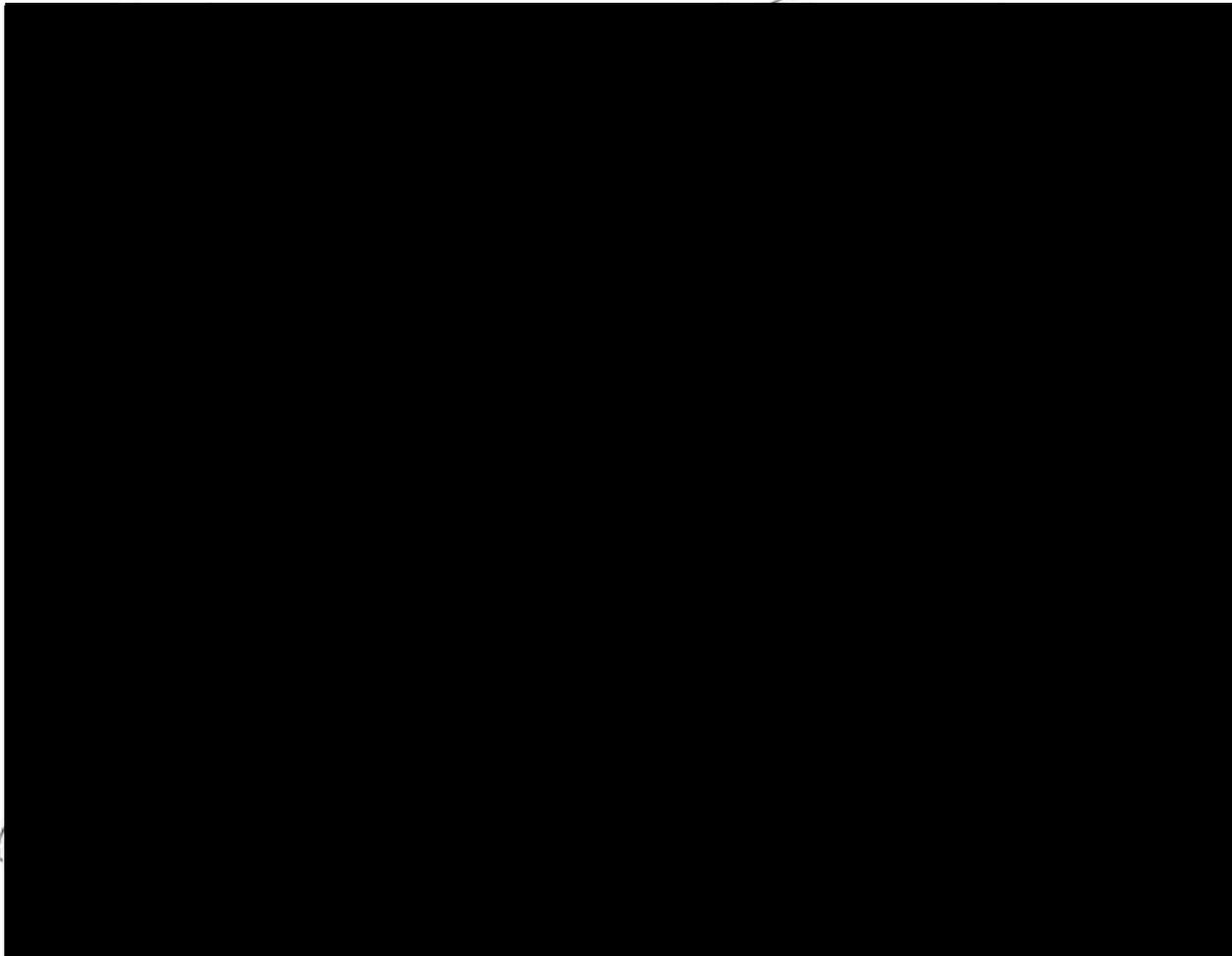
The Workgroup shall review GSA/Agency plans for regional office prospectus projects. Within approved budgets, the Workgroup will be responsible for determining requirements, consistent with the authority of the FAA, for common areas including but not limited to: internal finishes, furnishings, furniture, break rooms, cafeteria, conference rooms and fitness centers. The Workgroup shall delegate determination of cubicle sizes and location appropriate for the work assignments contemplated to the LOB sub-groups. The Workgroup shall determine other space usage in accordance with existing GSA rules, government-wide regulations, and contractual obligations. Issues that arise that indicate non-compliance with OSHA regulatory requirements will be promptly documented in writing and addressed as required by OSHA regulations, Agency policy, and the Parties' Collective Bargaining Agreements. The Workgroup will develop the process by which the palettes for furniture, furnishings, and internal finishes shall be selected from the choices provided by the building owner or from the available furniture procurement

options. The Workgroup shall contact, as necessary, subject matter experts (SME) to assist in making decisions (e.g. telcon, IT, finance, OSH professionals). The Workgroup may delegate any of the aforementioned tasks to a sub-group.

TERM

This MOA shall be effective retroactive to December 16, 2012, and will terminate upon the completion of the regional office projects referenced above or upon the expiration of the Parties' ATO and AVS collective bargaining agreements. As such, any agreements reached between December 16, 2012, and the date of this MOA shall be effective as if this MOA had been in place on December 16, 2012.

In six (6) months from the signing of this agreement and thereafter as necessary, the Parties at the National level agree to review these procedures and discuss identified problems that have arisen during this process. If either Party is not satisfied after the review, the Parties will meet to address any modifications or amendments as necessary. At any time and with written notice from the Prospectus Workgroup team lead to the other Party, either Party may discontinue participating in a Prospectus Workgroup.



Agency Head Review:

[Redacted Signature]

8/21/14

Date

Acting Executive Director, Office of
Labor and Employee Relations

FLIGHT INSPECTION SERVICES
FLIGHT INSPECTION OPERATIONS GROUP
AVIATION SAFETY ACTION PROGRAM (ASAP)
FOR
AIRCREW MEMBERS, DISPATCHERS, AND SCHEDULERS

MEMORANDUM OF UNDERSTANDING

1. GENERAL. Flight Inspection Services (FIS) is holder of a Title 14 of the Code of Federal Regulations (14 CFR) Part 135 Air Operator certificate. The Flight Inspection Operations Group conducts operations under this certificate and 14 CFR Part 91 in North America, South America, Europe, Asia, Africa, Antarctica, and the Middle East. The Flight Inspection Operations Group operates 30 aircraft and employs approximately 170 aircrew members, 7 dispatchers, and 9 schedulers. The aircrew members, dispatchers, and schedulers are represented by the Professional Aviation Safety Specialists Union (PASS).

2. PURPOSE. The Federal Aviation Administration (FAA), FIS Flight Inspection Operations Group, and PASS are committed to improving flight safety. Each party has determined that safety would be enhanced if there were a systematic approach for aircrew members, dispatchers, and schedulers to promptly identify and correct potential safety hazards. The primary purpose of the Flight Inspection Operations Group Aviation Safety Action Program (ASAP) is to identify safety events, and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate flight safety analysis and corrective action, Flight Inspection Operations Group and PASS join the FAA in voluntarily implementing this ASAP for aircrew members, dispatchers, and schedulers which is intended to improve flight safety through self-reporting, cooperative follow-up, and appropriate corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.

3. BENEFITS. The program will foster a voluntary, cooperative, nonpunitive environment for the open reporting of safety of flight concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop corrective action to help solve safety issues and possibly eliminate deviations from 14 CFR. For a report accepted under this ASAP MOU, the FAA will use lesser enforcement action or no enforcement action, depending on whether it is a sole-source report, to address an event involving possible noncompliance with 14 CFR. This policy is referred to in this MOU as an "enforcement-related incentive".

4. APPLICABILITY. The Flight Inspection Operations Group ASAP applies to all aircrew members (pilots and mission specialists), dispatchers, and schedulers and only to events that occur while acting in that capacity. Reports of events involving apparent noncompliance with 14 CFR that is not inadvertent or that appears to involve an intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.

a. Events involving possible noncompliance with 14 CFR by the Flight Inspection Operations Group that are discovered under this program may be handled under the Voluntary Disclosure Policy, provided that the Flight Inspection Operations Group voluntarily reports the possible noncompliance to the FAA and that the other elements of that policy are met. (See the current version of AC 00-58, Voluntary Disclosure Reporting Program and FAA Order 2150.3B, Compliance and Enforcement Program, Chapter 5).

b. Any modifications of this MOU must be accepted by all parties to the agreement.

5. PROGRAM DURATION. This is a Continuing program subject to review and renewal every two years by the FAA. This ASAP may be terminated at any time for any reason by the Flight Inspection Operations Group, the FAA, or any other party to the MOU. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; i.e., when a program is terminated, all reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program ordinarily will result in termination of the program. Failure of the Flight Inspection Operations Group to follow through with corrective action acceptable to the FAA to resolve any safety deficiencies ordinarily will result in termination of the program.

6. REPORTING PROCEDURES. When an aircrew member or operations specialist observes a safety problem or experiences a safety-related event, he or she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.

a. ASAP Report Form. At an appropriate time during the workday (e.g. after the trip sequence has ended for the day), the employee should complete an ASAP report for each safety problem or event and submit it using the web-based safety reporting system. If the web-based safety reporting system is not available to the aircrew member or operations specialist at the time he or she needs to file a report, the employee may fax an interim report or contact the ASAP manager's office and file a report via telephone within 24 hours after the end of flight sequence for day of occurrence, absent extraordinary circumstances. Reports filed telephonically within the prescribed time limit must be followed by a formal report submission within three calendar days thereafter. If the safety event involves a deviation from an ATC clearance, the pilot should note the date, time, place, altitude, flight number, and ATC frequency, along with enough other information to fully describe the event and any perceived safety problem.

b. Time Limit. Reports that the ERC determines to be sole-source will be accepted under the ASAP, regardless of the timeframe within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 11a(2) and (3) of this MOU. Reports which the ERC determines to be non sole-source must meet the same acceptance criteria, and must also be filed within one of the following two possible timeframes:

(1) Within 24 hours (48 hours if international) after the end of the flight sequence for day of occurrence, absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and an aircrew member completes the flight sequence for that day at 1900 hours, the report should be filed no later than 1900 hours Tuesday. In order for all employees to be covered under the ASAP for any apparent noncompliance with 14 CFR resulting from an event, they must all sign the same report or submit separate signed reports for the same event.

(2) Within 24 hours of having become aware of possible non-compliance with 14 CFR provided the following criteria are met: If a report is submitted later than the time period after the occurrence of an event stated in paragraph 6b(1) above, the ERC will review all available information to determine whether the aircrew member or operations specialist knew or should have known about the possible noncompliance with 14 CFR within that time period. If the ERC determines that the employee did not know or could not have known about the possible noncompliance with 14 CFR until informed of it, then the report would be included in ASAP, provided the report is submitted within 24 hours of having become aware of possible noncompliance with 14 CFR, and provided that the report otherwise meets the acceptance criteria of this MOU. If the employee knew or should have known about the possible noncompliance with 14 CFR, then the report will not be included in ASAP.

c. Non-reporting employees covered under this ASAP MOU. If an ASAP report identifies another covered employee in an event involving possible noncompliance with 14 CFR and that employee has neither signed that report nor submitted a separate report, the ERC will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance with 14 CFR. If the ERC determines that the employee did not know or could not have known about the apparent possible noncompliance with 14 CFR, and the original report otherwise qualifies for inclusion under ASAP, the ERC will offer the non-reporting employee the opportunity to submit his/her own ASAP report. If the non-reporting employee submits his/her own report within 24 hours of notification from the ERC, that report will be afforded the same consideration under ASAP as that accorded the report from the original reporting employee, provided all other ASAP acceptance criteria are met. However, if the non-reporting employee fails to submit his/her own report within 24 hours of notification from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement authorities, if warranted.

d. Non-reporting employees not covered under this ASAP MOU. If an ASAP report identifies another flight inspection employee who is not covered under this MOU, and the report indicates that employee may have been involved in possible noncompliance with 14 CFR, the ERC will determine on a case-by-case basis whether it would be appropriate to offer that employee the opportunity to submit an ASAP report. If the ERC determines that it is appropriate, the ERC will provide that employee with information about ASAP and invite the employee to submit an ASAP report. If the employee submits an ASAP report within 24 hours of notification from the ERC, that report will be covered under ASAP, provided all other ASAP acceptance criteria are met. If the employee fails to submit an ASAP report within 24 hours of notification from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement agencies, if warranted.

7. POINTS OF CONTACT. The ERC will be comprised of one representative from FIS management; one representative from PASS; and one FAA inspector assigned as the ASAP representative from the Certificate Holding District Office (CHDO) for the Flight Inspection Flight Program; or their designated alternates in their absence. In addition, Flight Inspection Operations Group will designate one person who will serve as the ASAP manager. The ASAP manager will be responsible for program administration, and will not serve as a voting member of the ERC.

8. ASAP MANAGER. When the ASAP manager receives the report, he or she will record the date and time of any event described in the report and the date and time the report was submitted through the company website or fax system. The ASAP manager will enter the report, along with all supporting data, on the agenda for the next ERC meeting. Reports should be provided to all ERC members prior to the scheduled ERC meeting in accordance with guidance contained in Advisory Circular 120-66, as amended. The ERC will determine whether a report is submitted in a timely manner or whether extraordinary circumstances precluded timely submission. To confirm that a report has been received, the ASAP manager will send a written receipt through the company website or fax system to each employee who submits a report. The receipt will confirm whether or not the report was determined to be timely. The ASAP manager will serve as the focal point for information about, and inquiries concerning the status of, ASAP reports, and for the coordination and tracking of ERC recommendations.

9. EVENT REVIEW COMMITTEE (ERC). The ERC will review and analyze reports submitted under the program, identify actual or potential safety problems from the information contained in

the reports, and propose solutions for those problems. The ERC will provide feedback to the individual who submitted the report.

a. The ASAP manager will maintain a database that continually tracks each event and the analysis of those events. The ERC will conduct a 12-month review of the ASAP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety-related events of a similar nature. That review will include recommendations for corrective action for recurring events indicative of adverse safety trends.

b. This review is in addition to any other reviews conducted by the FAA. If an application for renewal of the continuing program is anticipated, the ERC will prepare and submit a report with the certificate holder's application to the FAA 60 days in advance of the termination date of the existing continuing program.

10. ERC PROCESS.

a. The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ASAP manager. The ERC will determine the time and place of the meeting. The frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time-critical information.

b. The ERC will make its decisions involving ASAP issues based on consensus. Under the ASAP, consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be empowered to make decisions within the context of the ERC discussions on a given report. The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action or any enforcement action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended corrective action to address a safety problem such as an operating deficiency or airworthiness discrepancy reported under ASAP. The corrective action process would include working the safety issue(s) with the appropriate departments at FIS and the FAA that have the expertise and responsibility for the safety area of concern. Recognizing that the FAA holds statutory authority to enforce the necessary rules and regulations, it is understood that the FAA retains all legal rights and responsibilities contained in Title 49, United States Code, and FAA Order 2150.3B. In the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s), a qualification issue, or medical certification or medical qualification issue, the FAA ERC representative will decide how the report should be handled. The FAA will not use the content of the ASAP report in any subsequent enforcement action, except as described in paragraph 11a(3) of this MOU.

c. It is anticipated that two types of reports will be submitted to the ERC: safety-related reports that appear to involve a possible noncompliance with 14 CFR and reports that are of a general safety concern, but do not appear to involve possible noncompliance with 14 CFR. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

d. The ERC will forward non-safety reports to the appropriate FIS department head for his/her information and, if possible, internal (FIS) resolution. For reports related to flight safety, including reports involving possible noncompliance with 14 CFR, the ERC will analyze the report, conduct interviews of reporting aircrew members or operational specialists, and gather additional information concerning the matter described in the report, as necessary.

e. The ERC should also make recommendations to the Director of Operations for corrective action for systemic issues. For example, such corrective action might include changes to flight operations procedures, aircraft maintenance procedures, or modifications to the training curriculum for aircrew members. Any recommended changes that affect FIS will be forwarded through the ASAP manager to the appropriate department head for consideration and comment, and, if appropriate, implementation. The FAA will work with FIS to develop appropriate corrective action for systemic issues. The ASAP manager will track the implementation of the recommended corrective action and report on associated progress as part of the regular ERC meetings. Any recommended corrective action that is not implemented should be recorded along with the reason it was not implemented.

f. When the ERC becomes aware of an issue involving the medical qualification or medical certification of an airman, the ERC must immediately advise the appropriate Regional Flight Surgeon about the issue. The ERC will work with the Regional Flight Surgeon and the certificate holder's medical department or medical consultants to resolve any medical certification or medical qualification issues or concerns revealed in an ASAP report, or through the processing of that report. The FAA ERC member must follow the direction(s) of the Regional Flight Surgeon with respect to any medical certification or medical qualification issue(s) revealed in an ASAP report.

g. Any corrective action recommended by the ERC for a report accepted under ASAP must be completed to the satisfaction of all members of the ERC, or the ASAP report will be excluded from the program, and the event will be referred to the FAA for further action, as appropriate.

h. Use of the ASAP Report: Neither the written ASAP report nor the content of the written ASAP report will be used to initiate or support any company disciplinary action, or as evidence for any purpose in an FAA enforcement action, except as provided in paragraph 11a(3) of this MOU. The FAA may conduct an independent investigation of an event disclosed in a report.

11. FAA ENFORCEMENT.

a. Criteria for Acceptance. The following criteria must be met in order for a report to be covered under ASAP:

(1) The employee must submit the report in accordance with the time limits specified under paragraph 6 of this MOU;

(2) Any possible noncompliance with 14 CFR disclosed in the report must be inadvertent and must not appear to involve an intentional disregard for safety; and,

(3) The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the ERC for a determination of acceptability under ASAP. Such referred back reports will be accepted under ASAP provided they otherwise meet the acceptance criteria contained herein.

b. Administrative and Informal Action. Notwithstanding the criteria in Chapter 5 of FAA Order 2150.3B, possible noncompliance with 14 CFR disclosed in a non sole-source ASAP report that is covered under the program and supported by sufficient evidence will be addressed with

administrative or informal action (i.e., a FAA Warning Notice or FAA Letter of Correction, as appropriate for administrative action, or written or oral counseling for informal action). Sufficient evidence means evidence gathered by an investigation not caused by, or otherwise predicated on, the individual's safety-related report. There must be sufficient evidence to prove the violation, other than the individual's safety-related report. In order to be considered sufficient evidence under ASAP, the ERC must determine through consensus that the evidence (other than the individual's safety-related report) would likely have resulted in the processing of a FAA enforcement action had the individual's safety-related report not been accepted under ASAP. If the ERC determines that sufficient evidence supports a violation for an accepted non-sole-source report, before informal action can be used to close an ASAP case, there must be ERC consensus that the apparent violation does not indicate a lack of qualification, as listed on the E-EDP worksheet, Step two, Criterion three in FAA Order 8900.1, Volume 14, Chapter 1, as amended. In addition, as determined by applying E-EDP worksheet steps three, four, and five, the violation must be determined by consensus of the ERC to be low risk. Accepted non sole-source reports for which there is not sufficient evidence will be closed with a FAA Letter of No Action.

c. Sole-Source Reports. For the purposes of FAA action, a report is considered a sole-source report when all evidence of the event available to the FAA is discovered by or otherwise predicated on the report. Apparent violations disclosed in ASAP reports that are covered under the program and are sole-source reports will be addressed with an ERC response (no FAA action required). It is possible to have more than one sole-source report for the same event.

d. Reports Involving Qualification Issues. ASAP reports covered under the program that demonstrate a lack, or raise a question of a lack, of qualification of a certificate holder employee will be addressed with corrective action, if such action is appropriate and recommended by the ERC. If an employee fails to complete the corrective action in a manner satisfactory to all members of the ERC, then his/her report will be excluded from ASAP. In these cases, the ASAP event will be referred to an appropriate office within the FAA for any additional investigation and reexamination and/or enforcement action, as appropriate.

e. Excluded from ASAP. Reported events involving possible noncompliance with 14 CFR that are excluded from ASAP will be referred by the FAA ERC member to an appropriate office within the FAA for any additional investigation and re-examination and/or enforcement action, as appropriate.

f. Corrective Action. Employees initially covered under an ASAP will be excluded from the program and not entitled to the enforcement-related incentive if they fail to complete the recommended corrective action in a manner satisfactory to all members of the ERC. Failure of an employee to complete the ERC recommended corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.

g. Repeated Instances of Noncompliance with 14 CFR. Reports involving the same or similar possible noncompliance with the Regulations that were previously addressed with administrative or informal action under ASAP will be accepted into the program, provided they otherwise satisfy the acceptance criteria in paragraph 6 above. The ERC will consider on a case-by-case basis the corrective action that is appropriate for such reports.

h. Closed Cases. A closed ASAP case including a related enforcement investigative report involving a violation addressed with the enforcement-related incentive, or for which no action has been taken, may be reopened and appropriate enforcement action taken if evidence later is discovered that establishes that the violation should have been excluded from the program.

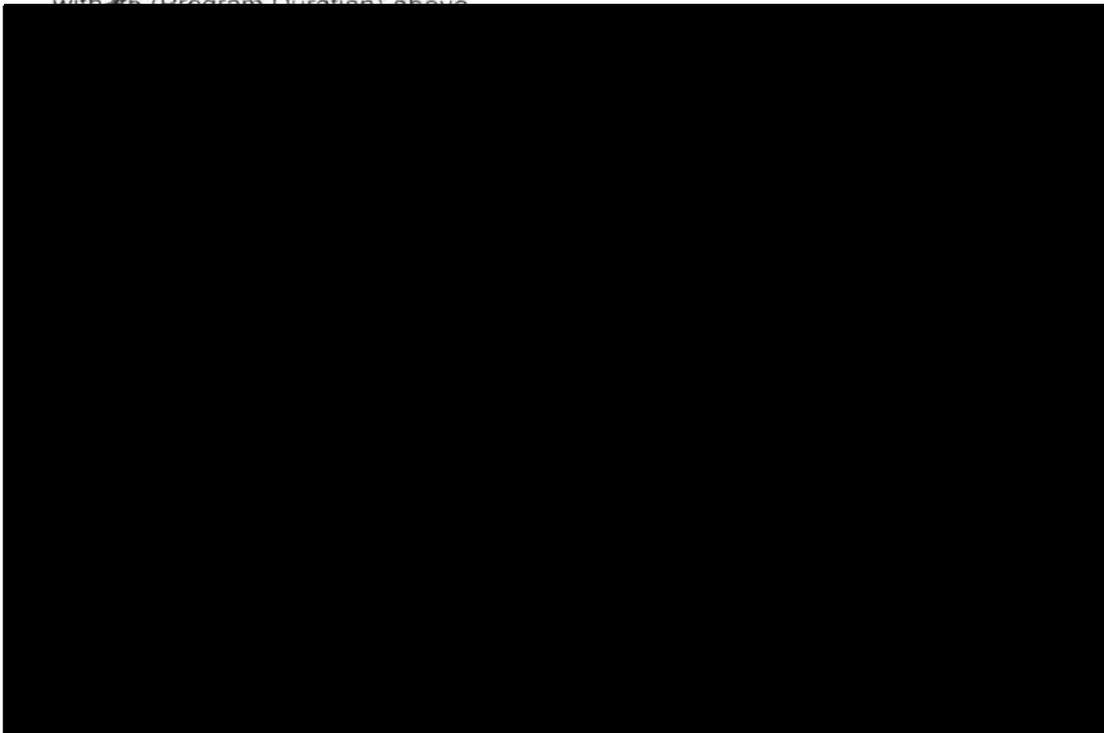
12. EMPLOYEE FEEDBACK. The ASAP manager will publish a synopsis of the ASAP reports received, as well as pertinent data and trend information derived from the pilots reports, in the Quarterly FOQA/ASAP Newsletter. Specific event summaries contained in the synopsis will not include employee names. Any employee who submitted a report may also contact the ASAP manager to inquire about the status of his/her report. In addition, each employee who submits a report accepted under ASAP will receive individual feedback on the final disposition of the report.

13. INFORMATION AND TRAINING. The details of the ASAP will be made available to all aircrew members and their supervisors by publication in the Flight Inspection Operations Group Operations Manual. Each aircrew member and manager will receive written guidance outlining the details of the program at least two (2) weeks before the program begins. Each aircrew member will also receive additional instruction concerning the program during the next regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire aircrew member employees will receive training on the program during initial training.

14. REVISION CONTROL. Revisions to this MOU shall be documented using standard revision control methodology.

15. RECORDKEEPING. All documents and records regarding this program will be kept by the ASAP manager and made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with 14 CFR and all applicable law (including the Pilot Records Improvement Act). PASS and the FAA will maintain whatever records they deem necessary to meet their needs.

16. SIGNATORIES. All parties to this ASAP are entering into this agreement voluntarily. This MOU shall be effective upon completion of agency head review or thirty (30) days after it has been signed by the Parties, whichever occurs first. The term of this agreement is in accordance with #5 (Program Duration) above.



Memorandum of Agreement
Regarding
PASS NextGen Representative

This Memorandum of Agreement (MOA) is made and entered into by and between the Professional Aviation Safety Specialists (“PASS” or “the Union”) and the Federal Aviation Administration (“FAA” or “the Agency”) collectively known as “the Parties”. This agreement represents the complete understanding between the Parties concerning the position of the PASS NextGen Representative. The Parties have agreed to establish a PASS NextGen Representative position as a first step in a program that will lead to full participation by PASS in the development and implementation of NextGen.

1. Designation and Role

PASS may designate a national PASS NextGen Representative to the NextGen Solution Integration Group. The role of the NextGen Representative is to provide a consistent communications link between PASS and the Agency regarding all aspects of the NextGen initiative. The NextGen Representative shall be afforded a reasonable amount of duty time to communicate with PASS regarding the status of the NextGen initiatives. The PASS NextGen Representative shall be the conduit between PASS and the Agency regarding the selection of the bargaining unit employees for additional NextGen related activities in accordance with the Article 13 SOP. The Representative shall facilitate the resolution of issues related to NextGen initiatives with the objective of reducing or eliminating issues in advance of any formal negotiations with the Union.

2. Scope of Duties

In collaboration with PASS the Agency has determined the scope of the duties as follows: The Representative will offer advice and guidance regarding PASS participation in NextGen Initiatives and will provide operational expertise in the assessment of NextGen Concepts and Initiatives. In that regard, the Representative will be responsible for providing operational expertise in the full cycle of development for NextGen Concepts to support the transition of new operational capabilities that insure safety and improve system efficiency. The concepts are matured across three general phases Concept Evaluation, Concept Development and Concept Evaluation. The FAA conducts a wide variety of initiatives such as analysis, feasibility studies, technical evaluations, human in the loop simulations and field demonstrations. The Representative will provide guidance on operational needs, requirements, rules and procedures and will serve as a member of multiple teams responsible for conducting the detailed analyses required to mature new capabilities.

Examples of project assignments include:

- a. Conducts an analysis of the NextGen portfolio of projects and provide expertise on the elements that are at the appropriate maturity level to identify operational needs, requirements and/or challenges.
- b. Assist in defining required operational support in the assessment of system requirements, development and implementation.

- c. Assist in determination of required operational expertise in trials to demonstrate proof of concept in NextGen system performance and operations.
- d. Provide general support to initiatives necessary to ensure successful transition of NextGen Concepts and prepare various analysis, proposals, reports and briefings in support of activities to support proper planning of development activities such as,
 - Cognitive Walkthroughs to flush out details of operational concepts,
 - Rapid prototyping development, and
 - Operation Evaluation Plans for system demonstrations.

3. TDY Travel Cost

The NextGen Office will be responsible for all of the PASS NextGen Representative travel expenses, including lodging, per diem as allowable on a long-term basis and travel associated with the work assignment. Extended stay per diem will be paid at a fixed rate as described in the travel policy. Any and all reimbursements for travel expenses, including per diem, shall be in accordance with the FAATP, unless otherwise specified in the Parties 2012 Collective Bargaining Agreement.

4. Limitations

The PASS NextGen Representative is acting in a pre-decisional and collaborative manner only and is not authorized to engage in bargaining on behalf of PASS. This agreement by the Parties does not constitute a waiver of any right guaranteed by law, rule, regulation, or contract on behalf of either Party.

This Memorandum of Agreement is effective this ___ day of June 2015, and shall remain in effect for the duration of the 2012 Collective Bargaining Agreement unless mutually agreed upon.



**Memorandum of Agreement
between the
Federal Aviation Administration (FAA)
and the
Professional Aviation Safety Specialists (PASS)
Regarding
En Route Automation Modernization (ERAM)
System Enhancement/Technical Refresh (SE/TR)**

This Agreement is made between the Professional Aviation Safety Specialists (“PASS” or “the Union”) and the Federal Aviation Administration (“FAA” or “the Agency”), collectively known as “the Parties.” This agreement represents the complete understanding between the Parties concerning all issues regarding the development, implementation and deployment of ERAM SE/TE.

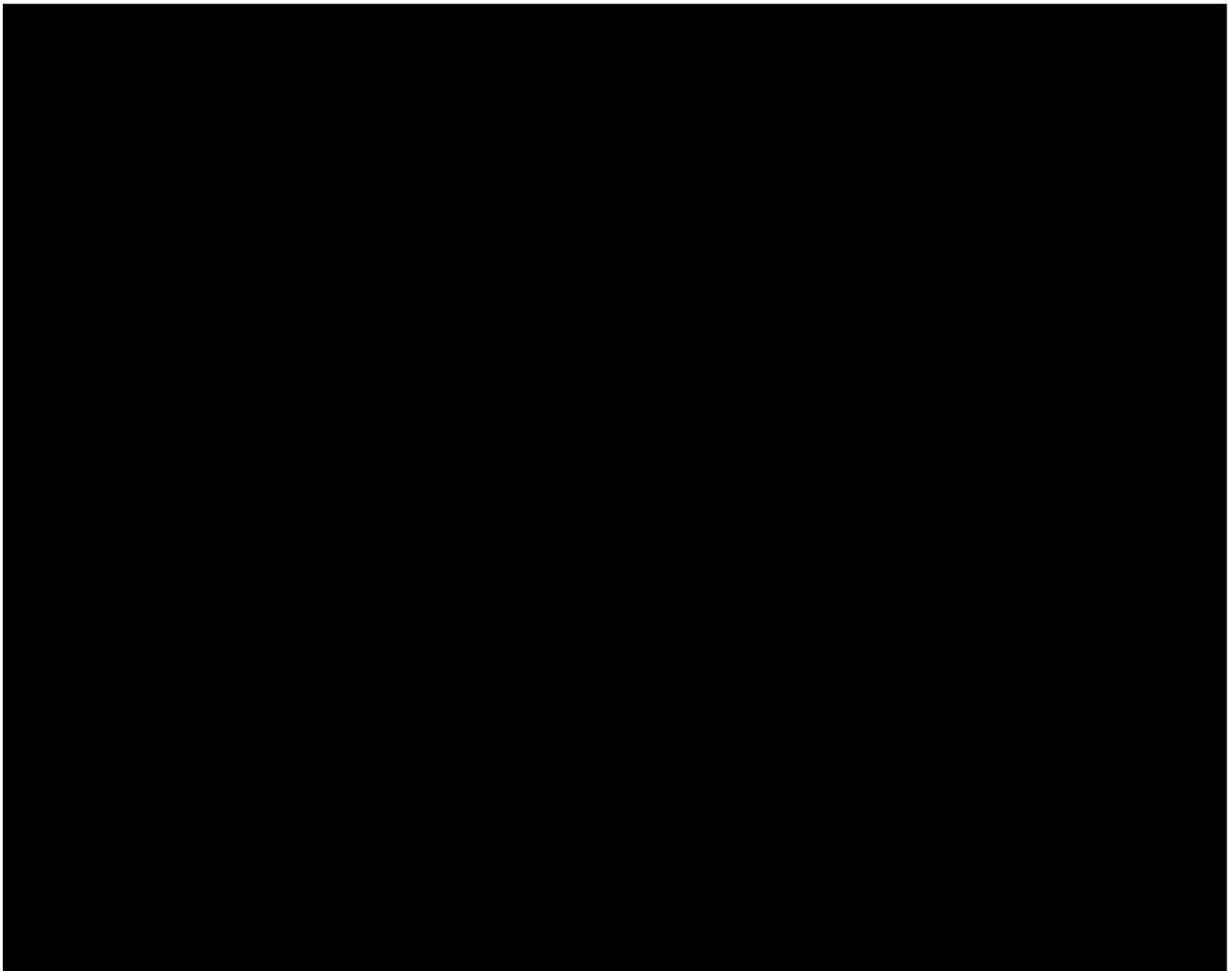
Union Representatives

1. PASS may designate one (1) Bargaining Unit Employee (BUE) to serve as the PASS National SE/TR Union Representative. The Union Representative is authorized to participate in all meetings with stakeholders on ERAM SE/TR. When the Agency determines that meetings or briefings shall be conducted face-to-face, on duty time, travel and per diem shall be provided for all meetings and briefings, to include a reasonable amount of time for travel to attend. If the Agency pays for some to meet face-to-face, it must pay for all to meet face-to-face.
 - a) The Union Representative shall be invited to participate in briefings and meetings of any workgroups or boards established at the national level regarding the development, testing, training, implementation and deployment of ERAM SE/TR. The Agency shall be responsible for notifying the Union Representative of these meetings with sufficient time to make necessary arrangements. If the union representative is unable to attend the meeting, the agency will provide written minutes within five (5) business days. Computer/phone access and other resources required by the program office shall be provided to the Union Representative. Where space is available, the Agency will make a private office available for the Union Representative to use when participating in ERAM SE/TR activities. If such space is not available at his/her facility of record, the representative will be permitted to work off premises.
 - b) The Agency shall promptly provide the PASS National Representative with written updates whenever any changes are made to the waterfall schedule.
 - c) The Union Representative shall be provided the opportunity for input to the ERAM National Packaging Team. The representative will have access to all documentation and included in any activities that may take place in developing, implementing and deploying any ERAM SE/TR.

2. PASS may designate one (1) bargaining unit employee (BUE) to serve as the Union ERAM Training Representative. The Training Representative is authorized to participate in meetings, briefings, related to ERAM Training as set forth below. When the Agency determines that meetings or briefings shall be conducted face-to-face, duty time, travel and per diem shall be provided for all meetings and briefings to include a reasonable amount of time for travel to attend. The Training Representative shall participate in development activities related to ERAM SE/TR Tech Ops Training. This includes but is not limited to:
 - a) Periodic reviews of FAA Academy training for ERAM. Ensuring inclusion of content related to ERAM System Enhancements/Technical Refresh.
 - b) Development of training updates, refresher training, on-the-job training, and training related to certification.
 - c) Technical Operations Workgroups that deal with ERAM System Management and Maintenance.
 - d) Development of Delta Briefings, and other briefings related to enhancements delivered with ERAM SE/TR.
 - e) Review of changes to FAA Maintenance Handbooks, Technical Instruction Books, orders and associated publications that impact ERAM System Management and Maintenance, or other activities performed by PASS BUE's.
 - f) In addition to contractual notification requirements, the Training Representative shall be provided thirty (30) days advance notification and the opportunity to comment on any changes that may be required as a result of ERAM SE/TR.
3. The Agency agrees to provide PASS a copy of the Implementation Strategy Planning Document (ISPD) as required by the the Acquisition Management System (AMS), along with a copy of the Integrated Logistics Support Plan (ILSP). The Agency shall provide written updates to these documents when they are revised.
4. Included by record in this Memorandum of Agreement is the Parties' attached agreement on the System Management and Maintenance User Team established within the ERAM SE/TR.
5. This Agreement shall be effective upon completion of agency head review or 30 days after it has been signed by the Parties, whichever occurs first, and shall run for the duration of the current 2012 PASS/FAA CBA.

For PASS:

For the Agency:



ERAM System Enhancements/Technology Refresh (SE/TR)



System Management & Maintenance
User Team Document
October 2015

Background: ERAM provides automation services for the End Route domain at the twenty Continental United States (CONUS) Air Route Traffic Control Centers (ARTCCs) with full functionality on two redundant channels. It provides enhanced Surveillance Data Processing (SDP), enhanced Flight Data Processing (FDP), Data Communications (Data Comm) Processing (DCP), and a supporting infrastructure, which includes training, simulation, enhanced support software, and M&C capabilities.

In addition, new capabilities are being deployed in releases, prior to the enhancements to be deployed as part of the ERAM Systems Enhancements and Technical (Tech) Refresh program (baselined to complete in FY17). The ERAM System Enhancements and Tech Refresh investment package will include system engineering, software development, and hardware engineering, as well as upgrades and the technical refresh of the system hardware and operating system for ERAM.

Purpose: This System Management and Maintenance User Team document establishes the parameters of PASS’s participation in ERAM System Management & Maintenance (SMM) User Team activities that deal with maintainability, supportability and implementation issues, inclusive of member roles and responsibilities. It defines the scope of User Team activities regarding the delivery, installation, implementation, maintainability, supportability and achievement of operations on fielded ERAM program deliverables, in a manner consistent with other modernization programs. This document supplements and provides governance for the roles, responsibilities and procedures outlined in the AJM/AJW En Route MSSE Tech Ops National Issues Resolution Process document. Within 90 days from the signing of the ERAM SE/TR MOU, the National Issues Resolution Process document will be revised to reflect the impact of these agreements.

Phases of ERAM to be covered by this document:

- ERAM System Enhancements/Technical Refresh program scope (FY13 through FY17).

ERAM System Management Maintenance (SMM) User Team Activities:

The ERAM SMM User Team will resolve issues related to the delivery, installation, implementation, and achievement of operations, including but not limited to:

- Establishing goals and defining timelines for implementation of ERAM SMM User Team initiatives.
- Providing support to each facility during the various enhancement phases, assisting with local impact and implementation issues as determined to be necessary.
- Addressing issues relating to the development, testing, procedures, training, deployment, evaluation and implementation of the enhancement phases of the ERAM program.
- Supporting Operational Evaluation (OPSEVAL) of ERAM related activities as noted below

Process	Exit Criteria
Document system anomalies for origination of PRs, origination of viable workarounds, and origination of awareness items	Documentation opened against each issue
Demonstration of fixed PRs of Interest	Validation occurs at this point
Demonstration of new SIGs/PREDS of Interest	Validation occurs at this point
Basic functionality (PAS/SAS), issuing commands, basic SOC duties, Cert scenarios etc., and core functionality procedures	Validation against a checklist (PMO) to ensure core functionality for Tech Ops

- SSM Validation will be conducted at key site. For pre-deployment validations occurring at the Tech Center, notification will be provided, and User Team participation will be solicited when the release schedule allows.
- Supporting Key Site Testing as noted below

Process	Exit Criteria
SMM User Team will be an integral part of the key site planning and the development of the key site plan	Issues identified must be included on Site Test NAR
Program Office/SLE should provide Engineering support to document and resolve Tech Ops items	On site assistance will be determined during SMM User Team key site planning

- Supporting Technical Instruction Manual Changes
- Support the resolution of issues related to ERAM such as Problem Reports, Enhancement Requests, and other implementation issues that require User Team analysis.
- Reviewing and providing input for Safety Risk Management (SRM) activities related to ERAM.
- Identifying and updating the content of all National ERAM training related materials and activities in coordination with AJV and AJI, including Delta Briefings and development of plans related to local training support.

OPSEVAL Participant Requests: SME requests shall adhere to the established Article 13/SME process developed between the FAA and PASS.

User Team Duty Status and Support: Union subject matter experts on the ERAM System Management & Maintenance (SMM) User Team shall be in a duty status for all ERAM activities, to include a reasonable amount of time for travel when necessary. The ERAM SMM User Team members shall be provided with access to computers, phones, and other resources that may be required to properly fulfill their roles, when such workspace is available. User Team members may perform their work off premises after coordination with both team leads.

User Team Roles and Responsibilities: The following are the descriptions of the ERAM System Management Maintenance (SMM) User Team member s responsibilities and their roles for the purpose of this initiative. One FAA and one PASS representative will serve as Co-Leads for the ERAM SMM User Team. The Co-Leads will define the objectives for the team. Specific responsibilities of each co-lead are listed below.

- **The FAA Co-Lead** – Responsible for coordinating with the FAA Stakeholders on issues related to User Team activities such as travel funding, support, testing facilities, etc. Provides programmatic and other related input in all ERAM SMM User Team activities. It is the responsibility of the FAA Co-Lead to ensure coordination with FAA offices with regard to any new requirements as identified by the User Team. The Agency will be responsible for notifying the PASS Co-Lead of any such activities.
- **PASS Co-Lead** – Provides input on maintainability, supportability, and implementation issues, and participates as a SME in all ERAM SMM User Team activities related to Technical Operations issues. The PASS Co-Lead, or their designee, will be invited to participate in all User Team activities, including subgroups created by the national User Team. It is understood that subgroups may be scheduled to meet simultaneously
- **Team Members** – Provides input on maintainability, supportability, and implementation issues, and participates as a SME in ERAM SMM User Team activities as assigned by the Co-Leads. The Co-leads,

based on system expertise needed and knowledge of required process, will determine the number of ERAM team members collaboratively under the scope of this document.

- **FAA Team Members** – The agency will designate employees to serve on this team to ensure operational and technical representation that reflects the configurations of sites and systems covered under this document. The intent is to have team representation for program requirements, Program Management, Second Level Engineering, Implementation, System Engineering, and Technical Operations.
- **PASS Team Members** – The Union will designate bargaining unit employees to serve on this team to ensure technical representation that reflects the configurations of sites and systems covered under this document. The intent is to have SME's on the ERAM SMM User Team from an existing ERAM ARTCCs. The amount of time required for team activities will be determined through the scoping of the workload.

Other Support: Other SME individuals (e.g., test and evaluation, requirements support, and contract support), while not actual members of the ERAM System Management & Maintenance (SMM) User Team will provide necessary support and input, and are essential for the ERAM SMM User Team to meet their goals. Additional resources may be used to augment the ERAM SMM User Team activities.

Authority: The FAA and PASS Co-Leads will oversee activities of the ERAM System Management & Maintenance (SMM) User Team under the scope of this document. The ERAM System Management & Maintenance (SMM) User Team will work collaboratively to reach agreement to make decisions. The ERAM System Management & Maintenance (SMM) User Team may establish sub-groups to address specific issues as identified by the ERAM System Management & Maintenance (SMM) User Team. Should the subgroups be unable to reach an agreement through consensus, the issue will be elevated to the Co-Leads to resolve collaboratively. If the Co-Leads are unable to reach an agreement on any portion of the project, the matter will be handled in accordance with Article 70 of the Parties' CBA.

Communications: The ERAM System Management & Maintenance (SMM) User Team shall collaboratively document, communicate, and archive agreements. The User Team shall provide regular communications by drafting, reviewing and concurrence on the content before distribution beyond the group itself.

**Memorandum of Agreement
Between the
Federal Aviation Administration (FAA)
and the
Professional Aviation Safety Specialists (PASS)
Regarding
Revised Federal Investigative Standards**

This Memorandum of Agreement (MOA) is made and entered into by and between the Professional Aviation Safety Specialists (PASS) and the Federal Aviation Administration (FAA) concerning the Agency's proposed implementation of the Revised Federal Investigative Standards. This Agreement covers all bargaining unit employees covered by the PASS ATO or AVS collective bargaining unit agreements.

Background: In accordance with [Executive Order 13467](#) and the implementation plan approved by the Office of Personnel Management (OPM) and the Office of the Director of National Intelligence (ODNI), FAA employees will undergo recurrent background checks as follows:

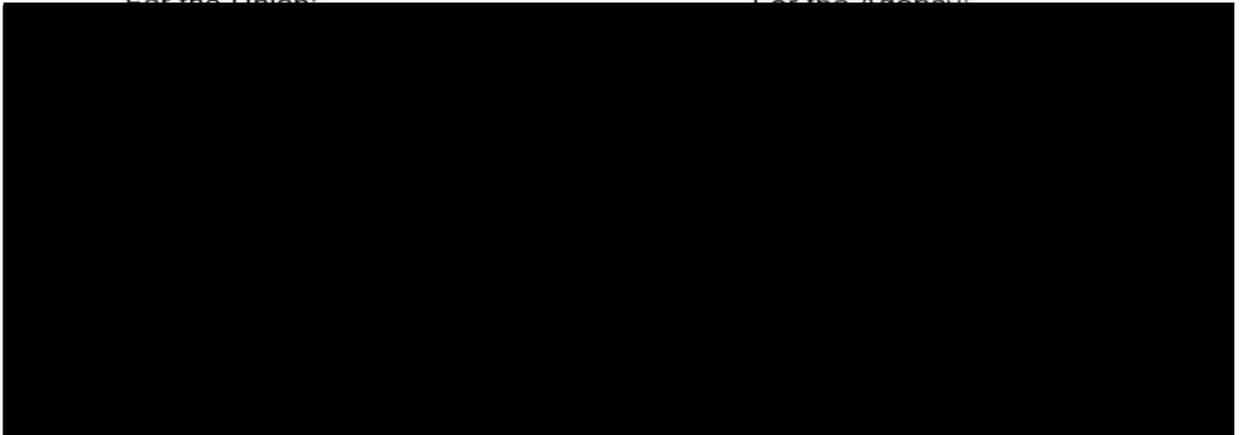
- a. Employees in moderate risk positions will now undergo a background check every 5 years
 - b. Employees in non-critical sensitive positions who currently subject to a background check every 10 years will now undergo a background check every 5 years.
1. An employee subject to the recurring background check will receive an email from FAA Security instructing him/her to submit the required information to the appropriate OPM website within 15 days. The email will also contain contact information for the FAA Security employee who can authorize additional time to submit the information.
 2. If an employee does not respond to the email notice within the 15 days, FAA Security will contact the employee's first-level manager. If the employee is on leave, deployed on military duty, in training or otherwise unavailable to respond to the email, the manager shall so advise FAA Security and when the employee will be available. Subsequently, the employee will be issued another email with a new timeframe for submission.
 3. When OPM completes the investigation for an employee in a moderate risk position, OPM will turn over its findings to the FAA. If the FAA determines further action is required, it shall progress in accordance with the applicable collective bargaining agreement and agency regulations.

4. Within 30 days of the signing of this agreement, the Agency shall issue a broadcast message to all impacted bargaining unit employees informing them of the requirements for recurring background checks as required by Executive Order 13467.
5. When required to be fingerprinted, employees will be provided with the information on where to go to be fingerprinted. Employees will be allowed to obtain their fingerprints on duty time. If necessary, an employee may request a change to his/her schedule in order to obtain their fingerprints during regularly scheduled duty hours.
6. The employee will be reimbursed by the Agency for any fee charged to obtain their fingerprints. The employee must obtain a receipt. The employee shall also be reimbursed for any local mileage or parking fees incurred in accordance with the FAATP.

This MOA shall be effective upon completion of Agency Head Review or thirty (30) days after it has been signed by the Parties' Chief Negotiators whichever occurs first and shall remain in effect for the full term of the Parties' collective bargaining agreements.

For the Union:

For the Agency:



**Memorandum of Agreement
between the
Federal Aviation Administration (FAA)
and the
Professional Aviation Safety Specialists (PASS)
Regarding
Enterprise Control Center (ECC) Standup**

This Agreement is made between the Professional Aviation Safety Specialists (“PASS” or “the Union”) and the Federal Aviation Administration (“FAA” or “the Agency”), collectively known as “the Parties.” This agreement represents the complete understanding between the Parties concerning all issues regarding the planning and proposed standup of the Enterprise Control Centers under, NAS Security and Enterprise Operations (NASEO) with in the Air Traffic Organization (ATO) Technical Operations organization.

1. The Enterprise Control Centers (ECC) will consist of three independent facilities identified below:
 - a) SWIM Services (SECC) located in Hampton, GA
 - b) Voice and Data Services (VECC) located in Olathe, KS
 - c) Navigation and Surveillance Services (NECC) located in San Diego, CA
2. Prior to standing up any ECC, all space negotiations must be completed. All signed agreements must be attached to this MOA as appendixes A-C.
3. Should the Agency decide to expand the ECC to a point where the current space is inadequate beyond what is described in the appendixes then the Agency will provide notification, per the collective bargaining agreement (CBA), to PASS and negotiate new or additional space.
4. PASS will be provided the staffing levels and coverage requirements of each ECC upon initial standup. The Agency shall notify the union of any changes to the staffing or ECC coverage requirements.
5. Any watch schedule will be negotiated and in accordance with Article 31 of the CBA.
6. If a PASS representative has not been designated by PASS then the ECC management shall provide their coverage requirements to the appropriate PASS Regional Vice President. The PASS RVP, or their designee, shall be the ECC PASS representative for that facility until a facility representative has been named by the RVP.
7. PASS shall submit a list of Subject Matter Experts (SME) recommendations to [ATO Technical Labor](#) for the Agency to select up to 3 SMEs, in accordance with (IAW) the Article 13 [PASS Representative and Subject Matter Expert MOA](#), to review any and all training materials being developed to support ECC standup. Any SME shall be provided duty time to conduct such reviews. Depending upon the timeframe, designated by the Agency to review training materials, the parties recognize that the Agency has the authority to authorize overtime to meet any short deadlines imposed by the Agency. This overtime shall be considered independent of and not tracked with the facility scheduled overtime the SME is assigned to.

Final

8. The parties will meet to develop a contingency plan for the ECCs. PASS will submit a list of SME recommendations to ATO Technical Labor for the Agency to select up to three SMEs IAW the Article 13 PASS Representative and Subject Matter Expert MOA, to work with the Agency in the development of the contingency plan. This plan will address any lack of monitoring capability, any ECC facility with less than 24 hour coverage and any fallover plans should an ECC become inoperable for any reason. These plans will be provided to the PASS National Assistant 30 days prior to any ECC being designated as operational.
9. The Agency determines staffing and coverage requirements IAW Management's rights. Coverage requirements will be maintained IAW with the PASS CBA.
10. Nothing in this agreement shall be interpreted as a waiver of any statutory rights. Coverage requirements will be determined in accordance with article 31 of the CBA.
11. Deskguides must be in place prior to the standup of any ECC.
12. The parties at the national level shall meet 30 days prior to the Agency's proposed operational date of the ECCs. The parties will discuss and evaluate the current status of all training, training plans, watch schedules, SOPs- desk guides and other related matters.
13. The Agency shall provide the PASS National Assistant a briefing on a monthly basis on all ECC activities until the ECCs are operational or the PASS National Assistant terminates this requirement. This will commence immediately and may be changed by mutual agreement of the parties.
14. Should the Agency choose to assign any other employee, outside of an ECC to monitor a system designated for ECC monitoring, that employee will be trained to effectively complete their assigned duties.
15. This agreement shall be effective upon completion of Agency head review or within thirty (30) days of the signing of the document, whichever comes first. It shall run concurrent with the 2012

Agreement between PASS Technical Operations and the FAA

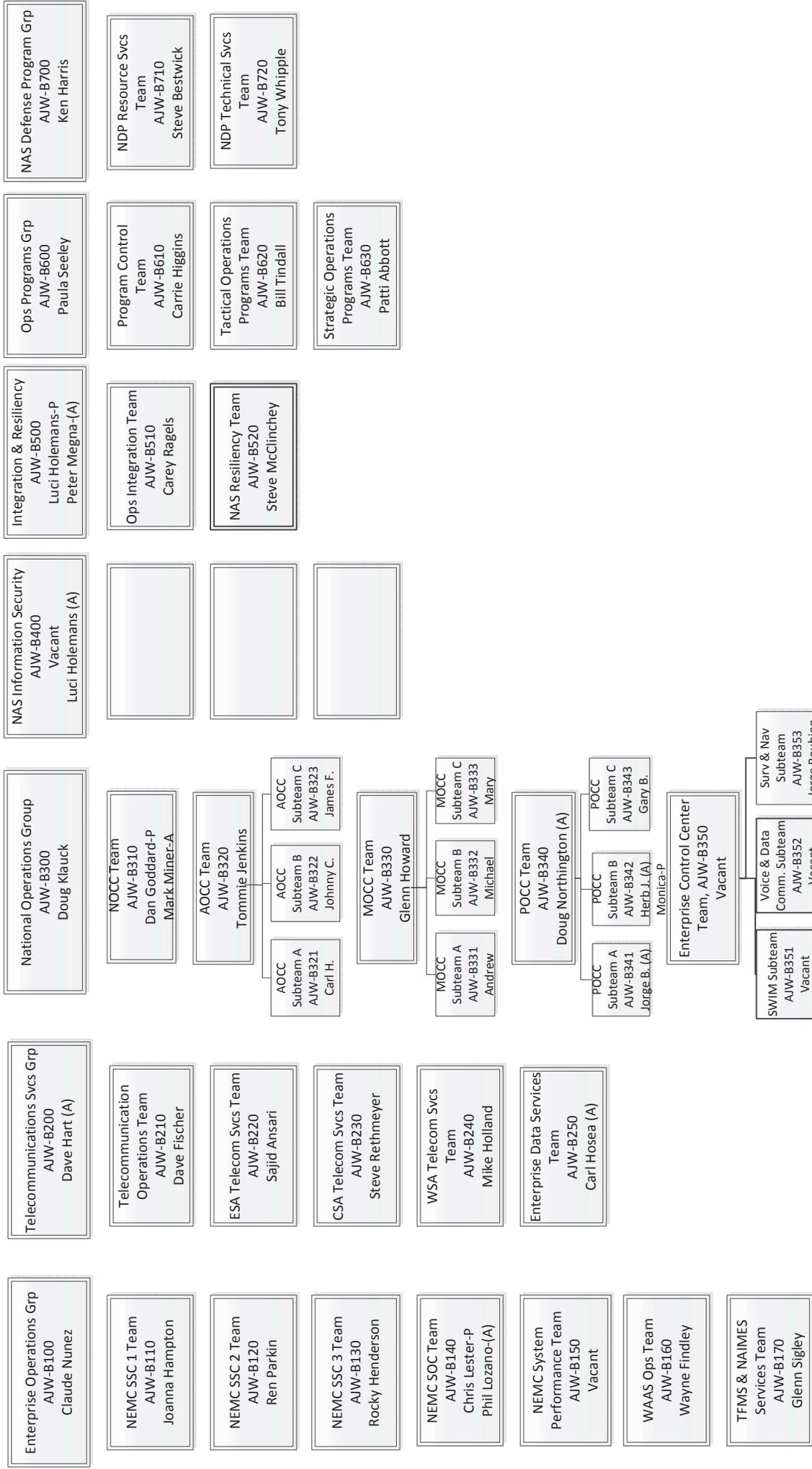
Agency Head

Date

NAS Security and Enterprise Operations, AJW-B

Director, NAS Security and Enterprise Operations
Richard Morgan

Deputy
John Atchison





Federal Aviation Administration

Memorandum of Agreement

Date: April 21, 2016

To: [REDACTED], Professional Airways Safety Specialist, AOCC Facility
Representative

From: [REDACTED], Sr. Manager, Atlantic Operations Control Center (AOCC)

Subject: Memorandum of Agreement for AOCC Ops Floor Workspace

This document is in reference to the National change that has been handed down to the OCCs management for negotiations, and will serve as the Memorandum of Agreement (MOA) between the Atlantic Control Center (AOCC) Management, and the Local Professional Airways Safety Specialists (PASS) bargaining unit on matters concerning the temporary ESD detailee's, and future ECC designated Ops Floor space at the AOCC.

Both parties agree that the four operational workstations located at the front glass wall between the two ops floor electronic entry doors, on the second floor of the NEMC Facility, located in Hampton, GA has been established to support the temporary positions for the ESD detailee's, and future ECC help desk operations. These workstations will continue to be supported and maintained by the current local IT personnel.

If the space requirements exceed the current 4 workstations, Article 70 negotiations will be reopened to determine additional impact to the working conditions of the AOCC employees.

In the event that there are insufficient workstations to accommodate all of the AOCC Employees during shift /overlaps transitions, the following plan will be implemented. This plan is to be used to mitigate the unavailability of operational workstations during shift/overlap transitions.

Operations Overflow

1. The Team Leads will determine when to implement this plan, and will notify a Frontline Manager of the situation.
2. It is the responsibility of the Frontline Managers to determine which operations specialists can be released from the operations floor for training or other tasks related to the operations of the AOCC.
3. This duty can be delegated to the Team Leads with guidance from the Frontline Managers, based on information derived from the specialists, training status and/or performance levels.

- 4. Specialists that are relieved can use the CBI Training room 217, and other locations as assigned.
- 5. If the oncoming Operations Specialist or Team Lead does not have a position to occupy, the off-going employee will be released on administrative leave.



Manager, AOCC

Professional Airways Safety Specialist, AOCC Facility Representative

Memorandum of Agreement between the
Mid-States Operations Control Center (MOCC) and the
MOCC Professional Airway Safety Specialist (PASS) Facility
Representative

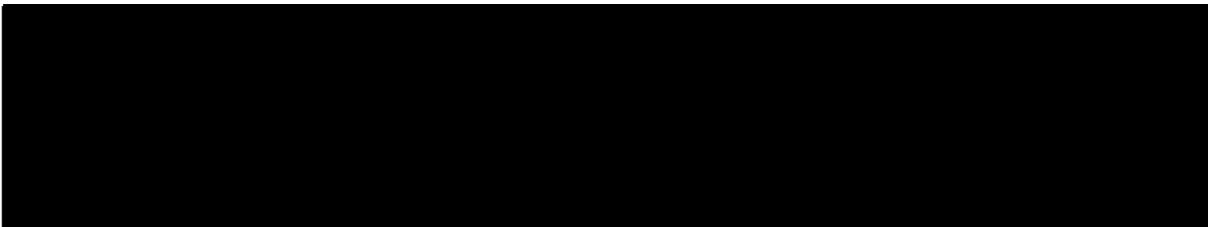
Date: April 20th, 2016

Subject: **Enterprise Control Center (ECC) Space/Operations Requirements**

The following addresses an agreement between Mid-States Operations Control Center (MOCC) Management and the MOCC Professional Airway Specialist (PASS BUS 067) Facility Representative concerning identifying space requirements on the MOCC Operations Floor in order to support the Agency's plan to deploy an Enterprise Control Center (ECC), time to be determined.

MOCC Management and PASS Facility Representative have identified suites 3, 4, 5, and 23 (see attached drawing for reference) on the MOCC Operations Floor for supporting future ECC Operations. However present day, the parties agree that current space limitations (20 operational suites total) can be impacting to MOCC Operations and will only utilize 2 of the 4 identified suites to support ECC Operations upon initial standup.

This agreement will stand for six months from date of both parties' signature and will be re-visited at such time for continuance or not unless a shorter date is mutually agreed upon.



4/21/2016

Date

4/21/2016

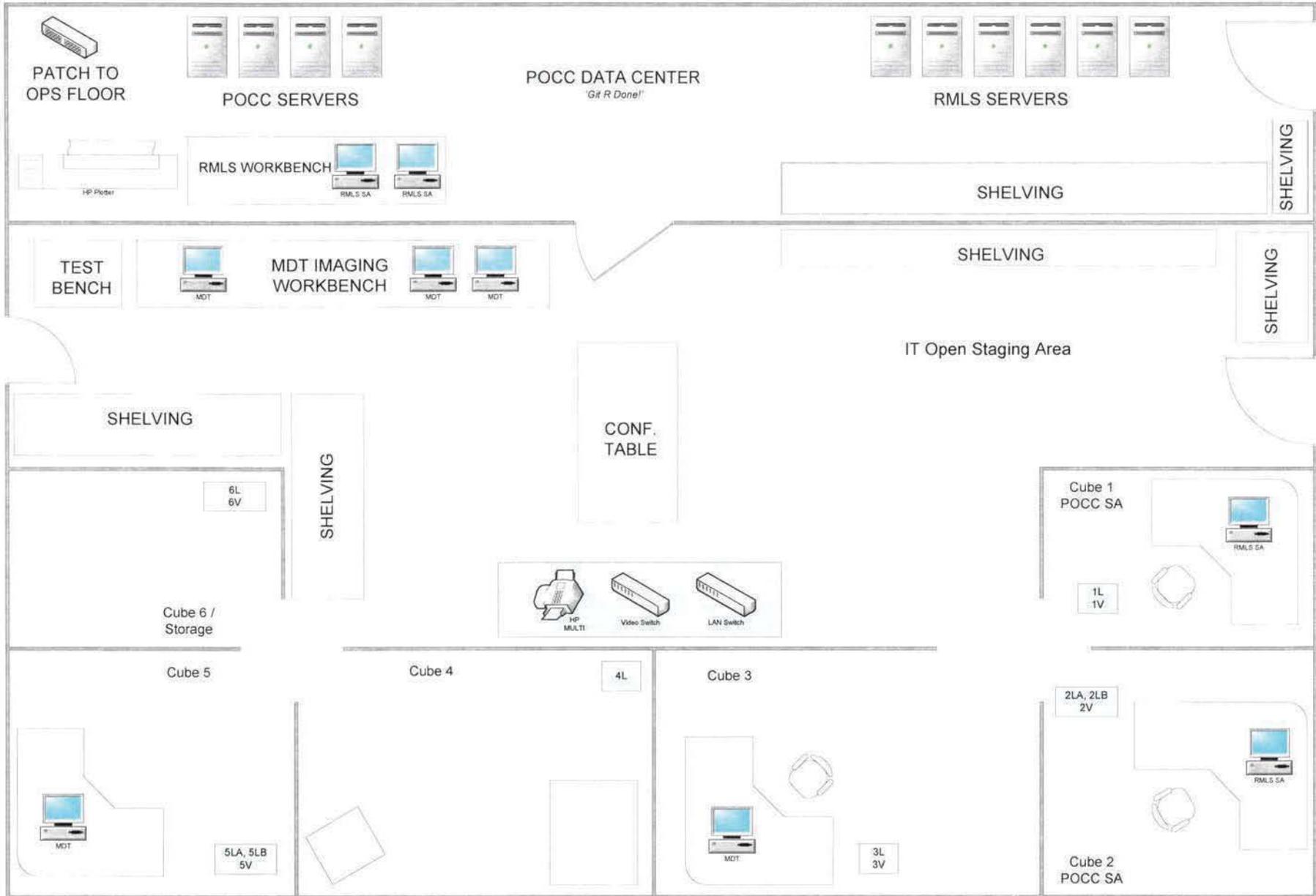
MEMORANDUM OF AGREEMENT
Between
Professional Aviation Safety Specialists (AFL-CIO) (“PASS”)
and
Federal Aviation Administration (“FAA”)
Regarding
Location of Future Enterprise Control Center (ECC) Suites
Within the Pacific Operations Control Center (POCC) Space

This Memorandum of Agreement (MOA) is made and entered into by and between the FAA National Enterprise Operations (NEO) and PASS, hereafter referred to as the Parties, concerning the location of future Enterprise Control Center (ECC) suites within the Pacific Operations Control Center (POCC) space.

The Parties agree that the cubicles identified in the attached drawing as cube 5 and cube 6 will be utilized for the ECC suites. The Agency will purchase the equipment or furniture needed to configure the suites.

This MOA shall be effective upon completion of Agency Head Review or thirty (30) days after it has been signed by the Parties, whichever comes first, and shall remain in place for a period of one (1) year from the date of Agency Head review, unless otherwise agreed to by the Parties.

POCC IT FLOOR



**Memorandum of Agreement
between the
Federal Aviation Administration
and the
Professional Aviation Safety Specialists (AFL-CIO)**

Re: Aviation Safety Action Program for Professional Aviation Safety Specialists (AFL-CIO)

The Federal Aviation Administration (“FAA” or “Agency”) and the Professional Aviation Safety Specialists (AFL-CIO) (“PASS” or “Union”), hereinafter referred to as the Parties, voluntarily and without coercion enter into the following memorandum of agreement (“Agreement” or “MOA”) pertaining to the parties’ participation in an Aviation Safety Action Program (ASAP) in the FAA’s Technical Operations Service. This ASAP program will be known as the Technical Operations Safety Action Program (T-SAP), and will operate in accordance with ICAO Safety Management Manual ([Doc 9859-AN/474](#)).

Section 1. PURPOSE. The FAA and the PASS are committed to improving aviation safety. Each party has determined that safety would be enhanced if there were a systematic approach for ATO employees represented by PASS and covered by this MOA to promptly identify and voluntarily report potential aviation safety hazards. The purpose of T-SAP is to foster a voluntary, non-punitive and cooperative environment where employees may report aviation safety events, problems and/or concerns and/or non-compliance with FAA Directives (hereinafter referred to “aviation safety” concerns) observed while acting in their official capacity as an employee, without fear of discipline or Air Traffic Safety Oversight Service (AOV) credentialing action. The components of T-SAP include the collection, analysis, and retention of aviation safety data reviewed and acted upon by ATO, AOV and PASS. This program applies to the collection of documents, personnel, procedures, systems and services that the ATO uses in providing aviation safety services.

Section 2. BENEFITS. This program will foster a voluntary, cooperative, non-punitive environment for the open reporting of aviation safety concerns. Through such reporting, all parties will have access to valuable safety information that may not be otherwise available. This information will be used to identify and address aviation safety concerns.

Section 3. APPLICABILITY. This T-SAP MOA applies to ATO employees covered by the CBA engaged in and/or supporting Air Traffic Services with the exception of Flight Inspection Services and Mission Support as described in Appendix I of the CBA.

Section 4. REPORTING PROCEDURES. When an employee observes or experiences an aviation safety concern, the employee should document the observation/experience in a T-SAP report, through a website, presently www.T-SAP.org. The Agency will monitor access to ensure only individuals assigned to T-SAP and with a need to know are granted privileged access to the

system. The PASS representative(s) will continue to have the ability to monitor who has privileged access to www.T-SAP.org. Voluntary Safety Reporting Program (VSRP) data is protected under 14 CFR, [Part 193](#). The employee should complete a separate report for each aviation safety concern in sufficient detail so that it can be evaluated by the Event Review Committee (ERC), including but not limited to a detailed description of the issue, relevant background material, past efforts and forums used to resolve the aviation safety concern and any other relevant considerations. Failure by an employee to initially describe an event or concern in adequate detail shall not be the basis to exclude a report.

a. An employee has the right to file a T-SAP report on duty time, if otherwise in a duty status.

b. Time Limits.

i. When the aviation safety concern could not have been learned by the Agency but for the report submitted by the employee, and all evidence of the event is predicated on the report, that report is determined to be ‘Sole Source.’ If the ERC through consensus agrees that a report is ‘Sole Source’ it will be accepted regardless of the time frame within which it was submitted, provided it meets all other acceptance criteria of this MOA. It is possible to have more than one ‘Sole Source’ report for the same aviation safety concern.

ii. For a report that is not ‘Sole Source’, as defined above, the employee must report the aviation safety concern within one working day, absent extraordinary circumstances. When a covered employee submits a report that is not ‘Sole Source’, the ERC will review all available information to determine through consensus whether the individual was aware or should have been aware of the possible aviation safety concern. If it is determined that the employee was not aware nor could reasonably have been aware of the aviation safety concern, the report will be accepted by the ERC, provided it meets all other acceptance criteria of this MOA. Through consensus the ERC can determine to accept “untimely” reports if in their opinion acceptance of the report would or could improve aviation safety.

c. **Non-reporting employees covered under this MOA.** If a T-SAP report identifies another covered employee experiencing an aviation safety concern, and that employee has not submitted a separate report, the ERC will determine through consensus on a case-by-case basis whether that employee knew or reasonably should have known about the possible aviation safety concern. If the ERC determines the employee did not know or could not have known about the possible aviation safety concern, and the original report otherwise qualifies for inclusion under T-SAP, the ERC will offer the non-reporting employee the opportunity to submit his/her own T-SAP report within one working day. If the non-reporting employee submits his/her own report, that report will be afforded the same consideration under TSAP as the report from the original reporting employee, provided all other T-SAP acceptance criteria are met.

Section 5. T-SAP STRUCTURE RESPONSIBILITIES. T-SAP is structured as follows:

- a. T-SAP Program Office (T-SAPO)/Program Manager (T-SAPM).** The T-SAP Program Office will provide oversight of the program and serve as the focal point for information and inquiries.

The T-SAPO will:

- i. Receive initial reports and provide an electronic receipt to the employee.
 - ii. Notify the ERC of receipt of a T-SAP report.
 - iii. Maintain a database that continually tracks each report and the recommendation for correcting or remedying aviation safety concerns.
 - iv. Submit quarterly reports disclosing the number of reports received, accepted and excluded. This report will also include the five most common aviation safety concerns raised with the associated corrective recommendation. This will be published on a designated T-SAP web page.
 - v. Ensure proper implementation of the program in the Service Areas, and regularly communicate program requirements to affected and eligible employees and/or appropriate groups in collaboration with PASS.
 - vi. Develop and maintain annual program budgets and ensure the program accomplishes established program goals.
 - vii. Ensure proper maintenance and availability of the T-SAP database for the purpose of tracking submitted reports, including but not limited to ERC-recommended training, Technical Information Requests (TIRs), Corrective Action Requests (CARs).
 - viii. Monitor program risks including but not limited to changes in program funding, program requirements, and cost estimates through established processes.
 - ix. Coordinate with other VSRPs, as needed, to promote data sharing and resolution of identified aviation safety concern in collaboration with PASS.
- b. TechOps Event Review Committee (ERC).** The ERC is a three-member group comprised of one (1) AJW primary representative and one alternate, one (1) PASS primary representative and one alternate, and one (1) AOV primary representative and one alternate. An alternate representative may serve as primary in the absence of the primary ERC member. Each party will select their own representatives.
- i. The ERC will review and analyze reports submitted by employees covered by this MOA, identify actual or potential aviation safety concerns from the information contained in the reports, and propose solutions for those concerns in accordance with FAA [Order 8040.4A](#), Safety Risk Management Policy, dated 4/30/12, and Air Traffic Organization [Order 1000.37A](#), Air Traffic Organization Safety Management System, dated 5/30/14.

- ii. The ERC will conduct a 12-month review of the T-SAP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of aviation safety-related events of a similar nature. That review will include recommendations for corrective action for recurring events indicative of adverse safety trends. The specific methodology of this review will be outlined in the administrative manual referenced in [Section 12](#) of this MOA.
 - iii. Provide input to a variety of reports or briefings for management and other groups outside the ATO in collaboration with the TSAPO.
 - iv. Within fourteen (14) days subsequent to the implementation of this MOA, PASS will designate in writing a primary and alternate ERC representative. The primary and alternate PASS ERC representative shall be granted eighty (80) hours of official time per pay period.
- c. Analysts.** The T-SAP Program Office will maintain a complement of T-SAP analysts, to include at a minimum two (2) analysts from the PASS bargaining unit. The PASS analysts will be responsible for redacting and preparing new T-SAP reports for ERC review. Additional tasks include subsequent requests for additional information and/or fact finding on submitted reports as directed by the T-SAPO and/or by ERC consensus. The assignment of such analysts will be as follows:
- i. The Agency will notify PASS of its intent to select and fill a T-SAP analyst from the PASS bargaining unit. PASS will determine if it will solicit for volunteers to support the Agency's action. If PASS determines it will solicit for volunteers PASS will issue a call for volunteers and receive responses. A list of recommendations will be submitted to the T-SAPO for consideration.
 - ii. Employees recommended by PASS must meet the technical requirements, if any, identified by the T-SAPO.
 - iii. The Agency will consider the list of recommendation(s) submitted by PASS. If the Agency does not intend to select an employee from the initial list, PASS will be provided an opportunity to submit an additional list of recommendations to the T-SAPO. The Agency will notify PASS of its final selection(s). The Agency will coordinate the release of the analyst(s) with the appropriate Service Area(s).
 - iv. If the Agency decides to remove a bargaining unit employee from an analyst position it will provide notice to PASS and the employee as to the reasons for the decision. PASS will be given a reasonable opportunity to respond to that notice. If the employee is removed, the position will be filled in accordance with this Section.
 - v. Upon implementation of this MOA, the PASS bargaining unit employees

currently designated as analysts will continue serving in this capacity.

- d. T-SAP Steering Committee.** The Steering Committee is a three-member group comprised of an executive representative from ATO and AOV and a representative from PASS, tasked with oversight of T-SAP. A Steering Committee member is excluded from also being an ERC member. Within fourteen (14) days subsequent to the implementation of this MOA, the Parties will designate in writing their T-SAP Steering Committee representative. The PASS representative shall be granted official time, if otherwise in a duty status, for all T-SAP Steering Committee activities. The Committee will meet at least quarterly unless mutually agreed upon otherwise. The Committee will operate as follows:
- i. The Committee will conduct a periodic review of the progress of T-SAP, examining significant trends and resolution of any outstanding T-SAP aviation safety concerns.
 - ii. Upon request of an ERC member, the Committee will review and by consensus reconcile a report when the ERC is unable to reach consensus. The review will be limited to an assessment of the ERC's overall effort to reach consensus on the report. The Committee will either 1) remand a report back to the ERC for further discussion and effort; 2) conclude that the ERC exhausted all reasonable efforts to reach consensus and the report will be excluded; or 3) any other action deemed appropriate by the Committee.

Section 6. ERC PROCESS.

- a. The ERC will convene not less than twice per month, as scheduled by the ERC with the approval of the T-SAPO. If the ERC determines additional meetings are required to satisfy the work requirements of the program, including need to acquire time-critical information, additional meeting(s) may be scheduled by the ERC with the approval of the T-SAPO.
- b. The ERC will determine the location and date(s) of each meeting, in consultation with, and the budgetary approval of, the T-SAPO, prior to the commencement of the meeting. The T-SAPO will provide an up to date list of new reports and open reports. ERC representatives are expected to attend in person or by any other means the ERC deems appropriate, with the approval of the T-SAPO. T-SAP meetings may be held in person, via telephone or video teleconference (VTC/GTM) or any combination of these options dependent on report volume and budgetary requirements.
- c. The ERC will review and analyze the list of new and open reports and will make its decisions involving T-SAP aviation safety concerns by consensus. ERC representatives are expected to review all new and open reports prior to the commencement of the meeting. Under T-SAP, consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe a particular decision or recommendation is the most desirable

solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of aviation safety. In order for this concept to work effectively, each ERC representative shall be empowered to make independent decisions within the context of the ERC discussions on a given report, in conformance with this MOA. The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action that should be taken as a result of the report. The corrective action process would include working the aviation safety concerns with the appropriate stakeholders that have the expertise and responsibility for the safety area of concern. The consensus decision-making process relies on the ability of each ERC member to represent their organization to the best of their ability without any outside interference. In the event there is not a consensus of the ERC on decisions concerning a report and upon request from one ERC member, the ERC will utilize a facilitator to assist in gaining consensus. If the ERC remains unable to reach consensus, the report will be forwarded to the Steering Committee if requested by at least one ERC member.

- d. For reports related to aviation safety, including reports involving possible noncompliance with directives, the ERC will analyze the report, conduct interviews of reporting specialists, and gather additional information concerning the matter described in the report, as necessary.
- e. The ERC should make recommendations to AJW and other Lines of Business (LOBs) for corrective action for systemic aviation safety concerns. For example, such corrective action might include changes to procedures, standard operating procedures, or modifications to the training curriculum. Any recommended changes that affect AJW or other LOBs will be forwarded through the T-SAPO to the appropriate LOB for consideration and comment, and if appropriate, implementation. The FAA will work with PASS in its development of appropriate corrective action(s) for systemic aviation safety concerns. If such actions are subject to bargaining, the Parties will negotiate in accordance with Article 70 of the CBA. Any recommended corrective action that is not implemented should be recorded along with the reason it was not implemented.
- f. While all reports will not warrant a corrective action, the data contained within an accepted report will be included in the T-SAP database to support future trend analysis. For those reports that do warrant a corrective action, the corrective action process would include identifying the aviation safety concern with the appropriate stakeholders that have the expertise and responsibility for the safety area of concern. If a report is excluded, the report will be purged from the system after the reason for exclusion has been captured.
- g. All reports shall be fully evaluated and, to the extent appropriate, investigated. The ERC shall not be restricted from requesting specific remedies or corrective actions within the terms of this MOA.

- h. Investigations by the ERC may include, but are not limited to, interviews of reporting specialists, supervisors, management officials and other efforts to gather additional information concerning the matter described in the report, as necessary.
- i. The ERC may utilize T-SAP Information Request (TIR) to obtain information. This is a written document sent by the ERC soliciting information relating to an identified potential safety concern. It is intended to allow direct communication at the appropriate levels and provide the ERC with critical data from various parties. A TIR is delivered electronically via the T-SAP Program Office, and are directed to the appropriate Office of Primary Responsibility (OPR).
- j. The ERC may issue a corrective action request (CAR). This is a formal request initiating action to resolve an identified safety concern. A CAR informs the recipient of an identified aviation safety concern providing specific information to the responsible organization, and may provide specific recommendations. For example, recommendations may include changes to directives, adjustment of timelines, formation of a workgroup, changes to the national/local training curriculum.
- k. Any corrective action recommended by the ERC for a report accepted under T-SAP must be completed to the satisfaction of all members of the ERC. If the LOB fails to complete the recommended corrective actions, the aviation safety concern will be referred to AOV and/or the T-SAPO for further action, as appropriate. The ERC will be updated as to the status of the aviation safety concern. If the LOB fails to complete the recommended corrective action to the satisfaction of all members of the ERC, the aviation safety concern will be elevated to the next level within the applicable LOB for resolution.

Section 7. JURISDICTION.

- a. **Acceptance of a T-SAP Report.** An employee's T-SAP report is considered accepted after a consensus decision by the ERC is reached in conformance with this MOA identifying that a report meets program criteria. Each ERC member has a duty to apply the acceptance and exclusion criteria in conformance with this Agreement.
- b. **Categories of T-SAP Report Handling.** A report submitted by a covered employee will either be accepted or excluded, based upon the criteria contained within this Section. Any report that is excluded, the Report ID will be retained and the synopsis of the risk and reason for exclusion will be captured within the system for the report.
 - i. **Criteria for Exclusion.**
 - 1. Reported aviation safety concern involving criminal activity, substance abuse, controlled substances, alcohol, or falsification. The FAA may use the content of such reports for enforcement purposes and will refer such reports to an appropriate FAA office

and/or law enforcement agency;

2. Reports that are not actually or potentially connected to aviation safety;
3. Reports of any unsafe/unhealthful working condition, including reports of injury, that are not connected to aviation safety;
4. Reports initially accepted that are either open or closed where it is determined after investigation and/or evidence obtained outside of an investigation reveals the report should have been excluded for one of the reasons described in this subsection;
5. Reports not submitted within the timeframes set forth in [Section 4c](#) of this MOA, unless the ERC reaches a consensus to accept. These reports will be reviewed on a case-by-case basis of facts;
6. A report that was initially accepted where the submitter subsequently failed to successfully complete a corrective action requested or recommended by the ERC, unless the ERC reaches a consensus to the contrary; or
7. A report for which the ERC and, in turn, the Steering Committee fails to reach consensus on a decision based on a proper application of this MOA.

- ii. If upon completion of subsequent investigation, it is determined that a report was not validly excluded, the report will be referred back to the ERC for a determination of acceptance under T-SAP.

c. Referral of Excluded Reports Related to Occupational Safety and Health (OSH).

A report filed in T-SAP that discloses an unsafe/unhealthful working condition that is not connected to aviation safety will be administered through the agency's OSH program. This type of report will be forwarded to the appropriate agency official with a copy to the PASS National Safety Representative.

The submitter will be notified that the ERC concluded that the unsafe/unhealthful working condition identified was excluded and T-SAP will not be processing the report. The communication will notify the submitter that his/her OSH issue was reported to the proper agency official for appropriate consideration and resolution. Upon completing this notification, the report and related information will be excluded from T-SAP.

d. Reports Related to Physical Security and/or Cyber-Security Concerns. The Agency retains its internal security rights related to a report filed in T-SAP that

discloses an aviation safety concern with a connection to security. This right may impact the processing of reports including responding to TIRs and formulating CARs.

e. Compound Report.

- i. The Parties recognize that certain reports may include an unsafe/unhealthy working condition and an observation/experience that has potential impact on aviation safety. In these cases, the aviation safety component of the compound report will be accepted, provided the report otherwise meets the acceptance criteria of this MOA. The OSH component of the compound report will be forwarded to the appropriate agency official with a copy to the PASS National Safety Representative.

The T-SAP intake portal will allow an employee submitting a T-SAP report to indicate whether the filed report contains information regarding an unsafe/unhealthy working condition, and whether or not the employee desires the report to be filed anonymously.

The T-SAPO will forward the contents of excluded reports of unsafe/unhealthy working conditions to the appropriate Agency officials in accordance with Agency policy and government wide regulations regardless if the submitter identifies that the report concerns an unsafe or unhealthy working condition upon submission.

- f. Notwithstanding the release of data described within this MOA, the data from excluded reports will be expunged from T-SAP.

Section 8. USE OF THE T-SAP REPORT. No part of the submitted report, in part or in whole, will be used to initiate or support any disciplinary action, or as evidence for any purpose or to support any credentialing or punitive action, except as provided in this Agreement. The agency will not retaliate against employees for utilizing the processes under this Agreement. The protections in this subsection go into effect upon the employee submitting their report, unless and until excluded under the terms of this Agreement.

Section 9. EMPLOYEE FEEDBACK. The ERC by consensus will provide regular feedback to the employees in collaboration with the TSAPO. A quarterly report will be published covering the number of reports received, the number of reports accepted and rejected, a list of the cumulative top five aviation safety concern raised, and corrective action recommendations and Corrective Action Plan results. This report may be published on a designated T-SAP page of the FAA Employee Website. Any employee who submitted a report may also contact the T-SAPO to inquire about the status of his/her report. In addition, each employee who submits a report accepted under T-SAP will receive individual feedback on the final disposition of the report.

Section 10. CONFIDENTIALITY. The intent of the T-SAP is to protect the identity of the employee reporting an aviation safety concern. Every effort will be made to maintain

the employee's confidentiality for reports within the terms of this MOA. Employee names and other identifying information will be redacted prior to review by the ERC, or posting it on the T-SAP website.

Section 11. INFORMATION AND TRAINING. The details of T-SAP will be made available to all employees and their supervisors in a collaborative manner amongst the Parties. Each covered employee and manager will receive written guidance developed by the Parties outlining the details of the program in a timely manner but no less than 2 weeks before the program is reinstated. All new-hire employees will receive training on the program during initial training.

Within forty-five (45) days subsequent to the implementation of this MOA, the Parties will meet to discuss training needs and to formulate a plan to deliver training to employees covered by this MOA, subject to the Agency's budgetary requirements.

Section 12. RECORDKEEPING. All documents and records regarding this program will be kept by the T-SAP Program Office in a manner that ensures compliance with applicable directives and law and made available to the Parties of this Agreement at their request.

Section 13. ADMINISTRATIVE MANUAL. Within ninety (90) days from the signing of this MOA the Parties shall meet to continue collaborating on the development of an Administrative Manual. This manual should be completed within ninety (90) days from the first meeting.

Section 14. REVIEW PROCESS. T-SAP is subject to review and renewal by the Parties twelve (12) months from the signature to this Agreement. Thereafter, T-SAP will be subject to review and renewal every twenty-four (24) months.

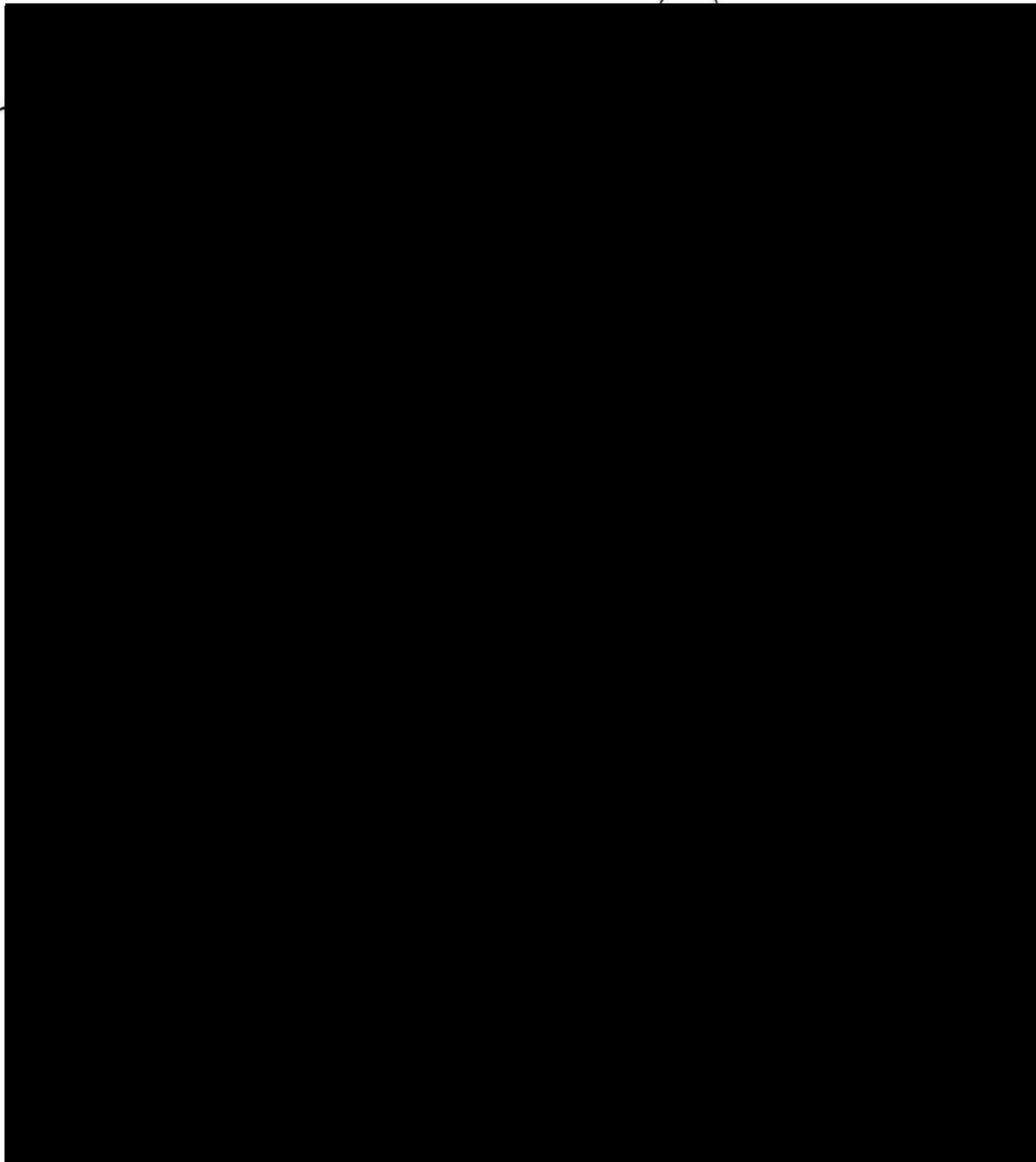
Revisions to this MOA shall be made by mutual agreement of the Parties. In the event of termination or modification of T-SAP, no employee will be adversely affected who acted in reliance on the terms of the program in effect at the time of report submission.

Section 15. IMPLEMENTATION. Upon implementation of this MOA, the T-SAP intake will be operational for the purpose of T-SAP reporting. The T-SAPO will make all necessary software changes to ensure compliance with Agency Directives, ICAO guidance, and this MOA. Future software changes and adaptations of the software will be through a collaborative effort between the Agency and PASS.

Section 16. DURATION. This MOA shall be effective upon completion of Agency Head Review or thirty (30) days after it has been signed by the Parties, whichever comes first, and shall remain in effect for the full term of the Parties' successor collective bargaining agreement.

For the Agency:

For the Union:

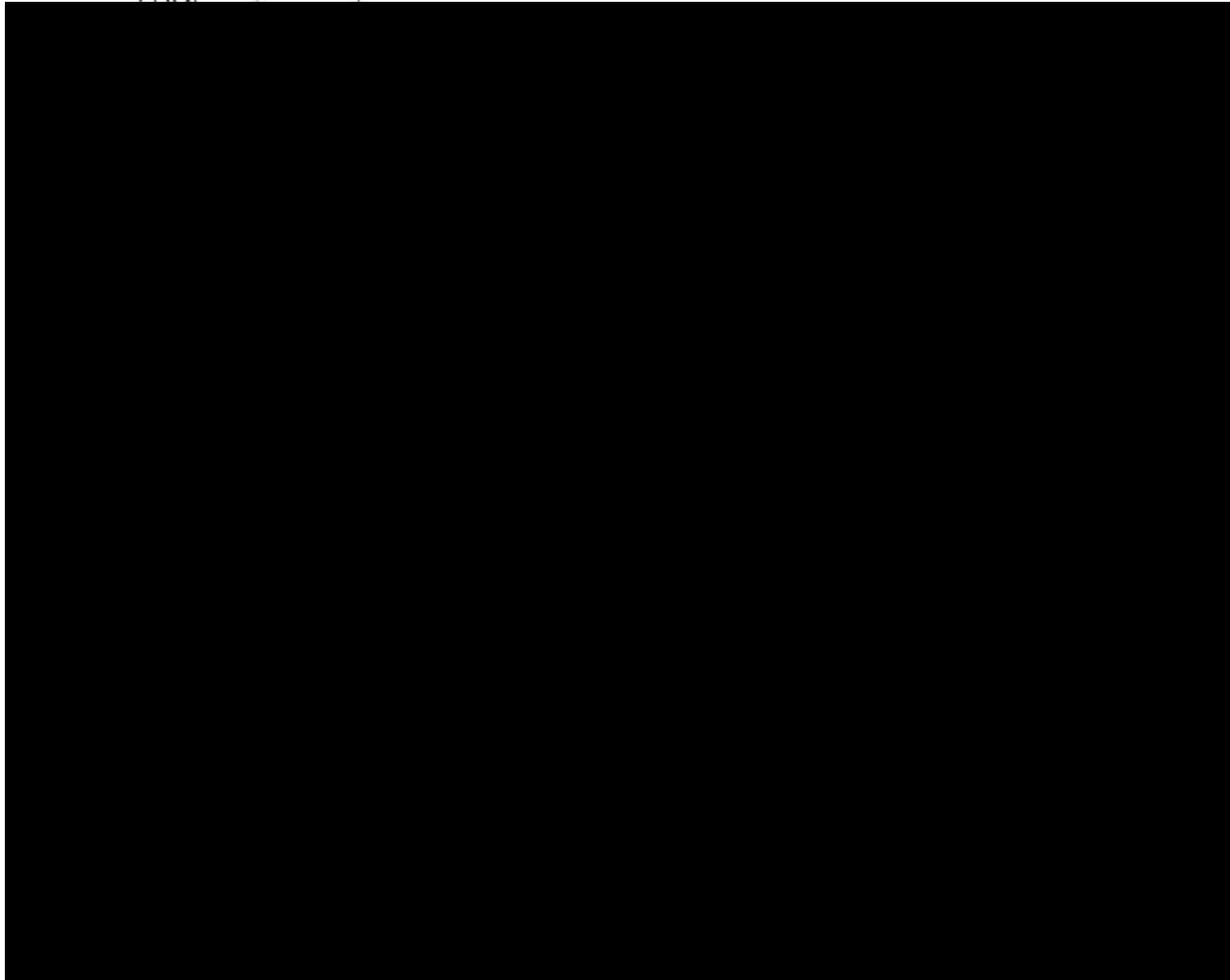


**Memorandum of Agreement
between the
Federal Aviation Administration (FAA)
and the
Professional Aviation Safety Specialists (PASS)
Regarding
NAS Technical Event Line (NTEL)**

This Agreement is made between the Professional Aviation Safety Specialists (“PASS” or “the Union”) and the Federal Aviation Administration (“FAA” or “the Agency”), collectively known as “the Parties.” This agreement represents the complete understanding between the Parties concerning all issues regarding the planning, implementation and utilization of the NTEL.

1. Prior to the implementation of NTEL, the parties agree to establishing a national workgroup to develop a national Standard Operating Procedure (SOP) for the NTEL within 45 days of signing this agreement. At a minimum, this SOP will develop a list of the types of significant events, as defined in Order 6040.31, to be communicated on NTEL, the procedures for communicating on NTEL, and a method of tracking issues that may arise with the process. The Parties shall have sixty (60) days to draft the SOP.
2. PASS will designate one Article 13 Representative for the workgroup, from each of the following: OCC, ECC, ARTCC SOC, large TRACON SOC, EDS, NOCC and NEMC SOC. A management representative shall be appointed from each of these organizational elements to pair with their PASS counterpart. From the participating members, PASS and the Agency will each designate one to act as the Team Lead.
3. The national SOP workgroup will operate through consensus. Any issue that cannot be resolved within the workgroup will be elevated to the team leads for resolution.. If the Team Leads are unable to resolve the issue, the Parties will handle through bargaining in accordance with the Parties’ collective bargaining agreement (CBA).
4. The national SOP shall be reviewed by all participating organizations at the local level by the local PASS representative and manager to ensure there are no site specific impediments to implementation. Any impediments identified by the local pair will be resolved and published as a local addendum to the national SOP.
5. The national workgroup will sunset at the implementation date of the NTEL line. Six months following implementation, the Team Leads will meet to discuss any issues that have been identified by the Parties with respect to the SOP.
6. The agreed to SOP will be attached to this MOA. If changes to the SOP become necessary, such changes will be bargained in accordance with the Collective Bargaining Agreement (CBA).

This agreement shall be effective upon completion of agency head review or within thirty (30) days of the signing of the document, whichever comes first. It shall run concurrent with the 2012 Agreement between PASS Technical Operations and the FAA.



**Memorandum of Agreement
between the
Federal Aviation Administration
and the
Professional Aviation Safety Specialists (AFL-CIO)**

Re: Supplemental Differential Payments for Specific Employees, Nantucket, Massachusetts

The Federal Aviation Administration (“FAA” or “Agency”) and the Professional Aviation Safety Specialists (AFL-CIO) (“PASS” or “Union”), hereinafter referred to as the Parties, voluntarily and without coercion enter into the following memorandum of agreement (“Agreement” or “MOA”) pertaining to the reinstatement of supplemental differential payments to specific PASS bargaining unit employees permanently assigned to the duty station of Nantucket, Massachusetts.

Section 1. This MOA applies specifically to the following employees:

WILLIAMS, Clifford - Airway Transportation Systems Specialist, FV-2101-
WILLIAMS, Harold - Airway Transportation Systems Specialist, FV-2101-H

Section 2. The Agency agrees to provide the employees listed above a supplemental differential payment of ten percent (10%) of Base Pay, paid in bi-weekly installments, retroactive to pay period 2017-01. This payment is not considered premium pay nor is it part of an employee’s rate of Base Pay for any purpose.

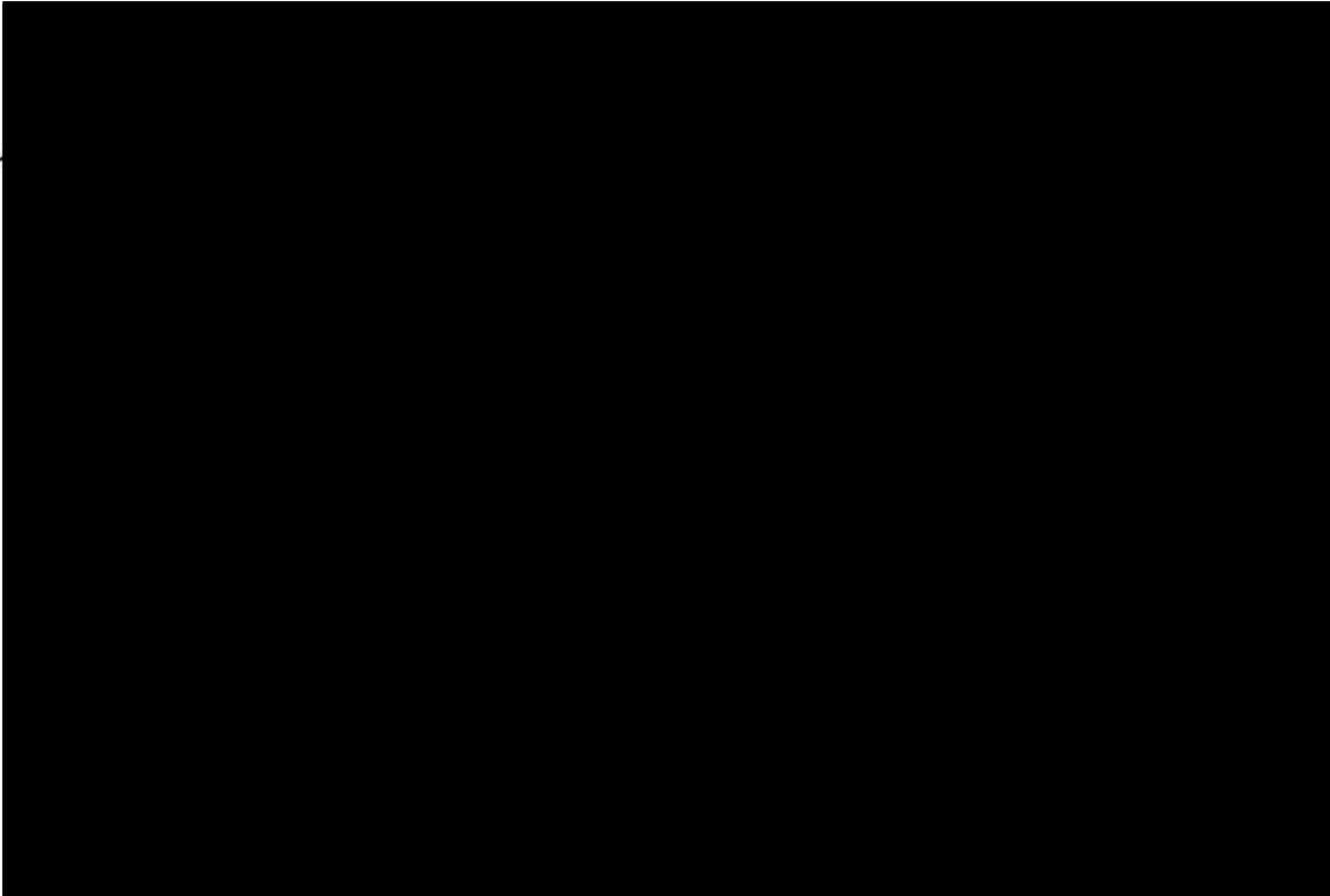
Section 3. The supplemental differential payment will be paid in installments, with each installment being paid upon completion of a biweekly pay period of service at the duty station.

Section 4. The Agency may terminate the supplemental differential payment at any time based on the management needs of the Agency. The employee(s) will be notified in writing. The termination or reduction of payment is not grievable or appealable.

Section 5. DURATION. This MOA shall be effective upon completion of Agency Head Review or thirty (30) days after it has been signed by the Parties, whichever comes first, and shall remain in effect for the full term of the Parties’ 2012 collective bargaining agreement, subject to Section 3 of this MOA.

For the Agency:

For the Union:



APPENDIX III - #16 HRPM ER-4.1 (7/3/2017)

MEMORANDUM OF AGREEMENT

Between the
Professional Aviation Safety Specialists (PASS) AFL-CIO
(Union)
and the
Federal Aviation Administration (FAA)
(Agency)
Regarding
HRPM ER-4.1 Standards of Conduct

This Memorandum of Agreement (MOA) is made and entered into by and between the Professional Aviation Safety Specialists (PASS) and the Federal Aviation Administration (FAA) concerning the Agency's proposed HRPM ER-4.1, Standards of Conduct. This MOA covers all PASS bargaining unit employees in ATO, AVS and Mission Support.

Section 1. The Parties acknowledge that in the case of a conflict between any PASS collective bargaining agreement (CBA) and the HRPM ER-4.1, Standards of Conduct, the CBA shall rule.

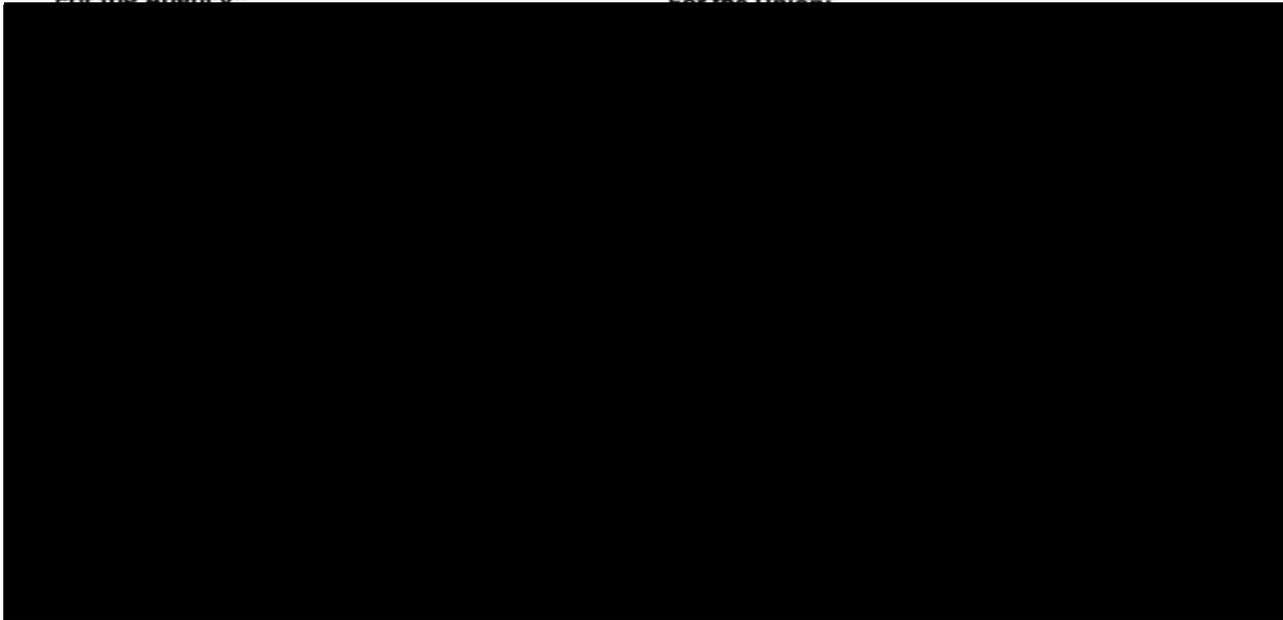
Section 2. The obligation for employees to report unsafe air traffic occurrences or safety violations only pertains to events occurring while on duty.

Section 3. The Parties acknowledge that the Agency's policy also prohibits discrimination on the basis of political affiliation and marital status.

Section 4. This MOA shall be effective upon completion of Agency Heard review or thirty (30) days after it has been signed by the Parties, whichever occurs first. It shall remain in effect for the life of the successor to the Parties' 2012 & 2013 CBAs.

For the Agency:

For the Union:



Human Resources Policy Manual (HRPM)

Volume 4: Employee Relations

ER-4.1

Standards of Conduct

This Chapter applies to: (1) Non-bargaining unit employees/positions (2) bargaining unit employees/positions, except those employees/positions where any bargaining obligation has not been met or where the applicable collective bargaining agreement contains conflicting provisions.

Chapter established: 08/11/2000

This version effective: 06/05/2017

Background information: No policy changes are intended with the reissuance of this policy chapter. However, some updates are needed to clarify or remove incorrect information.

Revisions were made to:

- Update the chapter to comply with HRPM formatting and plain language requirements, where feasible.
- Provide the list of applicable authorities governing the standards of conduct for FAA employees.
- Update outdated references and hyperlinks to FAA Orders and the Office of Government Ethics' and Office of Personnel Management's guidance for standards of ethical conduct for Federal employees.
- Remove and replace references to operational deviation and error (see paragraph 7i and 11f).
- Add information to establish a nexus between these Standards of Conduct and employee use of social media (see paragraph 7m).
- Add a clarifying statement regarding an employee's limited or incidental personal use of the agency's systems, internet, email or office equipment in accordance with [FAA Order 1370.121 FAA Information Security and Privacy Program & Policy](#), Appendix 33.
- Add a clarifying statement regarding the prohibition of use of marijuana by Federal employees regardless of any state law (including the District of Columbia) which may permit legal use of marijuana (see paragraph 19b).

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1. Purpose
 2. Scope
 3. Authorities
 4. Definitions
 5. Roles and Responsibilities
 - a. Office of the Chief Counsel
 - b. Office of Human Resource Management
 - c. FAA Managers
 - d. Employees
 6. Guiding Principles
 7. General Conduct Expectations
 8. Safeguarding and Use of Information, Documents, and Records
 9. Safeguarding Public Funds
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- 27. Borrowing and Lending Money
- 28. Accepting Notarial Fees
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- 30. Accepting Gifts
- 31. Outside Employment and Financial Interests
- 32. Reporting Violations

1. Purpose. This chapter establishes the standards on employee responsibilities and conduct for employees of the Federal Aviation Administration (FAA), U.S. Department of Transportation. This guidance outlines the basic obligation of public service and the principles of ethical conduct as an employee of the United States Government. Although it addresses many ethics and conduct requirements, it is not intended to cover all possible situations.

2. Scope. This policy chapter covers all employees and is designed to encourage employees to maintain a level of behavior and performance that will promote the efficiency of the Federal service and

conform to accepted ethical principles. Employees (including their spouse and minor children) are subject to additional ethical and financial disclosure requirements **not** covered in this policy (see [5 CFR, Part 6001, Supplemental Standards of Ethical Conduct for Employees of the Department of Transportation](#)).

3. Authorities. Although Section 347 of the Department of Transportation and Related Agencies Appropriation Act of 1996, Pub. L. 104-50 (1995), exempted the FAA from most provisions of Title 5, United States Code (U.S.C.), there are certain provisions that were not excluded from coverage with the implementation of the personnel management system. This chapter should be used with the applicable authorities as follows:

- a. [Title 5, United States Code \(USC\), Chapter 73, Suitability, Security and Conduct](#)
- b. Executive Order (E.O.) 12674 as modified by [E.O. 12731](#), Principles of Ethical Conduct for Government Officers and Employees (includes regulations and opinions promulgated by the Office of Government Ethics)
- c. [5 Code of Federal Regulations \(CFR\), Part 2635, Standards of Ethical Conduct for Employees of the Executive Branch](#)
- d. [5 CFR, Part 6001, Supplemental Standards of Ethical Conduct for Employees of the Department of Transportation](#)
- e. [FAA Order 3750.7 \(series\) Ethical Conduct and Financial Disclosure Program](#)

4. Definitions.

- a. **Adverse personnel action** is a suspension, an involuntary reduction in pay or grade (this includes an involuntary reduction in pay band level), a furlough of 30 days or less (but not including placement in a non-pay status as the result of a lapse of appropriations or an enactment by Congress) or removals (see [ER-4.2 Maintaining Discipline, paragraph 3](#)).
- b. **Corrective action** includes any action necessary to remedy a past violation or prevent a continuing violation of these standards of conduct, including but not limited to restitution, change of assignment, disqualification, divestiture, termination of an activity, waiver, the creation of a diversified or blind trust, or counseling.
- c. **Disciplinary action** is an action issued to an employee based on misconduct. It can range from a letter of reprimand up to a suspension of 14 days or less (see [ER-4.2 Maintaining Discipline, paragraph 3](#)).

5. Roles and Responsibilities.

a. Office of the Chief Counsel:

- (1) Responsible for the initial and on-going education of employees on the principles of the ethical standards of conduct and financial disclosure.
- (2) Works with the Office of Communications to provide periodic reminders to employees about the standards of conduct and other ethical topics.

b. Office of Human Resource Management:

- (1) Provides information to employees and managers on where to direct questions regarding the standards of conduct and the requirements set forth in the policy.

- (2) Issues periodic notices (electronically or by hard copy) to managers regarding their responsibilities to remind employees about the standards of conduct and their responsibilities for maintaining high standards of ethical conduct to comply with the requirements of this policy.
- (3) Provides advice, guidance and counsel (primarily through the Office of Labor and Employee Relations (LER), Headquarters (HQ) and Regional Operations offices) to managers in the administration of employee relations programs.

c. FAA Managers:

- (1) In addition to the responsibilities described in paragraphs 6 and 7 below, managers, after consulting with their servicing LER Headquarters (HQ) or Regional Operations office, apply the FAA's conduct and discipline program to employees under their supervision.
- (2) Provide positive leadership and serve as role models for their subordinates by demonstrating a commitment and sense of responsibility to their job and compliance with this policy.
- (3) Remind employees (at least on an annual basis) of their obligation to review and comply with the standards of conduct addressed in this policy including, as appropriate, the [Standards of Ethical Conduct for Executive Branch Employees, 5 CFR Part 2635](#), transmitted by [FAA Order 3750.7 \(series\) Ethical Conduct and Financial Disclosure Program](#).
- (4) Verify that required financial disclosures are filed and mandatory annual training regarding ethical conduct and financial disclosure is completed by obligated employees.
- (5) Treat employees with dignity, respect and in a fair and equitable manner in conformance with the FAA Model Equal Employment Opportunity (EEO) Program. Communicate to their staff that they will not tolerate or condone discrimination, or the appearance of discrimination, on the part of any employee.
- (6) Notify (promptly) their [Security Servicing Element \(SSE\)](#) and their servicing LER HQ or Regional Operations office, of known or suspected violations of the law (including suspected criminal activity) on the part of employees. In accordance with [FAA Order 1600.1 Personnel Security Program](#), report any information that would raise doubts about an employee's continued eligibility for access to classified information.
- (7) Adhere to, fully support and comply with all DOT and FAA regulations, policies and programs. Take necessary corrective action or a disciplinary or adverse personnel action when employees under their supervision commit offenses in violation of law, regulations, policies or programs.

d. Employees:

- (1) Must adhere to this policy and observe basic on-the-job rules as described in this policy.
- (2) Become familiar with the standards of conduct and their responsibilities for adhering to the requirements set forth in this policy and other governing provisions (see paragraph 3 – Authorities).

6. Guiding Principles. An employee's conduct on the job has a direct bearing on the proper and effective accomplishment of official duties and responsibilities. Employees are expected to approach their duties in a professional and businesslike manner and maintain such an attitude throughout the workday. It is also expected that employees will maintain a professional decorum at all times while in a temporary duty travel status or otherwise away from their regularly assigned duty location, such as when teleworking, whether at home or at an alternative worksite, or attending training. Employees, who enter

Government work space, even when not on duty, must maintain a professional attitude and decorum. Those employees in direct contact with the public bear a heavy responsibility as their conduct and professionalism significantly impacts the image of the Federal service and the FAA.

Employees must maintain high standards of honesty, integrity and impartiality, and conduct themselves in a manner which will ensure that their activities do not discredit the Federal Government and the FAA.

Employees are also expected to conduct themselves off-duty in a manner which will not adversely reflect on the agency's ability to discharge its mission, cause embarrassment to the agency by the employee's activity or behave in a manner that will cause the public and/or managers to question their reliability, judgment and trustworthiness in carrying out their responsibilities as employees of the Federal Government.

7. General Conduct Expectations. All employees are responsible for conducting themselves in a manner which will ensure that their activities do not discredit the Federal Government and the FAA. Employees must observe the following basic on-the-job rules:

- a.** Maintain regular attendance, report for work on time and in a condition that will permit performance of assigned duties (i.e., wear appropriate clothing and/or outfitted with required tools or equipment; free from any effects of alcohol and/or drugs that impair job performance or conduct; physically fit as needed by job requirements; and in a mentally alert condition to perform the duties of his/her position).
- b.** Render full and industrious service in the performance of assigned duties. Employees are to keep their manager fully apprised of the status of assignments in an effort to ensure an efficient workflow.
- c.** Respond promptly to, and fully comply with directions and instructions received from their manager or other management officials.
- d.** Exercise courtesy and tact at all times in dealing with fellow workers, managers, contract personnel and the public. Employees must treat everyone with dignity and respect, and support and assist in creating a productive and hospitable work environment. They are obligated to avoid disrespectful, abusive or other inappropriate behavior toward other personnel, management officials and customers.
- e.** Maintain a clean and neat personal appearance to the maximum practicable extent during working hours. Employees are expected to dress appropriately in clothing that communicates professionalism appropriate to the position held. Individual decisions related to work attire should reflect sound and professional judgment.
- f.** Safeguard and handle appropriately all classified information and unclassified information that should not be given general circulation as provided for in [FAA Order 1600.2 Classified National Security Information](#) and [FAA Order 1600.75 Protecting Sensitive Unclassified Information](#).
- g.** Conserve, protect and assure appropriate use of Federal funds, time, property, equipment, materials, information and personnel (both Federal and contract).
- h.** Observe and abide by all laws, rules, regulations and other authoritative policies and guidance. Employees will familiarize themselves with the Standards of Conduct contained in this Human Resources Policy Manual (HRPM), as well as, the Standards of Ethical Conduct for Executive Branch Employees, 5 CFR Part 2635, transmitted by [FAA Order 3750.7 \(series\) Ethical Conduct and Financial Disclosure Program](#).
- i.** Immediately report known or suspected violations of law, regulations or policy through appropriate channels and fully participate in inquiries. Including, but not limited to:

- Any personal violation that has the possibility or appearance of impacting on the employee's position.
- Report unsafe air traffic occurrences (i.e., accidents or incidents).

j. Uphold with integrity the public trust involved in the position to which assigned.

k. Observe and abide by prohibitions against any violent, threatening, harassing and/or confrontational behaviors towards others, as well as prohibitions on discrimination and misconduct of a sexual nature.

l. Update contact information (i.e., any change in address and/or telephone number) and emergency contact information as soon as possible.

m. Ensure that personal social media activities comply with the requirements of the Standards of Conduct and as reflected in agency supplemental guidance (see [ER-4.1a Use of Social Media by FAA Employees](#)).

8. Safeguarding and Use of Information, Documents, and Records. Employees must ensure the proper handling of Government records and must not disclose or discuss any sensitive unclassified information (SUI) (see [FAA Order 1600.75 Protecting Sensitive Unclassified Information](#)). SUI includes any unclassified information, in any form (i.e., print, electronic, etc.) that must be protected from uncontrolled/unauthorized release to persons inside or outside the FAA.

The FAA generally handles four types of information: For Official Use Only (FOUO); Sensitive Security Information (SSI); Sensitive Homeland Security Information (SHSI); and Protected Critical Infrastructure Information (PCII). Such information may not be released unless specifically authorized to do so, or as required, on a "need-to-know" basis, in the proper discharge of official duties. Examples of such information include drug and alcohol testing information (e.g., random testing schedules), EEO matters (e.g., complaints, settlement/resolution agreements, etc.), Personally Identifiable Information (PII) or information covered under the Privacy Act.

Classified information must not be disclosed to anyone who does not have the appropriate security clearance, and does not have a need to know. Employees must immediately report any improperly stored material. Employees who are not appropriately cleared, who do not have a "need to know," and who have not signed a non-disclosure agreement must not access to classified material in accordance with the requirements set forth in [E.O. 13526 Classified National Security Information \(December 29, 2009\)](#), and also referenced on the Standard Form (SF) 312 - Classified Information Nondisclosure Agreement. For additional information, see also [FAA Order 1600.2 Classified National Security Information](#).

In addition, employees must **not**:

- a. Divulge any official information obtained through or in connection with their Government employment to any unauthorized person or organization.
- b. Release any official information in advance of the time prescribed for its authorized issuance.
- c. Use, or permit others to use, any official information for private purposes that is not available to the general public.
- d. Remove official documents or records from files for personal or inappropriate reasons. Falsification, concealment, mutilation or unauthorized removal of official documents or records, either hard copy or automated, is prohibited by law. Any employee who knowingly provides inaccurate information strikes at the heart of the employee-employer relationship and impeaches the employee's reliability, veracity, trustworthiness and ethical conduct. Employees occupying safety- or security-sensitive positions and/or testing designated positions (TDP) are held to a higher standard when

completing official documents directly related to the safety of the national airspace system (NAS), such as FAA Form 8500-8, Application for Airman Medical Certificate or SF- 86, Questionnaire for National Security Positions.

e. Disclose any Personally Identifiable Information (PII) or information contained in Privacy Act records, except as provided in [FAA Order 1370.121 FAA Information Security and Privacy Program & Policy](#), which implements the various laws, regulations and mandates as it relates to privacy within the FAA. Individuals who demonstrate egregious disregard or a pattern of error in safeguarding PII will have their authority to access information or systems removed.

9. Safeguarding Public Funds. Employees whose duties involve the expenditure of public funds must have knowledge of and observe all applicable legal requirements and restrictions. In addition, employees are expected to be prudent and exercise sound judgment in the expenditure of such funds.

a. Unauthorized commitments: Only contracting officers and other designated employees, acting within the scope of their authority, may enter into contracts or other agreements and expend funds on behalf of the Government. An agreement that is entered into by an FAA employee who does not have the authority to enter into agreements on behalf of the FAA is an unauthorized commitment. Unauthorized commitments are a serious violation of fiscal law and statutes. Persons who enter into unauthorized commitments will be held accountable. Managers must make every effort to prevent unauthorized commitments and must consider whether discipline is appropriate for an employee who enters into an unauthorized commitment regardless of whether the procurement action is later ratified (see [Section 3.1.4 Contracting Authority of the Acquisition Management Policy](#), or [Section T3.1.4 Delegations of the FAA Procurement Toolset Guidance](#)).

b. Personal services contracts: An employee cannot award or be involved in the award or administration of personal services contracts unless specifically authorized in accordance with the policy and guidelines contained in the FAA Acquisition Management System. Additionally, employees must avoid all appearances of improper association with contract personnel. A personal services contract is a contract that, by its expressed terms or as administered, establishes what is tantamount to an employer-employee relationship between the Government and the contractor's personnel. Such a relationship is created when the Government exercises relatively continuous supervision and control over the contractor personnel performing the contract (see [Section 3.8.2.3 Personal Services Contracts of the Acquisition Management Policy](#), or [Section T3.8.2 Service Contracting of the FAA Procurement Toolset Guidance](#)). If a legal determination is required, contact the Office of Chief Counsel.

c. Disclosure of proprietary or source selection information: A procurement official or other employee who is given authorized or unauthorized access to proprietary or source selection information regarding procurement(s) must not disclose such information directly or indirectly to any person other than a person authorized to receive such information by the Administrator or the contracting officer. An employee, who does not know whether information is proprietary or source selection information, or who does not know whether he or she may disclose or receive such information, has an affirmative obligation to verify with the contracting officer or the Procurement Legal Division whether the information is proprietary or source selection sensitive (see [Section 3.1.6, Disclosure of Information of the Acquisition Management Policy](#), or [Section T3.1.6 Non-Disclosure of Information of the FAA Procurement Toolset Guidance](#)).

10. Use of Federal Equipment, Property, Time, Funds and Personnel. FAA equipment, property, time, funds/Governmental monies or personnel, including but not limited to stenographic, typing and word processing assistance, computer hardware, software, telecommunication capabilities, cellular communication devices and services, tablets, duplicating services, mail services (internal and external) or chauffeur services are for official FAA business, or officially approved or sponsored activities. Except, the FAA authorizes limited or incidental personal use of its systems, internet, email or office equipment in accordance with [FAA Order 1370.121 FAA Information Security and Privacy Program & Policy, Appendix 33 – Limited Personal Use](#).

a. Telephones: Government telephones, including facility interphones, are provided for use in conducting official business. Employees are occasionally permitted to make authorized personal calls that are considered necessary in the interest of the Government. (For examples of authorized personal calls, see [FAA Order 1830.8 Federal Telecommunications System Calling Cards and General Government Telephone Usage](#).)

b. Personal mail: Employees may not have their personal mail directed to their place of employment; i.e., FAA owned or leased facility (see [FAA Order 1770.11 Mail Management Standards and Procedures](#)).

Note: Exceptions to this restriction may be granted by managers who, in unusual circumstances such as when an employee is on travel over 50 percent of the time or for employees in an overseas post of duty, determine an exception is appropriate.

c. Government mail: The use of U.S. Government-furnished postage, either metered or stamps, for personal benefit or advancement, including application for a Federal position, is prohibited by [18 U.S.C. § 1719](#). Additionally, the use of other mailing services for personal use and paid for by the FAA is prohibited. Employee organizations and their members are also prohibited from using Government or FAA paid mailing services to distribute organizational information or conduct organizational business.

d. Government contractor-issued travel cards: Employees are prohibited from using the Government contractor-issued travel card for personal use. Employees must seek reimbursement of legitimate official business expenses within five working days after completion of a trip or period of travel, or at least once every 21 calendar days if the employee is on continuous travel status. Prompt payment of account balances is mandatory in order to avoid delinquency and embarrassment to the FAA.

Misuse of the travel card includes, but is not limited to (see [DOT's Travel Card Management Policy](#)):

- Failure to timely file a travel voucher resulting in delinquency;
- Failure to pay account balance after reimbursement;
- Obtaining travel advances that exceed expected expenditures;
- Personal use to include ATM withdrawals;
- Delinquency in excess of 60 days;
- Inappropriate purchases of wireless cell devices/services;
- Failure to report the loss of the travel card; and
- Failure to safeguard the Government contractor-issued travel card or PIN resulting in unauthorized use.

e. Government purchase card: All cardholders are responsible for executing proper card transactions within assigned dollar thresholds and in accordance with applicable procedures. The cardholder must safeguard the purchase card and card number and assure that all transactions are supported by appropriate documentation. The cardholder and approving officials are responsible for assuring that the purchase card is not used for prohibited purchases (see [T3.2.6 Purchase Card Programs of the FAA Procurement Toolset Guidance](#) for in-depth information about the use of the purchase card).

f. Computers: All internet and electronic media access (using Government supplied resources) must be consistent with the FAA user's assigned duties and responsibilities (i.e., where required by bona fide duties of the employee's position), or consistent with the official business interests of the FAA. Incidental, non-government use of the internet and Government-owned computers is permissible as long as such use does not interfere with official business and involves minimal additional expense to the Government. Such incidental use must not violate any Federal law and/or

FAA rules, regulations or policies (see [5 CFR 2635, Standards of Ethical Conduct for Employees of the Executive Branch, Subpart G](#), [FAA Order 1370.121 FAA Information Security and Privacy Program & Policy](#), and [ER-4.1a Use of Social Media by FAA Employees](#)). All employees are subject to unannounced periodic monitoring to assure that the employee is not engaging in any activity that would discredit the FAA.

Non-permissible use includes, but is not limited to:

- Seeking, transmitting, collecting or storing defamatory, discriminatory, sexually oriented, or harassing material;
- Propagating chain letters or broadcasting inappropriate or unsolicited messages;
- Concealing or misrepresenting user identity or affiliation;
- Using FAA resources for commercial purposes, financial gain or in support of outside individuals or entities; or
- Engaging in unauthorized fundraising, lobbying or political activities; etc.

g. Passenger carriers: Employees who willfully use or authorize the use of passenger carriers for other than official business will be suspended for at least one month or longer as warranted, or summarily removed from their position and the Federal service, as mandated by [31 U.S.C. § 1349](#) (b). Passenger carriers include a motor vehicle, aircraft, boat, ship or other similar means of transportation owned or leased by the U. S. Government. Employees will also be held accountable for inadvertent misuse of a Government vehicle. In these instances, discipline will be applied in accordance with the Table of Penalties for misuse of Government property (see [FAA Order 4600.27 Personal Property Management](#), for the references to information pertaining to the authorized use of a motor vehicle).

11. Observing Safety Regulations. Employees must observe all rules, signs and instructions relating to personal safety in the workplace (see [FAA Order 3900.19 Occupational Safety and Health Program](#)). In addition to avoiding accidents, employees must report potentially unsafe or unhealthful working conditions and/or practices to their manager or the appropriate safety and health official, and cooperate fully with agency safety staff.

Employees must observe the following safety precautions in facilities or locations where agency business is conducted or where services or operations are performed:

- a. Report an accident involving injury to persons or damage to property or equipment.
- b. Use protective clothing or equipment when required (e.g., use a safety climbing device when one is provided).
- c. Refrain from behavior that may endanger the safety of, or cause injury to, personnel or damage property or equipment through negligence, dangerous horseplay and/or threatening or violent behavior.
- d. Wear a safety/seat belt while operating or occupying a motor vehicle while on official Government business. This includes operating a privately-owned vehicle (POV), Government-owned vehicle (GOV) and contract or leased vehicle (see [DOT Order 3902.9 \(series\) Safety Belt Management Program](#)).
- e. Use a hands-free device when using a cell phone while operating a government-owned, leased or rented vehicle, or any other vehicle (including a privately-owned vehicle) while on official Government business, regardless of whether it is required by state law or in keeping with requirements of the District of Columbia. Abstain from any other unsafe activity while driving a government vehicle, such as text messaging.

f. Report unsafe air traffic occurrences (i.e., accidents or incidents) or safety violations, through direct involvement or observation.

g. Evacuate the premises during a fire alarm/drill or other order to vacate a work site. Abide by the directions of the floor or area warden, safety, security or management official.

12. Absence and Leave.

a. Attendance at work and approvals to use paid/unpaid leave or paid time off: Employees are expected to be dependable and reliable in attendance. Unplanned and frequent absences negatively impact the mission of the FAA and cause disruption to the workplace. Employees must schedule and use available paid leave and paid time off in accordance with established procedures. Employees must obtain prior approval of all absences from duty including leave without pay (LWOP). Employees are required to contact their manager, normally within one hour of the employee's scheduled start time, to request and explain the need for unscheduled leave. Excessive unplanned absences negatively reflect on the employee's dependability and reliability.

b. Use of sick leave: Sick leave cannot be granted for rest, minor inconvenience or in place of annual leave. However, an employee who becomes ill or injured while on approved annual leave may substitute sick leave (see [LWS-8.1, paragraph 11a](#)). Employees must provide sufficient information why sick leave is needed so the manager can determine whether the requested leave can be granted. Failure to provide adequate information will result in denial of the leave. Evidence of frequent unscheduled and/or questionable use of sick leave without medical documentation may result in the employee being placed under the terms of a leave restriction and/or charges of absence without leave (AWOL), and/or failure to follow leave requesting procedures. In accordance with the guidelines outlined in the [Human Resource Policy Manual \(HRPM\), Volume 8: Leave and Work Schedules](#), any absence that is not approved will be charged as AWOL.

c. Tardiness: Tardiness includes delay in reporting to work at the employee's scheduled starting time, returning late from lunch or scheduled break periods and overdue return to the employee's work site after leaving the work station on official business. Unexplained and unauthorized tardiness is prohibited and will be charged to AWOL which can be recorded in one-minute increments. Also, employees will be charged AWOL for unauthorized early departures from the workplace.

13. Giving Statements and/or Testimony.

a. It is the duty and requirement of every employee to give oral and/or signed statements, as directed, to any manager, Special Agent or DOT official conducting an investigation, inquiry or hearing in the interest of the agency. Such statements must be complete and truthful.

b. When directed by the Administrator (or his/her authorized representative), an employee must take an oath or make an affirmation about his/her testimony or written statement before an agent authorized by law to administer oaths, and the employee must, if requested, sign his/her name to the transcript of testimony, affidavit or written statement which the employee provided. No employee may refuse to testify or provide complete and truthful information pertinent to matters under investigation or inquiry.

c. All employees must give complete and truthful information in response to requests received from Congress, the General Accounting Office, the Office of the Inspector General, the Office of Personnel Management or other duly authorized investigative bodies, regarding matters under their jurisdiction. It is FAA policy to fully cooperate with such bodies in the public interest. If the inquiry concerns the employee's front-line manager, employees must notify their middle or senior manager of any such request.

d. Employees will produce any documentation held by the employee relative to any inquiry or investigation. Employees may not discuss their statements or testimony unless permitted by an authorized official.

14. Letters and Petitions to Congress. The use of appropriated funds to influence the consideration of legislation is prohibited by statute ([18 U.S.C. § 1913](#)). However, the right of employees, either individually or collectively, to petition Congress or any member, or to furnish information to any committee or member of Congress is provided by law. While the FAA desires that employees seek to resolve any problem or grievance within the agency, any employee exercising the right to correspond with a member of Congress must be free from restraint, reprisal or coercion. Employees may not use agency facilities, supplies, equipment, personnel and/or duty time to contact a Congressional committee or member of Congress. This includes oral, written and electronic communications.

15. Recording or Monitoring of Telephone Calls or Covert Recording, Videotaping or Monitoring of Conversations, Meetings, etc.

a. **Monitoring phone calls:** Telephone eavesdropping is prohibited. Advance notice must be given whenever another individual is placed on the line for any purpose whatsoever. An advance verbal warning must be given when an automatic recording device or a speaker telephone is used. The use of recording devices, portable or otherwise, on telephones must be for official purposes and generally limited to areas involving air safety such as accident investigations, near-collision reporting, etc. (see [FAA Order 1600.24 Listening-in to or Recording of Conversations on Telephones or Telecommunications Systems](#)).

b. **Unauthorized recordings:** Employees, in the conduct of their official duties, may not use, aid in the use of, or ignore the improper use of, recording, videotaping or monitoring equipment of any kind. Conversations are only recorded for official purposes, and only with the knowledge and consent of all those being recorded.

Covert/secret taping, either audio or video, of any conversation or meeting occurring at the workplace or conversation or meetings off-site that deal with workplace issues and matters of official concern are prohibited. Examples of such meetings are promotion interviews, EEO meetings with a counselor or investigator, meetings between a manager and a subordinate, etc. This prohibition applies regardless of individual state laws which may permit covert/secret tape recording.

c. **Authorized recordings:** The prohibitions do not preclude the use of normal or standard types of recording equipment used openly in areas involving air safety or official investigations, or under circumstances wherein the prior concurrence of all parties is clearly and specifically indicated and understood.

d. **Photography:** In accordance with [FAA Order 1600.69 FAA Facility Security Management Program](#), Paragraph 4-2-12, photography will not be permitted on or within an FAA facility. The Facility Manager must coordinate with the Regional Servicing Security Element (SSE) prior to allowing permission of any photography at an FAA facility.

16. Defamatory or Irresponsible Statements. While FAA encourages freedom of expression, employees are accountable for the statements they make and the views they express. Employees must not make irresponsible, false, disparaging, disrespectful or defamatory statements which attack the integrity of individuals or organizations, or disrupt the orderly conduct of official business, nor may they make statements urging or encouraging other employees to act or speak irresponsibly, or to commit unlawful acts in work-related forums or where the persons identifies him/herself as an FAA employee (see [ER-4.1a Use of Social Media by FAA Employees](#)). Remarks made in any forum regardless if made in connection with work or by a person identified as an FAA employee that disrupts the workplace can lead to a disciplinary or adverse personnel action.

17. Workplace Violence. Violent, threatening, harassing and/or confrontational behaviors in any form, at the workplace, are unacceptable and will not be tolerated. Threatening behavior may include harassment in the form of intimidation, or any oral and/or written remarks or gestures that communicate a direct or indirect threat of physical harm, or otherwise frightens, or causes an individual concern for their personal safety. Such inappropriate behavior may include, but is not limited to:

- Pushing
- Poking
- Physically crowding
- Stalking
- Fist shaking
- Throwing objects regardless of the target of the object being thrown
- Name calling, obscene language or gestures
- Any other intimidating or abusive action which creates a fearful environment and apprehension of harm

Employees and managers are responsible for enforcing the highest standards of personal safety and welfare at the workplace. Consequently, employees must immediately report threats of violence, violent incidents, dangerous horseplay, irrational or other inappropriate behavior to their managers.

18. Possession of Firearms. Generally, employees, while in or on FAA/GSA-owned or leased property, to include Government and personal vehicles, must not carry or have in their possession, privately owned firearms or other weapons unless authorized by the FAA to do so. This prohibition applies regardless of individual state laws, or requirements set forth by U.S. territories or possessions, or of the District of Columbia which may permit the carrying of firearms. Under some circumstances, outlined in [FAA Order 1600.69 FAA Facility Security Management Program](#), Paragraph 4-2-10, employees in the Alaskan Region may possess weapons in connection with their official duties, such as survival and/or emergency firearms in an operational area, or may possess weapons in connection with their occupancy of permanent or transient FAA housing within the Alaskan Region.

19. Drugs and Alcohol.

a. Testing designated positions: [DOT Order 3910.1 \(series\) Drug and Alcohol-Free Departmental Workplace Program](#) provides information on the drug and alcohol program and specifically identifies those FAA positions designated as a Testing Designated Position (TDP).

Employees occupying a TDP, who inappropriately or illicitly use substances, on or off the job, place their jobs in jeopardy. This includes arrest for drug and alcohol related crimes, such as driving under the influence. Employees must avoid this kind of off-duty behavior since it indicates irresponsibility and lack of judgment and is incompatible conduct while occupying a TDP.

b. Inappropriate or illicit use of illegal or legal substances: The FAA is concerned with the decision of any employee who inappropriately or illicitly uses illegal and legal substances. Illegal substances include, but are not limited to, cocaine, marijuana, opiates, amphetamines and phencyclidine. This prohibition applies regardless of any state (including the District of Columbia) law which may permit legal use of marijuana. Legal substances include alcohol, prescription and over-the-counter (OTC) medications. These substances can adversely affect the employee's work performance and/or conduct and have an adverse impact on the employee's credibility.

c. Alcohol: Alcoholic beverages are prohibited on any FAA owned or leased property.

d. Standards and requirements for maintaining safety of the National Airspace System: As an employer with responsibility for aviation safety, the FAA is especially concerned when an employee's actions could affect the safety or security of the National Airspace System (NAS) and/or the flying public. The confidence of the flying public depends upon absolute trust in the integrity of the

air transportation system. The FAA must be sure that employees are operating without the constraint of drugs or alcohol, or the consequences of abuse, such as a hangover. Employees occupying safety- or security-sensitive positions must report an arrest for an alcohol or drug-related infraction before the start of their next scheduled work shift and, in addition, safety-sensitive employees must report such an infraction within 48 hours to the Regional Flight Surgeon. Additionally, employees occupying safety-sensitive duties must immediately report to their manager any use of prescription and OTC drugs that will interfere with their ability to safely perform their duties. The FAA will not allow any employee known to inappropriately or illicitly use substances to perform any safety- or security-sensitive duties until the FAA has determined that such an employee is no longer a risk to public safety or national security.

20. Eliminating Discrimination and Creating a Model EEO Program.

a. Non-Discrimination policy: The Department of Transportation and the FAA prohibit discrimination against anyone on the basis of race, color, national origin, religion, age (40 and over), sex (including pregnancy and gender identity), genetic information, disability, sexual orientation, or reprisal for participating in protected EEO activity. In addition, the [Administrator's Non-Discrimination Policy Statement](#) states that the FAA has a zero tolerance policy with respect to any form of discrimination and that a disciplinary or adverse personnel action may be taken against any employee found to have engaged in discriminatory conduct. This includes discrimination based on veterans' status, a violation of the Uniformed Services Employment and Reemployment Rights Acts (USERRA), whistleblower retaliation, and other such protected activities under their governing laws and regulations.

(1) Model EEO Program: The FAA is committed to providing a work environment where unlawful discrimination is eliminated and where the contributions of all employees are supported and encouraged without regard to non-merit factors. To facilitate this effort, the FAA developed the Model EEO Program that directly supports the FAA Strategic Initiatives. The precepts outlined in the Model EEO Program (see [FAA Order 1400.8 Federal Aviation Administration \(FAA\) Equal Employment Opportunity \(EEO\) Program](#)) are applicable to all employees. All conduct must be appropriate and supportive of a hospitable and productive work environment. For instance, discriminatory conduct, the making of disparaging remarks, expressing stereotypical views or displaying and/or distributing offensive material are prohibited in the workplace.

(2) Managerial accountability and responsibility: Every level of management is required to provide positive leadership and support for the agency's EEO policies and programs through ensuring that all agency programs, practices and activities are developed and administered in accordance with pertinent laws and agency policy prohibiting discrimination. Managers must not engage in unlawful discrimination or inappropriate behavior in carrying out their authority to take, direct others to take, recommend or approve any personnel action with respect to employees and applicants. Managers are responsible for taking proactive steps to create and maintain a workplace that is hospitable and free of discrimination, intimidation and other offensive behaviors and materials. Managers will be held accountable if they fail to take appropriate action to correct intimidating and offensive activity in the workplace.

b. Coercion or retaliation: It is a violation of FAA policy to coerce, threaten, retaliate against, or interfere with any person in the exercise of rights prescribed under Title VII of the Civil Rights Act of 1964, as amended. Employees must not be subject to retaliation for making a charge of discrimination, giving testimony, assisting, or otherwise participating in a complaint of discrimination; nor will an employee be retaliated against for filing an EEO complaint or grievance or participating in the grievance process, or addressing his/her concerns through the Accountability Board (see [FAA Order 1110.125 Accountability Board](#)), Administrator's Hotline, Inspector General complaint, etc.

21. Sexual Harassment and Misconduct of a Sexual Nature. As an employer, the FAA is committed to providing a workplace that is free of sexual harassment or misconduct of a sexual nature. All employees have a right to work in an environment where they are treated with dignity and respect.

a. Sexual harassment: Sexual harassment, pursuant to [29 CFR §1604](#), exists when unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature occurs and:

- (1) Submission to such conduct is made either explicitly or implicitly a term of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions, or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

b. Misconduct of a sexual nature: This is conduct that may not rise to the statutory definition of sexual harassment, but is nonetheless inappropriate for the workplace and will not be tolerated. For instance, viewing, sharing, forwarding and/or printing material of a sexual nature from the internet is inappropriate.

c. Misconduct in violation of the agency's policy: All employees have a responsibility to behave in a proper manner and to take appropriate action to eliminate sexual harassment or other misconduct of a sexual nature in the workplace. The FAA established the Accountability Board which addresses sexual misconduct exhibited in the workplace (see [FAA Order 1110.125 Accountability Board](#)). Examples of actions which are considered in violation of the agency's policy include, but are not limited to:

- Sexual teasing, jokes, remarks or questions
- Sexually suggestive/offensive looks, leering, ogling, staring at a person's body, or sexually suggestive/offensive gestures or actions
- Unwelcome letters, cards, email messages and/or telephone calls
- Posting, distributing, showing, viewing, accessing through the internet or other electronic media sources, materials of a sexual nature. Sexually explicit materials are prohibited at the worksite, regardless of whether or not a specific complaint is filed.
- Pressure for dates
- Inappropriate physical touching
- Promise of benefit in exchange for sexual favors
- Threat or act of reprisal for refusal to provide sexual favors

22. Political Activity. It is the right of all employees to vote as they choose and to express their opinions on all political subjects and candidates as specifically authorized in the Hatch Act ([5 U.S.C. § 7321](#)). However, employees are responsible for acquainting themselves with restrictions on partisan political activity and for not engaging in prohibited actions. Any political activity that is prohibited in the case of an employee acting independently is also prohibited in the case of an employee acting in cooperation with others or through an agent. Employees are accountable for political activity by persons other than themselves, including spouses, if the employee is using that person to accomplish indirectly what the employee cannot do directly and openly. This does not mean that an employee's spouse may not engage in politics independently upon his or her own initiative and in his or her own behalf (see [5 U.S.C. §§ 7321-7326](#), or [5 CFR Parts 733 and 734](#)). Employees are encouraged to contact the [Office of Special Counsel](#) to seek an advisory opinion whether any activity could be construed as a violation of the Hatch Act.

23. Holding Office in State or Local Government. Employees are prohibited from running for the nomination or as a candidate for a local partisan political office, except as expressly provided in [5 U.S.C.](#)

[§ 7325](#). Because of the unique interrelationship between the FAA and local and state government, employees are urged to seek the advice of their servicing Regional or Center Counsel and/or an agency designated ethics counselor to help determine if a particular office represents a real or apparent conflict of interest. Employees who hold local or state office must observe both the letter and spirit of the prohibition on active participation in partisan politics.

24. Subversive Activity. In accordance with [5 U.S.C. §§ 7311-7313](#), an employee must not advocate or become a member of any organization which advocates the overthrow of the constitutional form of Government of the United States, or which seeks by force or violence to deny other persons their rights under the Constitution of the United States.

25. Striking. Employees must not engage in or encourage another Federal employee to engage in a strike, work stoppage, work slowdown, or sickout involving the Federal Government (see [5 U.S.C. § 7311](#) and [18 U.S.C. § 1918](#)).

26. Canvassing, Soliciting or Selling. Employees must not engage in private activities for personal or non-personal financial gain or any other unauthorized purpose while on Government owned or leased property, nor may Government time, personnel or equipment be used for these purposes.

a. Prohibited activities: This prohibition applies specifically, but is not limited to, such activities as:

- (1) Canvassing, soliciting or selling, particularly for personal or private monetary gain. This prohibition also applies to such efforts for charities, schools, etc., except when directly linked to the agency-wide Combined Federal Campaign or other Government-wide sanctioned efforts (i.e., Toys-For-Tots and Feds Feeds Families) each year.
- (2) Canvassing or soliciting membership, except as authorized in connection with organized, sanctioned employee groups.
- (3) Soliciting contributions from other employees for a gift to anyone in a superior official position in violation of [FAA Order 3750.7 \(series\) Ethical Conduct and Financial Disclosure Program](#). This prohibited activity applies on or off Government premises. However, this prohibition does not apply on occasions of special significance (e.g., retirement, marriage) as long as the contribution is voluntary and a nominal amount (see [5 CFR, Part 2635, Standards of Ethical Conduct for Employees of the Executive Branch](#), relating to gifts between employees).

b. Permissible activities: This prohibition does not apply to:

- (1) Activities that are expressly authorized by appropriate authority.
- (2) Soliciting contributions for charitable, health, welfare and similar organizations as authorized by appropriate authority (e.g., Combined Federal Campaign).
- (3) Those activities of voluntary groups of Federal employees commonly accepted as normal social, welfare or recreational functions of such groups, subject to applicable regulations and agency policy.
- (4) A spontaneous, voluntary collection of nominal amounts from fellow employees for an employee in connection with marriage, birth of a child, illness, retirement or as an expression of condolence, or other significant life activity.

27. Borrowing and Lending Money. Managers cannot borrow money from subordinates, nor have a subordinate act as an endorser or co-signer of a note given as security for a personal loan. Neither can an employee lend money to any other employee, superior official or peer, for the purpose of monetary profit or other gain. These prohibitions do not apply to the operation of recognized credit unions or to employee welfare programs.

28. Accepting Notarial Fees. An employee who is a notary public cannot charge or receive fees for performing notarial acts in connection with his or her official duties. The prohibition on acceptance of fees does not apply to notarial acts performed in an unofficial capacity during off-duty hours and off Government-controlled property.

29. Meeting Financial Obligations. All employees are expected to discharge their just financial obligations, especially those such as Federal, state or local taxes. Employees are also expected to honor all other valid debts, including personal commercial debts, Government contractor-issued travel card debts, claims based on court judgments, Federally insured student loans and tax delinquencies, and to make and adhere to arrangements for settlement of debts.

30. Accepting Gifts. With certain exceptions, the Standards of Ethical Conduct for Employees of the Executive Branch, prohibits employees from accepting any gifts, favors, gratuities, or any other thing of monetary value, including free transportation, from any person or company that is subject to FAA regulations, that has or is seeking to have contractual relations with the FAA, or that has interests that might be affected by the performance or non-performance of the duties of the particular employee. See [FAA Order 2700.20 Gifts and Bequests](#), and [FAA Order 3750.6 No-Charge Transportation Provided by State and Local Government Agencies for Official Travel by FAA Employees](#), for additional information.

31. Outside Employment and Financial Interests. Employees must comply fully with the letter and spirit of the guidance and information relating to outside employment and financial interests contained in [FAA Order 3750.7 \(series\) Ethical Conduct and Financial Disclosure Program](#), and in DOT Supplemental Regulations, [5 CFR, Part 6001, Supplemental Standards of Ethical Conduct for Employees of the Department of Transportation](#).

32. Reporting Violations. As mandated under paragraph 7 above and [FAA Order 1600.38 Employee and Other Internal Security Investigations](#), it is the duty of every employee to report any known or suspected violation of law, regulation or policy to their manager, their [Security Servicing Element \(SSE\)](#), the Administrator's Hotline, or the Inspector General, etc. Employees are obligated to preserve information and evidentiary items that may relate to the suspected violation and to release such information as directed. Failure to report a violation may result in discipline unless the failure to report is justified by applicable law. In rare instances, when reporting a violation of sexual harassment, misconduct of a sexual nature or other discriminatory behavior through the managerial chain is not feasible, the employee must notify the Accountability Board (see [FAA Order 1110.125 Accountability Board](#)).

Related Information

Policies

- [ER-4.1a Use of Social Media by FAA Employees](#)
- [ER-4.2 Maintaining Discipline](#)
- [LWS-8.1 Sick Leave for Personal Medical Needs](#)
- [FAA Order 1110.125 Accountability Board](#)
- [FAA Order 1370.121 FAA Information Security and Privacy Program & Policy](#)
- [FAA Order 1400.8 Federal Aviation Administration \(FAA\) Equal Employment Opportunity \(EEO\) Program](#)
- [FAA Order 1600.1 Personnel Security Program](#)
- [FAA Order 1600.2 Classified National Security Information](#)
- [FAA Order 1600.24 Listening-in to or Recording of Conversations on Telephones or Telecommunications Systems](#)
- [FAA Order 1600.38 Employee and Other Internal Security Investigations](#)
- [FAA Order 1600.69 FAA Facility Security Management Program](#)
- [FAA Order 1600.75, Protecting Sensitive Unclassified Information](#)
- [FAA Order 1830.8 Federal Telecommunications System, Calling Cards and General Government](#)

- [Telephone Usage](#)
- [FAA Order 2700.20 Gifts and Bequests](#)
- [FAA Order 3750.6 No-Charge Transportation Provided by State and Local Government Agencies for Official Travel by FAA Employees](#)
- [FAA Order 3750.7 \(series\) Ethical Conduct and Financial Disclosure Program](#)
- [FAA Order 3900.19 Occupational Safety and Health Program](#)
- [FAA Order 4600.27 Personal Property Management](#)
- [FAA Acquisition Management Policy](#)
- [FAA Procurement Toolset Guidance](#)
- [DOT's Travel Card Management Policy](#)
- [DOT Order 3902.9c \(series\) Safety Belt Management Program](#)
- [DOT Order 3910.1 \(series\) Drug and Alcohol-Free Departmental Workplace Program](#)

Human Resources Operating Instructions

- [Table of Penalties](#)

Laws and Regulations

- [Title 5, United States Code \(U.S.C.\), Chapter 73, Suitability, Security and Conduct](#)
- [5 Code of Federal Regulations \(CFR\), Part 2635, Standards of Ethical Conduct for Employees of the Executive Branch](#)
- [5 Code of Federal Regulations \(CFR\), Part 733, Political Activity – Federal Employees Residing in Designated Localities](#)
- [5 Code of Federal Regulations \(CFR\), Part 734, Political Activities of Federal Employees](#)
- [5 Code of Federal Regulations, Part 6001, Supplemental Standards of Ethical Conduct for Employees of the Department of Transportation](#)
- [E.O. 12731 Principles of Ethical Conduct for Government Officers and Employees](#)
- [E.O. 13526 Classified National Security Information \(December 29, 2009\)](#)

Websites

- [Office of Special Counsel](#)

Revision History Log

Date	Revision
September 28, 2015	Pen & Ink to remove reference to the Human Resources Operating Instruction (HROI) – Drugs and Alcohol in Paragraph 15c
July 1, 2008	Amended to enhance and clarify various policy statements and to add policy statements.
September 29, 2006	Paragraph 16 revised from Model Work Environment (MWE) to Model EEO Program in compliance with EEOC MD-715 requirements however effective date was maintained as 08-11-2000.
August 11, 2000	HRPM ER-4.1 established

Memorandum of Agreement (MOA)
between the
Professional Aviation Safety Specialists, AFL-CIO
and the
Federal Aviation Administration
Air Traffic Organization

This agreement is made and entered into by the Professional Aviation Safety Specialists, AFL-CIO (PASS) and the Federal Aviation Administration, Air Traffic Organization (Agency) (collectively known as the Parties).

This MOA concerns the national implementation of new fatigue guidance for the PASS bargaining unit. This Agreement shall be determined a valid exception to, and shall supersede any existing Agency rules, regulations, directives, orders, policies and/or practices which conflict with this Agreement, whether or not promulgated at the local level.

Section 1. This agreement is intended to provide objective written criteria for equitable application of fatigue guidance. The agreement applies to employees assigned to a watch schedule as well as employees who work a traditional schedule.

Section 2. This agreement is not intended to eliminate availability of overtime, or alter the use of alternate work schedule/s (AWS). This agreement also shall not alter any process that is in place for the equitable distribution of overtime, unless it conflicts with this agreement.

Section 3. The Parties agree when an employee's work assignment will cause him/her to work in excess of fourteen (14) consecutive hours, he/she will seek approval from his /her front line manager before exceeding the limit. If the approval to exceed the fourteen (14) consecutive hours of work is denied, the employee may request a written explanation. The Agency will respond within two (2) business days. The request/response shall be in electronic format or hard copy.

Section 4. Employees must have a minimum of nine (9) consecutive hours, free of duty, between shifts for all scheduled activities to include shift changes, exchanges and scheduled overtime.

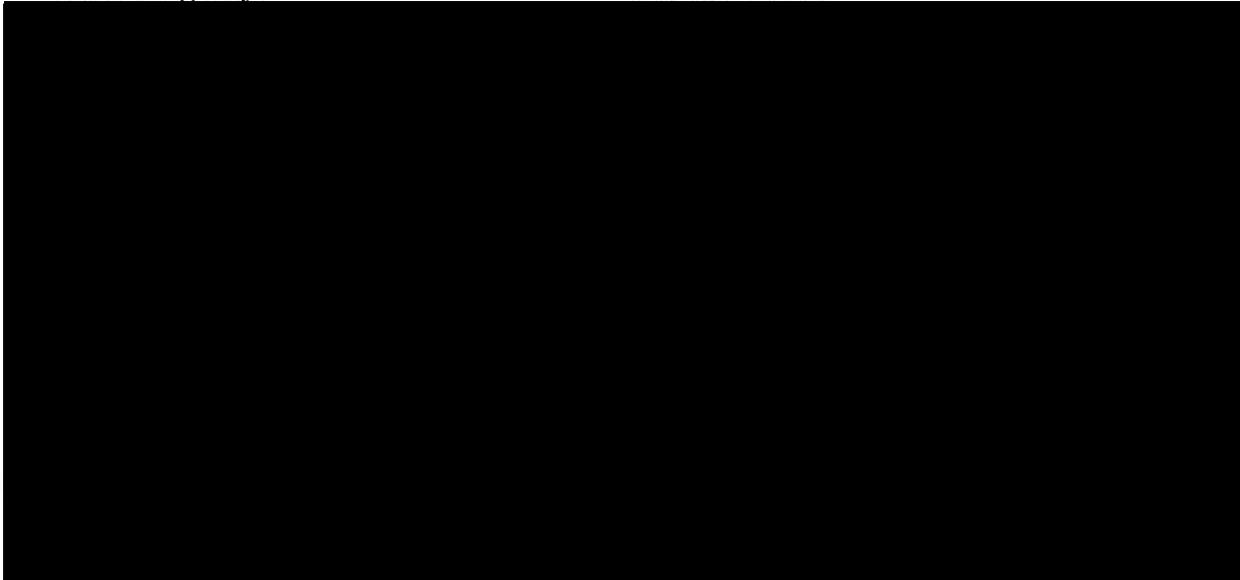
Section 5. The Parties further agree that situations will occur that may require an employee to perform unscheduled overtime such as restoration

call back, remote restoration or technical assistance. In these instances, the fourteen (14) and nine (9) hour provisions described above, must be adhered to.

Section 6. This agreement will be effective January 11, 2015 and will expire upon the expiration of the current collective bargaining agreement.

For the Agency:

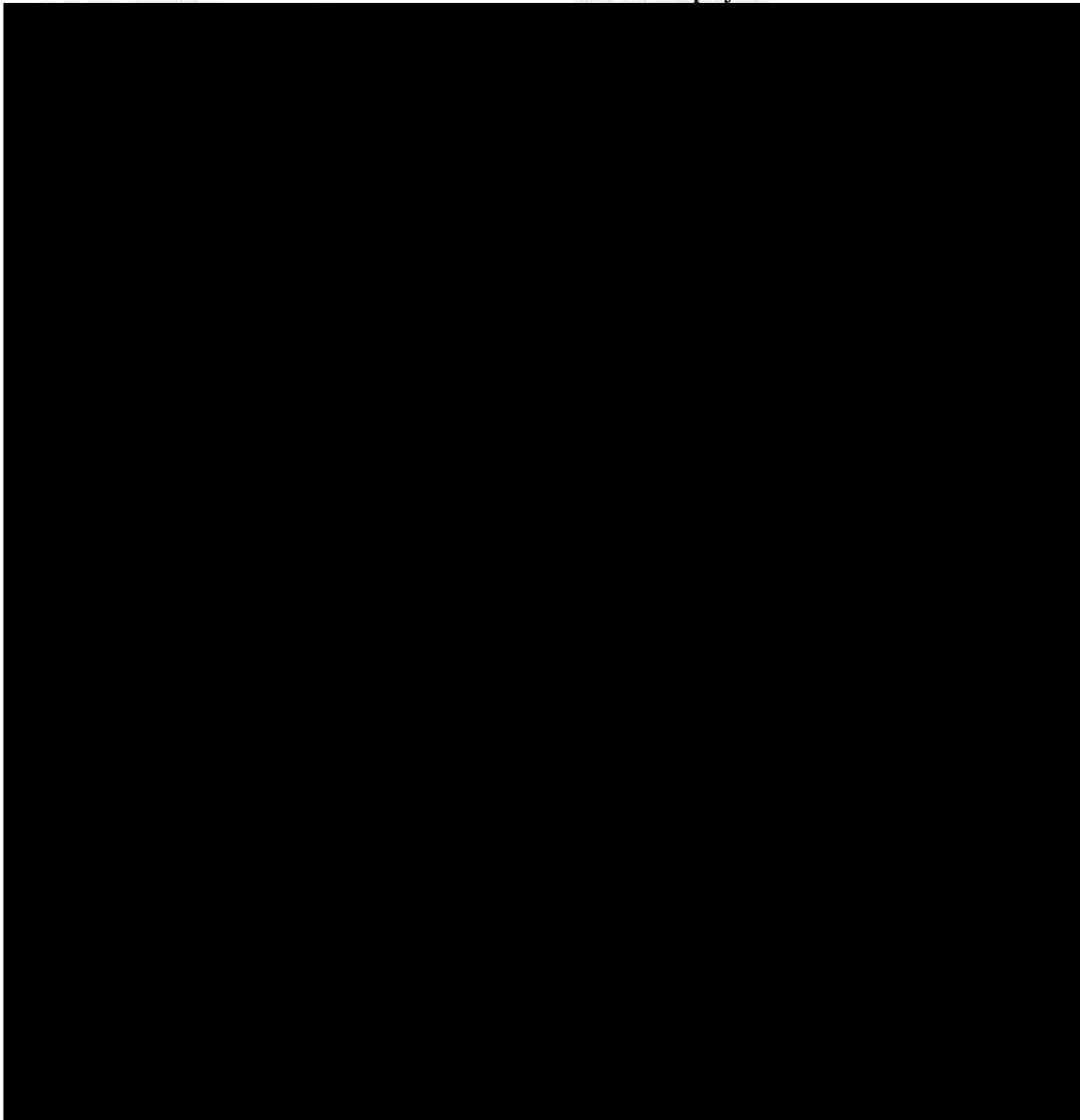
For the Union:



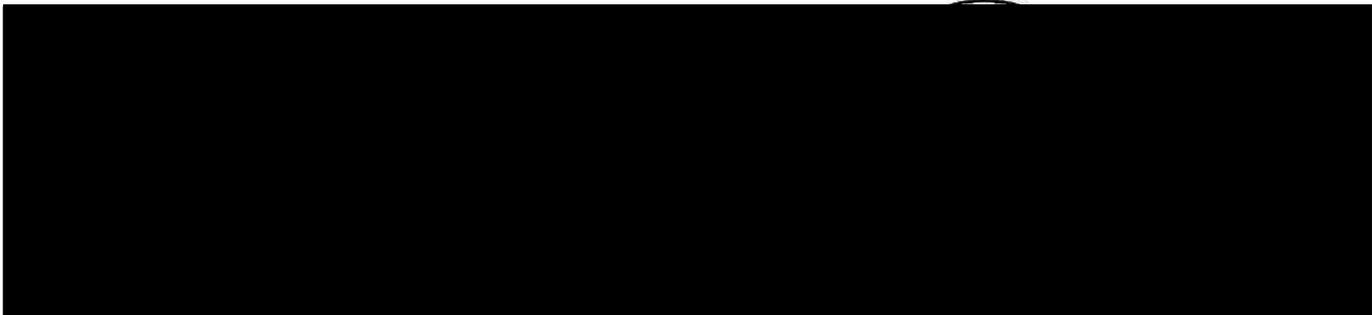
Signed as of the 20th Day of October, 2017.

For the Union:

For the Employer:



This Agreement between the Federal Aviation Administration and Professional Aviation Safety Specialists is approved and is effective October 29, 2017.



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