

# AGREEMENT

*Between the*

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**PROFESSIONAL ASSOCIATION OF  
AERONAUTICAL CENTER EMPLOYEES**



and



**FAA ACADEMY**  
FEDERAL AVIATION ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION

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*Effective May 02, 2012*



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## ARTICLE 1 PARTIES TO THE AGREEMENT

**Section 1.** This Agreement is made under the authority of Title VII of the Civil Service Reform Act of 1978 and is entered into by and between the Professional Association of Aeronautical Center Employees (PAACE), hereinafter referred to as the Union, and the FAA Academy, Mike Monroney Aeronautical Center, Federal Aviation Administration, Department of Transportation, hereinafter referred to as the Employer.

**Section 2.** In the administration of this Agreement, the Employer is identified as any element of FAA Academy Management who exercises direct or indirect supervision over employees in the Bargaining Unit (BU) recognized in Article 4. This includes, but is not limited to, the following officials or their designees: Superintendent, FAA Academy; Assistant Superintendent; Division Managers; and other supervisors. The Union includes, but is not limited to, the following officials or their designees: President, Executive Vice-President, Secretary, Treasurer, Members of the Board of Directors, and Union Representatives. Collectively, the Employer and the Union will be known as the Parties.

## ARTICLE 2 EMPLOYER RIGHTS

**Section 1.** Subject to the terms and conditions of this Agreement, including Section 2 of this Article, nothing in this Agreement will affect the authority of any Management Officials of the FAA:

- A. to determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
- B. in accordance with applicable laws,
  - 1. to hire, assign direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in career level or pay, or take other disciplinary action against such employees;
  - 2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations will be conducted;
  - 3. with respect to filling positions, to make selections for appointments from
    - a) *among properly ranked and certified candidates for promotion; or*
    - b) *any other appropriate source; and*
  - 4. to take whatever actions may be necessary to carry out the Agency's mission during emergencies.

**Section 2.** Nothing in this Article will preclude any Agency and Labor Organization from negotiating:

- A. at the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty;
- B. on the technology, methods, and means of performing work;
- C. procedures which Management Officials of the Agency will observe in exercising any authority under this Section; or
- D. appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such Management Officials.

### **ARTICLE 3 EMPLOYEE RIGHTS**

**Section 1.** Nothing in this Agreement will require an employee to become or remain a member of a labor organization or to pay any monies or dues to a labor organization except in carrying out a voluntary written authorization by a member for the payment of such dues through payroll deductions.

**Section 2.** Each employee in the BU has the right, freely and without fear of penalty or reprisal to form, join, and assist a labor organization or to refrain from any such activity and each employee will be protected in the exercise of this right. No Supervisor or other Management Official will interfere, restrain, coerce, or discriminate in any way, either to encourage or discourage membership in a labor organization.

**Section 3.** It is agreed that any employee in the BU has the right, regardless of Union membership, to exercise grievance or appellate rights established by law or regulations and to represent himself/herself or choose his/her own representative in a grievance under Agency procedure or appellate action under Agency and/or Office of Personnel Management procedures.

**Section 4.** The rights described in this Article do not extend to participation in the management of a labor organization or acting as a representative of such an organization by an employee of the BU when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

**Section 5.** Nothing in this Agreement will alter the individual rights of any employee accorded by law and regulation of appropriate authority and such employee will be protected in the exercise of these rights.

**Section 6.** The Parties agree that each employee has the right to present a grievance or any other matter of concern to the Employer, or to present information relating to such matters and to select an appropriate representative when representation is authorized without fear of restraint, coercion, discrimination, intimidation, or reprisal by either Party.

**Section 7.** The Parties agree that employees have the responsibility to consider the impact of their off-duty conduct on the FAA. An employee's off-duty conduct will not result in disciplinary action, unless such conduct adversely affects his/her effectiveness as an employee or the public's confidence in the FAA.

**Section 8.** The Employer recognizes the right of a Union-recognized representative to express the views of the Union provided they are identified as Union views.

**Section 9.** The Employer may search packages, briefcases, and other containers in the immediate possession of employees, the employees' lockers and/or desks upon reasonable and probable cause or because of operational requirement. Any such search will be made in the presence of the employee and/or a Union Representative.

**Section 10.** No employee will have disciplinary action taken against him/her because of an occasional debt complaint, unless it is established that the employee's non-payment of a just private debt has, or will have, a harmful effect on the performance of his/her duties. The Employer will not assist a creditor or process server in any manner, except as required by law.

**Section 11.** Both Parties recognize that maintaining family integrity is desirable. In those instances when an employee's spouse holds a position in another FAA facility, the spouse may apply for reassignment to an equal/lower position through Employee Relocation Request (ERR) for vacancies at or near the employee's location. The Employer will provide consideration to the spouse for in-grade/downgrade reassignment through ERR. The Employer 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 will not be allowed for the spouse beyond those he/she would be entitled to as a family member.

**Section 12.** The Employer will not take any personnel action against any employee or fail or refuse to effect, in a timely manner, any personnel action related to any employee as a reprisal for the employee's disclosure of information which the employee reasonably believes indicates a violation of any law, rule, regulation, mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to the public health or safety.

**Section 13.** 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 14.** Any Bargaining Unit Employee (BUE) assigned by the Employer to attend any meetings scheduled by the Employer away from the facility will be entitled to duty time, travel and per diem allowances, if applicable.

**Section 15.** There will be no prohibition on the approval of an employee's Leave Without Pay (LWOP) request based solely on the employee having other types of leave accrued.

## **ARTICLE 4 RECOGNITION AND UNION REPRESENTATIVES**

**Section 1.** The Employer, in carrying out the certification issued in FLRA case number DA-RP-90035, recognizes the Union as the exclusive representative of the following employees:

Included: All non-supervisory instructors, including temporary employees, assigned to the Federal Aviation Administration Academy (AMA), Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

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

Included: All non-instructor employees, including temporary employees, of the Federal Aviation Administration Academy (AMA), Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

Excluded: All professional employees, Management Officials, supervisors, and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7).

**Section 2.** The Employer agrees to recognize the Union officers and duly designated representatives and will be kept advised in writing by the Union of the names of its officers and representatives.

**Section 3.** An adequate number of Union Representatives, not to exceed one (1) per manager, will be designated so that each employee in the BU will have reasonable access to a representative. In cases where an organizational element has a number of BUEs that cannot be adequately represented, or where those BUEs are separated by location, the Parties may jointly agree to specify more representatives. The Union will notify the Employer, in writing, of the names and organizational location of the designated representatives and will promptly inform the Employer of any changes in representatives.

**Section 4.** When a Union Representative is detailed to a supervisory position, he/she will be required to name his/her designee to act in his/her place as a Union Representative. When other qualified employees are available, the principal elected representative or his/her designee will not be required to perform supervisory duties.



**Section 5.** The Union President will be granted the use of annual leave, LWOP, compensatory time, or the use of credit hours at his/her option to attend internal Union activities. In the event of an operational requirement, the Parties will resolve the issue. Union members may be granted the use of annual leave, LWOP, compensatory time, or the use of credit hours at his/her option to attend internal Union activities.

**Section 6.** Union Representatives or their designees will be granted excused absence, operational requirements permitting, to receive information, briefings, or orientation by the Union and Employer relating to the Federal Labor Relations Program. Such meetings may be held locally, regionally, or nationally. The Union will submit a schedule/agenda for meetings under this Article to the appropriate official. Conflicts with operational requirements will be negotiated between the Parties.

**Section 7.** Union Representatives may distribute Union literature to employees in non-work areas, during the non-work time of the employees and the Union Representatives.

**Section 8.** The Union President or his/her designee will be allowed official time, up to 60 minutes, for Union orientation of new employees to explain the role and responsibilities of the Union. This Union orientation will normally be done in conjunction with the Academy/CMEL orientation. The Employer will notify the Union Representative, at the appropriate Division level, whenever an employee is hired or reassigned into a position covered by this Agreement. Such notification will normally be made within one week after the employee reports for duty.

**Section 9.** The Employer will furnish to the Union, quarterly, an electronic listing of employees covered by this Agreement. This list will include the name, title, grade and current routing symbol of each employee. The Employer will, upon request of the Union President, furnish the Union additional listings, which will include the name, title, grade and current routing symbol of each employee covered by this Agreement.

**Section 10.** Union Representatives will be granted a reasonable amount of official time to receive training in the areas of contract administration, grievance processing, unfair labor practices, and other labor-management relations initiatives such as "Partnerships". The Employer will furnish facilities for the conduct of such training.

**Section 11.** The Parties recognize the rights of the employees, the Union as their exclusive representative, and Management, as set forth in this Agreement and Public Law 95-454.

**Section 12.** During meetings with FAA Managers, the Union will be afforded representatives in equal numbers. During meetings, and when conducting negotiations, designated Union Representatives will be on official time, in a manner not to incur additional cost to the Employer.

**Section 13.** The Union Representatives specified in the above Sections of this Article are the only individuals authorized to represent the Union in dealings with FAA officials at the respective levels specified in this Article. Management/Union officials will not meet/deal with any other Management/Union official, other than the designated Management/Union official at their respective level, unless otherwise agreed to by the Management/Union.

**Section 14.** Representatives will be granted official time to receive orientation on the meaning of Articles of this Agreement.

## **ARTICLE 5 EMPLOYEE REPRESENTATION**

**Section 1.** The Union will be given the opportunity to be represented at any examination of a BUE by a representative of the Agency, including DOT/FAA security agents and agents of the Inspector General, in connection with an investigation if:

- A. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- B. the employee requests representation.

The Employer will annually inform its employees of these rights.

**Section 2.** An employee who is identified as a subject of an investigation by the Security and Investigations Division (AMC-700) will be informed at the time any statement is taken by an Investigator that the completion of a sworn statement is a serious matter and that the investigation could lead to further Management action.

**Section 3.** When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary, or potential disciplinary situation, the employee will be so notified of the subject matter in advance. The employee has the right to be accompanied by a Union Representative if he/she so desires. He/She will be given a reasonable opportunity both to obtain such representation and confer confidentially with the representative before the beginning of the meeting. If during the course of a meeting it becomes apparent for the first time that discipline or potential discipline could arise, the Employer will stop the meeting and inform the employee of his/her right to representation if he/she so desires, and provide a reasonable opportunity to both obtain representation and confer confidentially before proceeding with the meeting, if requested. The Union retains the right to determine its representatives in accordance with Article 4 of this Agreement.

**Section 4.** The Union will represent the interests of all BUEs without discrimination and without regard to Union membership.

**Section 5.** The Parties agree to promote an open line of communication and work to effectuate a positive labor/management relationship.

**Section 6.** The Union will be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the BU, or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment. This right to be present does not extend to informal discussions of personal problems between an employee and supervisory official.

## **ARTICLE 6 DISCIPLINARY/ADVERSE ACTION**

**Section 1.** This Article covers actions involving informal disciplinary measures (oral or written admonishments), and formal disciplinary measures (letters of reprimand, suspensions, removals, reductions in grade or pay, or furloughs of 30 days or less). Adverse action may not be taken against an employee covered by this Agreement except for just cause. A standard of just cause is necessary as a basis for an adverse action, and the action must be determined on the merits of each individual case.

**Section 2.** All facts pertaining to a disciplinary action will be developed as promptly as possible. Disciplinary actions under this Article will be promptly initiated after all the facts have been made known to the official responsible for taking disciplinary action.

**Section 3.** An employee and/or their designated representative will have the right to review the information relied upon to support the charges when disciplinary action is proposed under this Article.

**Section 4.** At the employee's request, the Union will be provided with a copy of all correspondence, records, and documents to the employee that is related to the disciplinary action.

**Section 5.** Subject to the provisions of this Section and Section 6, the Employer's Table of Penalties should be used, when applicable, as a guide to determine an appropriate penalty. If applicable, appropriate penalties for offenses unlisted 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. Subject to the provisions of Section 6 below, 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 year time frame should be used in determining the applicability of a previous offense to a current action. The Table of Penalties constitutes terms and conditions of employment and is, therefore, subject to collective bargaining.

**Section 6.** Letters of reprimand and documents related to them should be removed from the Official Personnel Folder after one (1) year if no further related instances have occurred but in no case will it remain for more than two (2) years. They will be removed from the Official Personnel Folder and destroyed immediately if ruled to be unjustly issued.

**Section 7.** If the Parties mutually agree that a “harmful error” occurred, disciplinary action will not be sustained.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

**Section 1.** This Article provides the procedure for the timely consideration of grievances. Except as limited or modified by Section 3 of this Article, it will be the exclusive procedure available to the Parties and the BUEs for resolving grievances. Any employee, group of employees, or the Parties may file a grievance under this procedure. The Parties will cooperate to resolve grievances informally at the earliest possible time and at the lowest possible supervisory level.

**Section 2.** A grievance will be defined as any complaint:

- A. by a BUE concerning any matter relating to the employment of the employee.
- B. by the Union concerning any matter relating to the employment of a BUE.
- C. by a BUE, the Union, or the Employer concerning:
  - 1. the interpretation, application, enforcement, or breach of this Agreement;
  - 2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation; or
  - 3. any claimed violation of a past practice.

**Section 3.** Scope of Grievance Procedure.

- A. This procedure will not apply to any grievance concerning:
  - 1. any claimed violation of Subchapter III of Chapter 73, Title 5, U.S.C. (relating to prohibited political activities);
  - 2. retirement, life insurance and/or health insurance;
  - 3. a suspension or removal under Section 7532, Title 5, U.S.C. (relating to national security matters);
  - 4. any examination, certification, or appointment, Title 5, U.S.C. 7121(c)(4);

5. the classification of any position which does not result in the reduction in pay of an employee, unless it reduces the pay potential of an employee;

B. A grievance may be filed regarding:

1. the interpretation and application of policies, regulations, and practices of the Employer;
2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment subject to the control of the Employer; or
3. the effect or interpretation, or a claim of breach or violation of this Agreement.

**Section 4.** Policy of Settlement and Protection from Reprisal. The Employer and the Union agree that every effort will be made by Management and the aggrieved to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance will not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

**Section 5.** Right to Information and Testimony of Witnesses:

- A. In accordance with 5 USC 7114, the Union Representative in a grievance action will have access to all material pertinent to the grievance. The Employer will, upon request of the Union Representative, provide information from official records, including extracts or copies of such records that pertain to the grievance. Should a representative request to view an employee's personnel record, the Employer may require written authorization from the employee.
- B. If the Employer, or its representative(s), interviews BUE witnesses, the Union will be afforded the opportunity to be present at the interview(s).

**Section 6.** Extension of Time Limits. Time limits in this Article may be extended by mutual agreement of the Parties. Mutual agreement must be in writing or by e-mail. Failure to respond or meet will permit the grievance to be settled pursuant to the provisions of Section 15 of this Article, if time limits are missed.

**Section 7.** Union Rights in a Non-union Represented Grievance. If a BUE presents a grievance directly to the Employer without Union representation, PAACE will be given the opportunity to be represented at any discussion of the grievance. The Union Representative will be granted official time in a manner not to incur additional cost to the Employer. The Employer will provide a copy of the grievance to the Union.

**Section 8.** Limit to Individual Presentation. The right of individual presentation does not extend beyond Section 12, Step 2 of this procedure.

**Section 9.** Impartiality and Objectivity of Decision. If the deciding official is the respondent in the grievance or has made a decision during a prior step, the deciding official should refer the grievance to a higher administrative level in AMA to preclude prejudice in his/her decision. The designated official to whom the grievance is referred for resolution must not be the official who took the action or who was involved in an attempt to previously resolve the complaint.

**Section 10.** In the handling of grievances under this Article the Union will have access to official records directly related to the grievance.

**Section 11.** Once a formal grievance has been signed, an employee and/or his/her representative will be provided the opportunity to investigate any action against the employee including, but not limited to, the questioning of the Agency's witnesses. The Agency will be informed of such questioning and may be present at the questioning. The Union will inform any Agency witness they wish to question that such questioning will be done only with the witness's consent.

**Section 12.** The following procedures will be exclusively used for the submission of grievances to the Employer under this Article.

**Step 1.** An aggrieved employee and/or his/her Union Representative will seek formal resolution of his/her grievance from his/her immediate supervisor within 21 calendar days of the event giving rise to the grievance or within 21 calendar days of the time the Union became aware of the event. The grievance will be submitted on a grievance form supplied by the Employer and will contain the name of the grievant, the Article(s) of the Agreement alleged to have been violated, a brief description of the facts surrounding the grievance, the corrective action desired, and the Union Representative's name and whether the grievant wishes to make an oral presentation. The formal grievance will be assigned a national grievance number within one (1) working day of being submitted. A copy of the signed and numbered grievance will be returned to the submitting Employee and the Union Representative. If requested by the employee or the Union, the supervisor will arrange for a meeting at a mutually agreeable time. The supervisor will answer the grievance, in writing, within 15 calendar days from date of receipt of the grievance or from date of oral presentation, whichever is later.

**Step 2.** If the employee or the Union is not satisfied with the answer, the grievance may be escalated to the Division Manager within 15 calendar days from the receipt of the answer. If requested, the Division Manager will, prior to making a decision, afford the Employee and/or the Union Representative an opportunity to present the grievance orally. His/her decision will be in writing and will be delivered to the employee no later than 15 calendar days from date of receipt of the grievance or from date of oral presentation, whichever is later.

### Optional Mediation

- A. The Parties may mutually agree to request the assistance of a mediator following conclusion of Step 2 of the negotiated Grievance Procedure. The Management and Union officials involved must have the authority to make a binding decision to resolve the grievance.
- B. Upon mutual agreement of the Parties (Management/Union) and employee to participate in mediation, an extension of the applicable negotiated time limits for up to forty-five (45) days is applied to accommodate the mediation process. The outcome of the mediation process will be reflected in the written Mediation Settlement Agreement.
- C. The Mediation Settlement Agreement must be issued within 15 days of the completion of the mediation process. Mediation settlement agreements are final and binding on all parties and may be enforced in a court of law. If the matter is unresolved, the grievance may proceed to the next step of the negotiated grievance procedure.
- D. The Mike Monroney Aeronautical Center Mediation Handbook will govern the administration of the mediation program.

**Step 3.** If the Union is not satisfied with the Division Manager's decision, the Union may, within 15 calendar days following the receipt of the decision or the day the answer was due, advise the Manager, Labor Employee Relations (AMH-160) at the Aeronautical Center that it desires the matter reviewed by the Superintendent of the Federal Aviation Administration Academy or his/her designee. If the Union President or his/her designee so requests, a meeting with the Superintendent or his/her designee will be held as promptly as possible, but not later than 15 calendar days from receipt of the request, to discuss the grievance prior to the final decision. The Superintendent's decision will be in writing and delivered not later than 15 calendar days from date of receipt of the grievance or from date of oral presentation, whichever is later.

**Section 13.** If the Union is not satisfied with the decision at Step 3, of the negotiated grievance procedure, the Union President or his/her designated representative may, within 30 calendar days following receipt of the decision at Step 3, or in the absence of a Step 3 decision, within 30 calendar days of the day the answer was due, advise the Superintendent in writing through Labor Employee Relations (AMH-160) that the Union desires the matter be submitted to an impartial arbitrator in accordance with Sections 17-23.

**Section 14.** Union/Agency Grievance. In the case of any grievance under this Agreement which the Union may have against the Employer, or which the Employer may have against the Union, such grievances will be submitted in writing and will contain the following:

- A. a brief statement setting forth the facts upon which the grievance is based;

- B. a brief reference to the Article and Section of the Agreement alleged to have been violated, if known and, if applicable; and
- C. the correction sought.

**Section 15.** If no settlement is reached between the Parties, the moving Party may, within 30 days following the date the grievance was submitted, advise the other Party in writing that it desires the matter be submitted to arbitration in accordance with the principles of Sections 17-23 of this Article.

**Section 16.** Failure of a grievant to proceed with a grievance within any of the time limits specified in this Article will render the grievance void or settled on the basis of the last decision given by Management, unless an extension of time limits has been agreed upon. Failure of Management to render a decision within any of the time limits specified in this Article will render the grievance settled in accordance with the remedy requested in the grievance.

### **Arbitration**

**Section 17.** Within seven (7) days after the request for arbitration is served, the Union and the Employer will meet to determine the services to be requested from the Federal Mediation and Conciliation Service (FMCS). Upon reaching agreement concerning the services to be requested from the FMCS, the Parties will prepare a joint request for those services and share the associated fees (29 CFR Part 1404) equally. Each party will provide advance payment of their respective portion of the FMCS fees to accompany the request for services. Any unilateral request for services from the FMCS, in addition to those listed above, will be the sole responsibility of the party making the request. Each joint request for services will include a request to submit a list of seven (7) arbitrators.

**Section 18.** Within 14 calendar days after the request for arbitration is received, the Employer will request the FMCS Service to provide a list of seven (7) impartial arbitrators. Said arbitrators are to be from the states of Oklahoma, Kansas, or Missouri. Each party may reject one panel and request another panel. Within 10 calendar days after the Parties receive the list, representatives of the Union and the Employer will meet to select an arbitrator from the list by mutual agreement or by alternately striking names. A toss of a coin will determine who strikes first.

**Section 19.** Only the Union or a representative approved by the Union will represent an employee at the arbitration hearing.

**Section 20.** 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 will be submitted to the Arbitrator for a decision.



**Section 21.** The grievance will be heard by the Arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties. The Arbitrator will confine himself/herself to the specific issues in dispute. In disciplinary cases, the Arbitrator may vary the penalty to conform to his/her decision. The Grievant and/or the Union Representative, if an employee of the FAA, will be given a reasonable amount of official time to present the grievance, if otherwise in an active duty status. FAA employees who are called as witnesses will be in a duty status if otherwise in a duty status. Each Party will bear the expense of its own witnesses who are not employed by the FAA, and/or who are not at the location of the arbitration hearing. The number of witnesses will be limited to those determined necessary by the Arbitrator. The Arbitrator will submit his/her report to the Superintendent, the Aggrieved Employee and/or the Union Representative, as soon as possible, but in no event later than 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 on all parties.

**Section 22.** The Arbitrator's fees and expenses of arbitration incurred under this Article will be borne equally by the Parties. If a verbatim 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.

**Section 23.** The Arbitrator will not, in any manner or form whatsoever, directly or indirectly add to, detract from, or in any way alter the provisions of this Agreement.

## **ARTICLE 8 CONSULTATION AND COMMITTEES**

**Section 1.** The Parties recognize that while certain matters are reduced to writing in this Agreement, this does not remove their responsibility to consult on matters not covered by this Agreement, but appropriate for consultation.

**Section 2.** In a proactive effort to integrate the spirit and intent of Labor-Management collaboration, the PAACE and FAA Academy Management mutually established an Academy Labor-Management Forum (hereafter referred to as "Forum").

**Section 3.** The purpose of the Forum is to integrate leadership, efficacy, empowerment, accountability, and participation into the operation of the Academy; resulting in a stronger and healthier organization. We support:

- A. successful mission accomplishment;
- B. creation of a collaborative Labor-Management relationship;
- C. increased quality of products and services;
- D. increased organizational productivity, efficiency, and customer service;
- E. employee empowerment;

- F. improved quality of work life and work environment; and
- G. increased job satisfaction

**Section 4.** Forum membership will consist of not more than four (4) members from each partner. The Union President, Union Executive Vice-President, Superintendent, and Assistant Superintendent membership is mandatory. The Forum will not have alternate members. A minimum of two (2) members from each partner must be present to conduct a meeting. A Labor Relations Specialist from the Office of Human Resource Management will attend in a non-voting, advisory capacity. Members of the Forum will be selected by the Union President and Superintendent respectively.

**Section 5.** Other individuals may be included in Forum meetings as ad hoc participants by mutual consent of the Parties to provide advice and assistance or to serve on ad hoc committees. Ad hoc participants are not voting members.

**Section 6.** Definitions

- A. Forum - The association created through this Article designed to establish and achieve the common goals outlined in Section 3 of this Article.
- B. Consensus - The process of reaching a decision which will be determined by answering the following question affirmatively, "Can you live with and will you support...?" All decisions will be offered by each member as their own.

**Section 7.** The Forum, will work to provide the leadership necessary to create an organizational culture that promotes employee participation and fosters innovative systems and solutions consistent with the highest standards. Therefore, the Forum may consider all issues brought to its attention which will foster the purpose, mission, and vision of the Academy. Issues brought before the Forum should be of a scope that will have broad applicability throughout the Academy. The Parties recognize that the early involvement of the Union on issues concerning personnel policies, practices, and conditions of employment results in more effective and efficient resolution of issues. It is the intent of Management to involve the Union prior to making decisions on 7106(b)(1) issues. When Management elects to involve the Union, the Forum or other appropriate means will be used. Recognizing the permissive nature of these subjects, it is agreed that third-party action will not be used to resolve negotiability disagreements.

**Section 8.** All members of the Forum will be provided with official time when preparing for or participating in any work of the Forum. Questions raised regarding the amount of official time deemed appropriate will be referred to the Forum for resolution.

**Section 9.** The Forum will not consider personal complaints, individual grievances, or unfair labor practices unless they are determined to be of broad based impact to the Academy.

**Section 10.** The Forum recognizes the unique operational parameters of the Academy, specifically the right of all FAA customers to buy their training from any source and their control over the training resources provided to the Academy.

**Section 11.** The Forum will solicit concerns, thoughts, and opinions of Academy employees.

**Section 12.** Meeting minutes will be available to all employees.

**Section 13.** The Parties will designate members to serve on the committees or workgroups. Nothing in this Article is intended to take away from Management's rights under 5 U.S.C. 7106, to obtain employee input without the exclusive representative's consent and agreement over matters which are technical in nature and concern the job related functions of the employees.

## **ARTICLE 9 SURVEYS AND QUESTIONNAIRES**

**Section 1.** The Employer recognizes that it is in its interest to have Union support for surveys of BUEs. The Employer will 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 surveys within a reasonable amount of time, prior to distribution.

**Section 2.** Any survey of BUEs will be voluntary and done on duty time.

**Section 3.** Union officials will be provided a copy of BU survey results at the same time they are distributed to the corresponding level of Management.

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

**Section 5.** The Union President, or his/her designee, will be afforded the opportunity to participate in all post-survey debriefing and action planning sessions involving BUEs.

## **ARTICLE 10 TECHNOLOGICAL CHANGES**

**Section 1.** The Parties recognize that technological changes will be continually studied, evaluated and/or integrated into the performance of work within the FAA Academy. These proposed changes will be addressed through the collective bargaining process. Technological changes will be subject to impact and implementation bargaining prior to adoption.

**Section 2.** In the event that technological changes require training, the Employer and the Union will discuss the content, length, and delivery schedule of such training for BUEs.

## **ARTICLE 11 SENIORITY**

**Section 1.** Seniority will be determined in the following steps:

- A. Grade
- B. Current time at the Academy
- C. Service Comp Date
- D. Cumulative time at the Academy
- E. Time-in-grade

**Section 2.** In the event that two or more employees have the same seniority at any of the above steps the tie will be broken by continuing down the steps until there is a difference.

## **ARTICLE 12 BARGAINING DURING THE TERM OF THE AGREEMENT (MID-TERM)**

**Section 1.** The Employer agrees that personnel policies, practices, and matters affecting conditions of employment of BUEs that are within the jurisdiction of the Employer and that are not covered by this Agreement will not be changed or implemented without prior Union notification and without negotiations when requested by the Union. Changes outside of the jurisdiction of the Employer do not abrogate the obligation of the Employer to negotiate impact and implementation issues. The number of negotiators authorized the Union on official time, if otherwise in a duty status, will be at least equal to the number for Management.

**Section 2.** Known past practices that have become an integral part of working conditions will remain in effect unless in violation of law or Government-wide rule or regulation, or unless modified pursuant to negotiations under this Article.

**Section 3.** The Employer agrees to formally notify the Union in writing, of any proposed new or changed personnel policy, program practice, procedure, or other matter affecting conditions of employment of BUEs. Notification will be made at least 14 calendar days in advance of implementation except in emergency situations or situations beyond the control of the Employer, and will include the proposed effective date, action to be taken, and any known changes in working conditions. Should the Union wish to negotiate, a request to bargain must be received within 14 calendar days of receipt of written notice. Prior to negotiations, if information is requested pursuant to Title 5, USC 7114(b)(4) and that request meets the requirements of the Statute, the Employer will respond as far in advance of the date of the negotiations as possible. In the event a written response is not received by the Union at least two (2) calendar days prior to the agreed date of negotiations, the Parties agree to reschedule the date of the negotiations.

**Section 4.** Bargaining means the performance of the mutual obligation of the representative of the Employer and exclusive representative of the BUEs in the BU represented to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees. It also means to execute, if requested by either party, a written document incorporating any Collective Bargaining Agreement reached. The obligation referred to in this Section does not compel either party to agree to a proposal or to make a concession.

**Section 5.** Should the Union desire to initiate bargaining with the Employer concerning conditions of employment not covered by this Agreement; it will give at least 14 calendar days advance notice, in writing, which will include a statement of the matter(s) to be discussed. The Parties will meet at a mutually agreeable time and place to conduct negotiations.

**Section 6.** In the event impasse is reached during negotiations, the Parties agree to the following: providing the Union notifies the Employer within 14 calendar days of the end of mediation efforts that it has submitted the issue to the Federal Services Impasses Panel, the Employer agrees not to unilaterally implement the changes except for emergencies or when the effective date is mandated by Federal law or any Government-wide rule or regulation.

**Section 7.** The Parties at the appropriate level(s) 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 8.** Copies of all Memorandums of Understanding (MOUs) between the Parties will be forwarded to Labor Employee Relations (AMH-160).

**Section 9.** The Parties agree to negotiate subjects in accordance with the Statute and not contained in the Collective Bargaining Agreement, during the term of this Agreement.

## **ARTICLE 13 AUTHORIZED OFFICIAL TIME**

**Section 1.** The Parties agree that Union officers and designated representatives will be permitted reasonable time during duty hours without loss of leave or pay to represent the Units of exclusive recognition in accordance with this Agreement. The Union agrees that its officers and representatives will limit Union work performed on official time to that necessary to carry out the Union's responsibilities under the Agreement.

**Section 2.** The Union President will be granted not less than 40 hours of official time per pay period to resolve grievances, prepare for meetings with management, and to carry out representational responsibilities.

**Section 3.** Reasonable time for representational functions, for all other representatives, in connection with complaints, grievances, disciplinary/adverse actions, and appeals will be that necessary for presentation thereof and that required for participation in all meetings, hearings, or other assembled proceedings necessitating the appearance of the grievant/appellant or representative. In addition, a reasonable amount of time will be permitted for a representative to prepare a formal grievance or to assist an employee in preparing a response to a proposed disciplinary action. Such time will only become available to a representative once a grievance has been initiated or an employee has received a letter proposing disciplinary action. Employees against whom disciplinary actions have been proposed will be granted a reasonable amount of official time, as long as there is no additional cost to the Employer, to prepare and present answers.

**Section 4.** Official time authorized by this Article for preparation purposes will be spent on Aeronautical Center property. In unusual circumstances, the Employer may permit official time to be spent away from the Aeronautical Center.

**Section 5.** Reasonable time for a Union observer to be present at the proceedings of a grievance or appeal prosecuted without Union intervention will be that necessary to observe the entire proceeding.

**Section 6.** An officer or representative of the Union will notify his/her immediate supervisor prior to leaving his/her work area to engage in representational activities on official time. In the event operational requirements do not permit the officer/representative or the employee to be spared during the time requested, an alternative time will be made available which is acceptable to both the representative and his/her supervisor. In notification, the officer or representative of the Union will provide his/her immediate supervisor the following information:

- A. general area(s) to be visited;
- B. approximate amount of time required; and
- C. when the time is to be utilized.

**Section 7.** An officer or representative of the Union who leaves his/her work area will advise his/her immediate supervisor of his/her return to the work area. It is the responsibility of the Union officer or representative to coordinate with the supervisor of the employee requesting his/her assistance before entering another work area to ensure the availability of the employee.

**Section 8.** If the Employer has reason to believe an officer or representative of the Union is abusing his/her use of official time and informal supervisor/employee interaction does not resolve the issue, the Union President will be advised of the situation and requested to take appropriate corrective action, if necessary. The Union President will investigate the allegation and report whether it is believed to be with or without merit.

**Section 9.** It is the responsibility of the Union to accurately account for all official time utilized to fulfill representational responsibility. This accounting will be provided to the Employer by use of the Consolidated Automated System for Time and Labor Entry (CASTLE) system. This accounting will include the following:

- A. nature of the business for which time was requested;
- B. the amount of official time utilized; and
- C. when the time was utilized.

**Section 10.** The Union Representative and/or his/her designee at each level will be granted official time in a manner such that there is no additional cost to the Employer to deal with the appropriate Management level and/or his/her designee. Such meetings will be held at mutually agreeable times. At other meetings called by the Academy Superintendent, Division Manager, or Branch Manager and/or his/her designee, Union participants will be on official time.

**Section 11.** Provided he/she can be released from duty, the Union President or his/her designee may be granted official time to prepare for meetings scheduled with the Employer.

**Section 12.** The Parties agree that in all cases the amount of official time utilized for representational functions in order to be considered "reasonable" must balance the effective conduct of the Government's business with rights of employees to be represented in matters relating to their employment.

## **ARTICLE 14 UNION ACTIVITIES**

**Section 1.** The Parties recognize that pursuant to Public Law. 95-454 any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) will only be performed during the times the employees are in a non-duty status and in a non-work area. The Parties agree to cooperate in eliminating any such activities which are being conducted by employees in a duty status contrary to law.

## **ARTICLE 15 DOCUMENTS PROVIDED TO UNION**

**Section 1.** The Federal Aviation Personnel Manuals (FAPM) are available on the Intranet to all BUEs. Hard copies are available during normal administrative office hours to Union Representatives in the Office of Resource Management. The manuals will not be removed from the office in which they are maintained. Portions of the FAPM may be checked out to Union officers for short periods of time for reproduction.

**Section 2.** DOT/FAA and Aeronautical Center orders and notices relating to personnel policies, practices, and working conditions that are applicable to BUEs will be made available to Union Representatives.

**Section 3.** The Union will be afforded, upon request and to the extent not prohibited by law, data which:

- A. is normally maintained by the Agency in the regular course of business;
- B. is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- C. does not constitute guidance, advice, counsel, or training provided for Management Officials or Supervisors, relating to collective bargaining.

**Section 4.** The cost of all documents provided the Union will be borne by the Employer.

## **ARTICLE 16 UNION PUBLICATIONS/INFORMATION AND USE OF EMPLOYER'S FACILITIES**

**Section 1.** The Employer will provide bulletin board space for the posting of Union material. This space will be made available as mutually agreed by the Parties. There will be no restriction on the content of publications and announcements placed on the Union's bulletin board space by the Union. Posted materials will not be removed by the Employer. The Parties recognize that the posting of scurrilous or inflammatory material is prohibited. Materials will be posted during non-duty time. Bulletin board privileges are the exclusive right of the Union and will not be extended to any other labor organization.

**Section 2.** The Employer will approve the Union's use of facility space at no cost to the Union for periodic meetings with employees in the BU provided the space requested is available, and the use of the space does not interfere with operational/training requirements of the facility. These meetings will take place during the non-duty hours of the employees involved.



**Section 3.** The Employer will provide the Union a suitable space to store reference material and hold confidential discussions between a Union Representative and employee, provided space is available and use of the space does not interfere with operational or training requirements of the Academy. Such discussions will be held during non-duty hours of employees involved or during official time authorized under the provisions of this Agreement. A message slot may be installed in the door. In no case will the Employer be required to provide equipment for use by the Union and if at any time the space becomes needed, the Employer reserves the right to withdraw from such arrangement.

**Section 4.** The Union will have the right to solicit advertisements for its publications, in accordance with regulations, from persons or businesses which have no business or financial relationships with the Employer and which are not regulated by the Employer.

**Section 5.** The Union may place literature in individual slots/boxes of BUEs where they presently exist. The Employer will not be required to install any additional boxes and does not assume any responsibility for such Union literature. In areas where individual slots/boxes do not exist, appropriate officials of Management and the Union will establish a mutually acceptable means of distributing such literature.

**Section 6.** The Employer will allow the Union the use of the internal mail system (to include electronic mail) for communications on proper labor relations subjects between Union officers/representatives and BUEs as well as between the Union and the Employer.

## **ARTICLE 17 PARKING**

**Section 1.** The Employer will provide adequate employee parking accommodations. This space will be equitably administered among BUEs, excluding spaces reserved for handicapped, government vehicles, and visitors. All Employer/Union pairs will be afforded equivalent parking privileges.

## **ARTICLE 18 DUES WITHHOLDING**

**Section 1.** This Article constitutes a mutual understanding between the Parties of their respective responsibilities, and of procedures, conditions, and requirements for withholding and remitting the dues of certain employees who are members, in good standing, of the Union and who voluntarily authorize allotments from their compensation for this purpose.

**Section 2.** Any employee who is a member of the BU and who is a member, in good standing, of the Union may authorize an allotment of pay provided he/she regularly receives sufficient pay on the regularly scheduled paydays to cover the full amount of the allotment.

**Section 3.** The procedures and effective dates of authorization will be as follows:

- A. The Union agrees to inform each of its members in the BU of the voluntary nature of authorizing allotment of pay to cover dues and the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for exercising their prerogative of revoking such authorization at any time subject to the conditions of Section 5.d.
- B. The Union agrees to acquire and distribute, to its members in the BU, the prescribed authorization form and to receive completed forms from members who request allotments. Standard Form 1187 (SF 1187) is the only form which may be used for this purpose.
- C. The President, Executive Vice-President, or the Treasurer of the Union are designated to process completed authorization forms by completing Section "A" thereof. They are responsible for ascertaining that the forms are properly completed and that the employees are members in good standing of the Union. Certificated authorization forms will be submitted to the Payroll Liaison Staff, AMH-400, Shared Service Center, Mike Monroney Aeronautical Center, PO Box 25082, Oklahoma City, Oklahoma 73125. Documentation of receipt of SF 1187 forms will be provided to the Union by the Payroll Liaison Staff office.
- D. A properly completed and certified authorization will be effective at the beginning of the first pay period following receipt of the form by the Payroll Liaison Staff, AMH-400, Shared Service Center, and will continue in effect until the allotment is changed or terminated in accordance with the provisions of Section 4 and 5.
- E. An SF 1187 which has not been properly completed or properly certified will not be accepted and will be returned to the employee by the Payroll Liaison Staff, AMH-400, Shared Service Center, within 10 workdays after receipt by the authorizing official with notice of the reasons why it has not been processed.

**Section 4.** The amount of dues to be withheld under this Article will be the regular dues of the member as specified on the member's SF-1187, or as certified by the Union if the amount of regular dues has been changed as provided in the subsections. A deduction of regular dues will be made every pay period from the pay of an employee who has requested such allotment for dues.

- A. If the amount of regular dues is changed by the Union, the President of the Union will notify the Payroll Liaison Staff, AMH-400, Shared Service Center, and the Program Director, Office of Human Resource Management, AMH-1, that the amount of regular dues has changed and will certify as to the new rate and the effective date of the amended dues structure.

- B. The amended rate will be withheld effective the beginning of the pay period following receipt of the certification by the Payroll Liaison Staff, AMH-400, Shared Service Center, unless a later date is specified by the Union. A new SF 1187 is not required. Only one rate change may be made in any period of 12 consecutive months (i.e., 12 months must elapse between changes).

**Section 5.** The Program Director, Office of Financial and Budget Services, will authorize termination of an allotment:

- A. if the Union loses exclusive recognition for the BU or if this Agreement is suspended or terminated by appropriate authority outside the FAA. The termination will be effective the beginning of the first pay period following the effective date of the loss of recognition, or termination or suspension of this Article.
- B. when the employee is separated from the FAA, or promoted, transferred, or reassigned from the BU for which recognition has been granted. The allotment will be terminated at the end of the pay period in which the employee last served in a position covered by the BU or at the end of the payroll period in which the need for the termination is known by the Program Director, Office of Financial and Budget Services.
- C. when an employee is detailed or temporarily promoted out of the BU. Dues withholding will terminate at the beginning of the first pay period following the effective date of the action. The Union President will be promptly notified by the Payroll Liaison Staff, AMH-400, Shared Service Center, when Union dues are terminated with an explanation of termination.
- D. upon receipt of notice from the Union that the employee is no longer a member in good standing. The allotment will be terminated at the beginning of the first pay period after receipt by the Payroll Liaison Staff, AMH-400, Shared Service Center, of notification by an authorized representative of the Union.
- E. when an employee who has authorized the withholding of Union dues requests revocation of such authorization by completion and submission of Standard Form 1188 (SF 1188) to the Payroll Liaison Staff, AMH-400, Shared Service Center, provided the employee has been on dues withholding for one (1) year. Upon receipt of a revocation form which has been properly completed and signed by the employee, the Payroll Liaison Staff office will discontinue the withholding of dues from the employee's pay, effective with the first full pay period beginning after the particular employee's anniversary date, provided the SF 1188 is received in the Payroll Liaison Staff office no later than the last work day of the pay period that includes the employee's anniversary date. The anniversary date is the starting date of the first pay period for which dues were deducted from the employee's pay. The Payroll Liaison Staff office will notify the Union by e-mail of all revocations and provide a copy of the SF 1188 at the time the revocation is made effective.

**Section 6.** Upon completion of each pay period, the Program Director, Office of Financial and Budget Services, will remit the amount due. The remittance will be payable to the Secretary or Treasurer of PAACE and transmitted to the address furnished by the Union.

- A. At the time of each remittance, the Secretary/Treasurer of the Union will be sent an electronic statement giving the following information:
1. identification of office or facility;
  2. identification of the Union;
  3. names of members for whom deductions were made, in alphabetical order, and amount of each deduction;
  4. names of members for whom deductions previously authorized were not made, with coding to show the reason for non-deduction;
  5. names of new members for whom deductions are now being made;
  6. the total number of members for whom dues were withheld; and
  7. the amount remitted.
- B. The Union agrees to keep the Manager, Accounting Division, informed as to the current name, title, and address/e-mail of the Treasurer of the Union.

**Section 7.** The Parties to this Agreement agree that:

- A. any transaction made under the provisions of this Article will be at no cost to the Union or the employee.
- B. administrative errors in remittance payments will be corrected and adjusted pursuant to mutual agreement of the Parties on a case by case basis. Such adjustments will be made by the Parties in a timely manner.
- C. the Union will notify the Program Director, Office of Financial and Budget Services, within five (5) workdays when an employee with a current allotment authorization ceases to be a member in good standing.

**Section 8.** The Parties recognize that payment of Union dues is a personal obligation of the employee who has authorized dues withholding. In the event the withholding of an employee's Union dues is terminated or suspended due to the Employer's administrative error, the Employer will collect dues from the employee for the period during which no dues were withheld and will remit to the Union the amount collected from the employee.

**Section 9.** Union Benefits Plan. In the event the Union establishes any benefits plan, employee allotments of pay to a savings organization will be authorized to the limit specified by regulations of the Treasury Department, or of any other governing agency.

## **ARTICLE 19 JOB DOCUMENTATION**

**Section 1.** Each employee covered by this Agreement will be provided a Position Description (PD) which accurately reflects the description of duties for his/her position, including the career level definition. A PD will be provided to an employee normally within 30 days after the employee reports for duty in the position. If an employee believes that his/her PD is not accurate, he/she may request a review by the appropriate supervisor and be assisted by a Union Representative. A dispute regarding the accuracy of an assessment of an employee's PD, as it relates to the career level definition, may be handled under Article 7 of this Agreement. Upon request all Employees covered by this Agreement will be provided a copy of said documentation within 90 days of the signing of this Agreement and a copy of each different PD will be given to the Union. Electronic copies are acceptable.

**Section 2.** The Employer will periodically review positions under his/her jurisdiction to insure accuracy of the PDs and immediately provide the union with documentation of the review.

**Section 3.** PDs and career level definitions are terms and conditions of employment. Prior to implementing any change in the PD or career level definitions, the parties will enter into negotiations concerning said changes. All changes to the PDs or career level definitions of BUEs will be forwarded to the Union before implementation.

**Section 4.** When it becomes necessary to assign duties that are not reasonably related to the employee's official PD and that are of a recurring nature, the PD will be amended to reflect such duties.

## **ARTICLE 20 PERFORMANCE APPRAISAL**

**Section 1.** Annual performance appraisals will be made under provisions of applicable law and Agency directives. A copy of the completed appraisal, with the Performance Plan attached, will be given to the employee at the completion of the appraisal interview. At any time the Agency adopts a new Performance Planning and Recognition System (PPRS), this Article will be reopened.

**Section 2.** The first-line supervisor, except when the supervisor/employee relationship has been in effect less than 90 days and it is not feasible to extend the rating period, will provide an appraisal for members of the BU. Appraisals are subject to review by the appropriate review official in accordance with Agency directives.

**Section 3.** Performance Plans (outcomes and expectations) will be established by the Employer, with input from the employee. These plans will be established within 30 days of the beginning of the performance cycle and will be considered the plan of record. These plans will be consistent with the PD and career level definitions, organizational goals, and work assigned for the appraisal period.

**Section 4.** Annual performance appraisals will be recorded on the forms provided by the Employer for that purpose.

**Section 5.** Performance plans will be applied to individual employees in a fair and just manner.

**Section 6.** The employee's signature, after the review of his/her performance evaluation, indicates that he/she has reviewed the completed appraisal record and that it has been discussed with him/her. The employee's signature will not be taken to mean that he/she agrees with all the information or that he/she forfeits any rights of review or appeal. The employee may make comments in the comments section or attach them on a separate page.

**Section 7.** If, at any point during the performance period, the first line supervisor determines that an employee is not meeting a critical performance outcome (or expectation), the supervisor will counsel the employee in writing. The Supervisor will provide counseling, in writing, on the performance outcome (or expectation) in which improvement must be made, this includes but is not limited to:

- A. comparing the demonstrated outcome (or expectation) against the agreed upon performance plan;
- B. identifying (and making available) assistance required to perform at the expected level;
- C. providing the employee a reasonable opportunity to demonstrate acceptable performance.

**Section 8.** A reasonable opportunity to perform will, in no case, be less than 90 days and will be considered as a formal Opportunity to Demonstrate Performance (ODP). The supervisor will write a plan which identifies what the employee must do to improve his/her performance to be retained in the job and what the Employer will do to assist the employee.

**Section 9.** Approximately every 30 days during the 90 day period, the supervisor will provide the employee with written review identifying the employee's progress and any areas still needing improvement. Additionally, the supervisor will include specific recommendations of methods and means of improving that the employee may use to attain the acceptable level of performance.

**Section 10.** A non-probationary employee whose demotion or removal is proposed because of the Employer's determination of unacceptable performance is entitled to:

- A. 30 days advance written notice of the proposed action identifying specific instances, in detail, of documented, unacceptable performance, and the critical performance outcomes (or expectations) of the employee's performance plan involved in each instance. No reference may be made to any alleged instance of unacceptable performance more than one (1) year prior to the notice;
- B. representation by a representative of the employee's choice;
- C. a reasonable time (not less than 15 calendar days) to respond to the proposal in writing, and an oral presentation may be requested;
- D. request an extension of the response period, which may be granted for good cause shown;
- E. a final decision in writing within 30 days of the expiration of the notice period; and
- F. if the final decision is to sustain the proposed action, the decision letter must specify the instances of unacceptable performance on which it is based. A management representative who is in a higher position than the management representative who proposed the action must concur with the decision.

**Section 11.** If, because of performance improvements by the employee during the notice period, the employee is not demoted or removed and the employee's performance continues to be acceptable for one (1) year from the date of the advance written notice, any entry or other notation of the unacceptable performance for which the action was proposed will be removed from any record relating to the employee.

**Section 12.** Employees will be rated only on those outcomes and expectations of the performance plan of record in which they had an opportunity to demonstrate performance. In those instances where an employee is not provided an opportunity to demonstrate performance in a specific outcome or expectation, he/she will not be rated on that outcome or expectation.

**Section 13.** When an appraisal of supervisory potential is used as part of the Merit Promotion Program, employees will be allowed to review the form containing the appraisal of their supervisory potential and the supervisor will discuss the appraisal with the employee. These discussions will be held with the employee at the time such appraisal of supervisory potential is completed or revised.

**Section 14.** A written performance plan containing at least one critical outcome and expectation that addresses operational requirements of the position will be established for, and communicated to, each employee. Critical Outcomes must only be assignments (or responsibilities) of such importance that unacceptable performance in that outcome would result in a determination that the employee's overall performance is unacceptable. It must describe work assignments and responsibilities which are within the employee's control.

## **ARTICLE 21 PERFORMANCE AWARDS AND RECOGNITION**

**Section 1.** The Employer agrees that performance awards and recognition (cash or honorary) are based entirely upon job performance and/or for contributions resulting in benefits or savings to the Government. This program will not be used to discriminate against employees or to effect favoritism. Awards and recognition will be administered in accordance with the Agency's Performance Planning and Recognition System.

**Section 2.** By October 31, of each year, the Employer will provide the Union with an electronic list showing the name of all Academy Employees who received formal awards during the preceding year, and the type of awards received. The Employer will include the total amount spent on monetary awards for the BU and the remainder of the FAA Academy.

**Section 3.** Prior to making changes in the FAA Recognition Program affecting employees covered by this Agreement, the Employer will notify the Union. If the Union requests, the Parties will meet, thoroughly discuss the proposed changes and attempt to reach a joint recommendation.

## **ARTICLE 22 ORGANIZATION AND EMPLOYEE PERFORMANCE**

**Section 1.** The Employer and the Union both recognize the importance of individual employee and team performance in meeting Academy strategic goals and objectives. It is also mutually recognized that organizational performance must be accurately measured and reviewed on an on-going basis and that individual performance must be linked to organizational performance measures. It is therefore agreed that individual and/or team performance standards may be established that specify quantifiable performance objectives. Specific individual and/or team performance measures may be established, representing areas such as, but not limited to:

- A. training quality and outcomes from various sources including end of course and post training evaluation information;
- B. the cost of training services and cost reduction goals;
- C. response and training development time; and
- D. labor hour utilization, e.g., ratio of contact, preparation, and revision, and development compared to other activities.



**Section 2.** Objective information required to monitor progress with respect to performance measures will be developed and maintained by the Academy Superintendent's staff organization and made available to Divisions and the Union as necessary.

**Section 3.** Employee and team performance will be appropriately recognized when meeting or exceeding performance measures. Likewise, performance that falls short of stated performance measures will be handled through positive and progressive approaches.

## **ARTICLE 23 INDIVIDUAL AND TEAM EFFICIENCY INCENTIVES**

**Section 1.** Within 120 days after the signing of this Agreement, the Parties will convene a work group for the purpose of further defining methods and procedures for recognizing and rewarding employees whose contributions result in cost savings or efficiency improvements for the Agency and/or the Agency's customers, such as gain sharing.

**Section 2.** The scope of the work-group will include, but not be limited to:

- A. development of a process for the identification of cost savings and efficiency improvements;
- B. a means for identification of ideas to the appropriate Agency official;
- C. a method of verification and validation of the ideas or suggestions; and
- D. a system of rewards for the employee(s) or group(s)/team(s) involved.

**Section 3.** The work group will be comprised of two members of Management and two Union Representatives as determined by the Parties. Outside participants may be invited by mutual agreement of the Parties. All Union participants in the work group will be on duty time, and afforded travel and per diem, if applicable.

## **ARTICLE 24 QUALIFICATION STANDARDS**

**Section 1.** The Parties recognize that qualification standards for employment are established by the Office of Personnel Management. Prior to recommending changes in the qualification standards for employees covered by this Agreement, the Employer will notify the Union and enter into collective bargaining negotiation concerning the reasonableness and applicability of the qualification standards and the impact of any changes to said standards.

## **ARTICLE 25 ELECTRONIC OFFICIAL PERSONNEL FOLDER**

**Section 1.** Material placed in an employee's official personnel folder will be of an official nature only as defined in the Federal Personnel Manual, and will bear the name of the person originating the material. The employee may be given copies of all FAA-initiated material to which he/she is permitted access by law or Office of Personnel Management regulation which is placed in his/her Electronic Official Personnel Folder (eOPF) subsequent to the effective date of this Agreement.

**Section 2.** There will be maintained one Official Personnel Folder only for each BUE. The eOPF will be maintained electronically by the Office of Human Resource Management.

**Section 3.** An employee or, upon request, his/her designated representative, will be afforded reasonable access to the employee's eOPF and the material therein, except that material restricted by law or Office of Personnel Management regulation.

**Section 4.** Access to an employee's eOPF will be granted to other persons only as authorized by law or Office of Personnel Management regulation.

**Section 5.** An employee who, pursuant to Office of Personnel Management regulations, attempts unsuccessfully to correct or amend a record contained in his/her eOPF, may have a statement of disagreement placed in his/her folder. In addition, any dispute over the propriety of the placement of the record into the folder or the contents of the record will be subject to the grievance and arbitration provisions of this contract.

## **ARTICLE 26 EMPLOYEE DEVELOPMENT**

**Section 1.** The Parties agree that it is the Employer's responsibility to give employees the training and development that is mandatory for their job assignments. Ultimately, it is the employee's responsibility for seeking and completing self-development initiatives such as higher education and new or enhanced skills.

**Section 2.** The Parties agree that it is the Employer's responsibility to create a work environment that enables and encourages employees to seek and act upon self-development opportunities. To the extent possible, some of the areas that managers and supervisors may consider when looking for ways to support all employees in self-development initiatives are:

- A. providing flexible work schedules to include modified work schedules, duty time for training directly related to job skills, and AWS to support education and training needs (where appropriate and does not interfere with mission requirements and customer support);

- B. encouraging and supporting alternative methods for training including web based training. Counseling and support for career plans include development of Individual Development Plans (IDPs);
- C. supporting employee requests for detail assignments and temporary promotions to diversify their experience (where appropriate, does not interfere with mission requirements or customer support, and as budgetary considerations will allow);
- D. placing a priority for locally arranged training course in the face of budget cuts in other areas;
- E. giving employees a chance to use new skills, acquired through self-development actions, on the job; and
- F. recognizing employees that initiate and complete self-development actions.

**Section 3.** Employees may participate, on their own time, in educational and training programs directly related to the improvement of their job performance within their occupation or profession. The Government Employees Training Act may authorize reimbursement for tuition and related costs. Requests for approval must be submitted through the first line supervisor, in accordance with Academy policy, in advance to permit final determination to be made prior to enrollment. Approval will not be given on a retroactive basis and is dependent on the availability of funds.

**Section 4.** All learning and development activities will be conducted in accordance with sound learning and development practices and FAA Personnel Management Systems, Chapter IV, Training. All training and development activities are dependent on the availability of funds.

**Section 5.** Employees will be allowed the use of government computers to take government on-line training programs which are beneficial for the Agency and approved by Management. Participation in this training may be scheduled during duty hours if no operational impact results. This training includes, but is not limited to FAA Web Based Training.

## **ARTICLE 27 TRAINING FOR CLASSROOM INSTRUCTION CERTIFICATION**

**Section 1.** The Parties recognize that, for the purpose of this Article, the course numbers and titles may be substituted or replaced as appropriate.

**Section 2.** Completion of Course 10520 (Basic Instructor Training) is required prior to instructing in the classroom as a full-time FAA Academy Instructor. The Division Manager, in instances where the employee has specific training delivery experience or other training that would adequately prepare the employee for instructional duties, may waive this requirement in writing.

**Section 3.** If there is more than a two (2) year gap between completion of Course 10520 and being assigned to instruct at the FAA Academy, completion of Course 10526 (Instructor Effectiveness Training) or Course 10501 (Facility Instructor Training) may be required prior to instructing.

**Section 4.** Within the first three (3) years at the FAA Academy, the individual will be afforded the opportunity to complete Course 10529 (Sharing Instructor Techniques) and either Course 10512 (Curriculum Development) or Course 10513 (Instructional Testing).

**Section 5.** Within the fourth or fifth year at the FAA Academy, the individual will complete at least one instructor delivery or development course, seminar or workshop, which could include but is not limited to:

A. FAA Academy Training:

1. Interactive Video Teletraining Skills

B. Center for Management and Executive Leadership:

1. Facilitator Training

C. Other:

1. Marketing Your Training Internationally
2. Project Management for Trainers
3. The Successful Training Manager
4. Designing Computer Based Instruction
5. On-The-Job Training (OJT) Techniques

**Section 6.** Procedures will be established by the Academy Superintendent's Office, which may be in the form of an Academy Work Instruction, for ensuring instructors receive progressive preparation prior to instruction. This includes sufficient exposure to the curricula, training materials, and requisite technical expertise prior to assuming classroom instructor duties.

**Section 7.** A checklist will be maintained, by the first level supervisor for each instructor, by block of instruction, as opposed to by course, showing:

- A. course name & number;
- B. block of instruction;
- C. instructor name;
- D. familiarity with lesson plans;

- E. date attended block of instruction as a student and/or date monitored block of instruction as an instructor;
- F. date taught block of instruction; and
- G. date proficient in block of instruction

**Section 8.** It is understood that after a period of time, proficiency may be lost and must be reacquired by preparation and often times monitoring. Each Division will determine and document this using the checklist in Section 7.

**Section 9.** There will be instances when an instructor does not require progressive preparation before teaching a Block of Instruction. These instances must meet the following criteria:

- A. Instructor has attended the entire course as a student (per personnel training records); or
- B. Instructor has been afforded the opportunity to monitor the entire course as an instructor.

**Section 10.** Instructors may agree to waive progressive preparation if the Supervisor has determined that there will be no loss of quality in instruction.

## **ARTICLE 28 INSTRUCTOR IMPROVEMENT**

**Section 1.** Upon Instructor's request, Instructor monitoring may be conducted by Training Services Support Division (AMA-20) personnel for the purpose of improving instructional delivery. In addition, Management can suggest, to the instructor, a monitor from AMA-20. In either case, the feedback resulting from this effort will be confidential between the instructor and AMA-20 personnel. AMA-20 will send out a semi-annual notice to all instructors reminding them of the service available from AMA-20.

**Section 2.** Instructor evaluation by Management will be conducted to ensure technical compliance and quality assurance on a semi-annual basis for each instructor. If, during the evaluation, the Manager discovers deficiencies in training delivery, a monitor from AMA-20 personnel may be required. At least one (1) day of advance notice will be given when an AMA-20 monitor is assigned. The Employee will be made aware of his/her deficiencies at the time of the advance notice.

**Section 3.** Opportunities for instructor enrichment will be made available on an annual basis. Instructors may attend one in-service workshop, either conducted or organized by AMA-20 personnel. These workshops will be designed to enhance instructor delivery techniques as well as other classroom dynamics. Managers will help arrange teaching schedules to accommodate workshop attendance. Offering of these workshops will be contingent on available resources. These workshops can be used to satisfy instructor delivery requirements identified for the fourth or fifth year.

## **ARTICLE 29 INSTRUCTOR CROSS UTILIZATION (CROSS-TRAINING)**

**Section 1.** Cross Utilization. To ensure sufficient resources are available to perform our mission and to maximize the effective use of our existing human resources.

**Section 2.** Cross-Training. A list will be established of those individuals who would like to cross train into different areas of expertise within their Division. Each Division will maintain its own pool, the mechanics of which will be specific to each Division's requirements. Resource deficiencies in specialized areas will require cross-training assignments by Management.

**Section 3.** Documentation. There are several options for documenting when an instructor teaches curriculum or performs other duties that are outside the instructor's assigned Section, Branch or Division. Each Division will maintain documentation such as:

- A. Training Record, Form 3120-1;
- B. a record containing:
  - 1. Course Number
  - 2. Course Title
  - 3. subject matter
  - 4. Date Instruction occurred;
- C. a record containing:
  - 1. details of other duty
  - 2. date the duty was performed;
- D. Letter(s) of Appreciation;
- E. Letter(s) of Commendation.

## **ARTICLE 30 FAMILIARIZATION AND FLIGHT DECK TRAINING (FDT)**

**Section 1.** The Parties agree to adopt JO 3120.29 Flight Deck Training Program (FDT) as the Academy Flight Deck Training policy.

**Section 2.** Familiarization trips, on duty time, by employees to visit ATC facilities will be permitted. Familiarization trips under this Article are subject to operational needs and staffing limitations. The purpose of these trips will be to familiarize personnel with the operation of other facilities. The use of government vehicles may be authorized for this purpose.

## **ARTICLE 31 TECHNICAL CURRENCY TRAINING**

**Section 1.** It is the intent of the FAA Academy to program and schedule periodic field refresher training for its instructor personnel, where appropriate, to maintain their technical skills and to maintain required currency for the instructional position they now occupy. Familiarization trips for instructors may be required by the Academy, or may be requested by the instructor. Approval of requests will be subject to operational staffing or available resources.

## **ARTICLE 32 HOURS OF WORK**

**Section 1.** The basic workday will consist of eight (8) hours duty time and the basic workweek will consist of five (5) consecutive days. Workweek and hours of duty will be administered in accordance with applicable laws, regulations, and policies.

**Section 2.** Alternate Work Schedules (AWS) will be authorized in accordance with HRPM Leave and Work Schedule (LWS) 8.15, Alternate Work Schedule (AWS), HROI Compressed Work Schedules (CWS), and HROI Flexible Work Schedule (FWS) all dated May 4, 2005. Where provisions of this Agreement differ from the referenced documents, this Agreement will take precedence.

**Section 3.** Employees will record their time and attendance using CASTLE. CASTLE time logs will be posted by employees for electronic submission to the time and attendance clerks.

**Section 4.** Requests from individuals for an Alternate Work Schedule, or a change in type of Alternate Work Schedule will be submitted through government e-mail. Requests to work an AWS will normally be approved if operational/administrative requirements permit and no additional premium pay is incurred. The request will be received at least one (1) pay period before the requested change. Exceptions to this requirement may be made if the manager deems the request to be advantageous to the government. If the request is denied, the employee will be notified in writing with justification. Employees will be given at least one (1) full pay period advance notice prior to discontinuing an approved tour of duty, except in those cases where operational requirements or increased costs do not permit such notice. The Employer retains the prerogative to discontinue AWS for any employee with cause in accordance with Section 12 of this Article.

**Section 5.** Alternate Work Schedule (AWS) is normally only available to employees working a day shift between the hours of 6:00 a.m. and 6:00 p.m. Employees may request to work an AWS if their assigned shift falls outside of the normal day shift range. Request to work an AWS for other than day shift may be approved if operational/administrative requirements permit and no additional premium pay is incurred. Individual requests will be submitted through government e-mail and should include the requested work schedule, length of time they wish to work the AWS (must be a minimum of one pay period), and reason for the request.

**Section 6. Tour of Duty**

A. Day Shift

Core Hours – 9:30 AM to 2:30 PM

Flexible Time Bands – 6:00 AM to 8:30 AM and 2:30 PM to 6:00 PM

Lunch – 11:00 AM to 1:00 PM, unpaid 30 minutes minimum, two (2) hours maximum.

B. Evening Shift (2<sup>nd</sup> Shift)

Core Hours – 4:30 PM to 10:00 PM

Flexible Time Bands – 2:30 PM to 4:30 PM and 10:00 PM to 1:00 AM

Lunch – 5:30 PM to 7:30 PM, unpaid 30 minutes minimum, two (2) hours maximum.

**Section 7.** Although the Flexible Time Band for evening shift extends to 1:00 AM, Managers will not approve a schedule that includes an employee working normal hours past 12:00 AM, since this incurs additional premium pay. Managers may approve credit hours for the 12:00 AM to 1:00 AM time frame.



**Section 8.** Requests from individuals to change scheduled starting or stopping hours, within the established hours of duty, will be submitted through government e-mail. Changes in scheduled hours will normally be approved if operational/administrative requirements permit and no additional premium pay is incurred. The request will be received at least one (1) pay period before the requested change. A supervisor may require notification from individuals working on approved AWS maxi-flex schedules if their starting or ending time will deviate from their pre-approved schedule.

**Section 9.** Requests from individuals working an approved AWS compressed workweek schedule to change scheduled RDO's will be submitted through government e-mail. The request will be received at least one (1) pay period before the requested change.

**Section 10.** An employee may request to alter an AWS for hardship reasons. The reasons will be submitted through government e-mail to the Employer. Altering an AWS for hardship reasons will be based on the merits of each case, and if found acceptable by the Employer, employees will be accommodated as soon as operational and scheduling requirements permit.

**Section 11.** Requests to earn or use credit hours from individuals working an approved AWS schedule will be submitted and approved in advance through CASTLE.

**Section 12.** If the Employer demonstrates that an AWS for an individual employee:

- A. interferes with the accomplishment of the mission;
- B. causes additional costs; or
- C. impacts services to the customer;

the Employer may terminate the schedule. If the Employer seeks to terminate AWS at the Academy level it will follow applicable sections of 5 USC.

**Section 13.** The Employer will not require employees to work additional hours or days for credit hours.

**Section 14.** Credit hours must be earned prior to their use. Procedures for approving the use of earned credit hours will be the same as those for approving annual leave requests, Article 38. When requested in advance, the employee may substitute credit hours for approved annual leave.

**Section 15.** Employees may accrue and carry over credit hours in accordance with HRPM LWS 8.15, Alternative Work Schedules dated 05/04/2005.

## **ARTICLE 33 SHIFT WORK AND ASSIGNMENTS**

**Section 1.** Basic shift schedules will be developed in consultation between the Employer and the Union. Assignments of individual employees to a shift are not considered as changes in the basic shift schedule. The basic shift schedule will not be changed without prior consultation with the Union.

**Section 2.** Employees will be notified at least seven (7) days in advance of assignment or change(s) in assignment to the shift schedule, except in those cases where operational requirements beyond the control of the FAA do not permit such notice. Nothing will prohibit the employee from requesting a reduction in the advance notice.

**Section 3.** The Employer should approve the exchange of shift by equally qualified employees, if mutually agreed to by the employees involved, and if the exchange would not adversely affect the mission of the Academy, and provided that changes do not result in overtime or violation of the basic workweek.

**Section 4.** In the event that the scheduled Instructor cannot deliver a scheduled resident class, and another instructor must teach the class, the Employer will provide reasonable notice consistent with operating requirements. In the event that an Employee is at work and notified that he/she will be needed to cover another shift that day he/she will be given the option to remain on his/her current shift that day and fill the void on overtime or leave and return for the required shift that day. Every effort to cover the shift will be exhausted prior to canceling previously approved leave.

## **ARTICLE 34 OVERTIME**

**Section 1.** Employees who work approved overtime will be compensated at true time and a half base pay rate.

**Section 2.** Overtime will be offered to employees based on their seniority. The Employer agrees to make a reasonable effort, based on seniority, to distribute overtime equitably among qualified and available employees, consistent with the specialized skills and abilities necessary for the work to be performed. Adequate records of overtime will be maintained by the Employer and will be available to the Union upon request.

**Section 3.** In the assignment of overtime, the Employer agrees to provide an employee with as much advance notice as the situation permits. If no senior employee desires to accept the overtime assignment, the overtime will be assigned to the most junior employee. Consideration will be given to the workload involved and the ready availability of other qualified employees willing to accept the assignment.

## ARTICLE 35 TELEWORK

**Section 1.** The Academy will administer telework in accordance with Human Resources Policy Manual (HRPM) Volume 12: Work Life and Benefits, WLB-12.3 FAA Telework Program dated September 07, 2010.

**Section 2.** Management will, on an annual basis, provide the union a report of formal requests for telework including approvals and rejections.

## ARTICLE 36 PART-TIME EMPLOYMENT

**Section 1.** Part-time career employment can help employees balance personal needs with their professional responsibilities. It is the intent of the Employer to make part-time career employment opportunities available consistent with the Employer's resource and operational requirements. Denial of requests for part-time employment will be discussed with the employees, and they will be provided specific written reasons for the denial.

**Section 2.** While the Union recognizes the statutory rights of the Employer with respect to the establishment of permanent part-time positions, such positions have not previously existed. Should the Agency make the determination to establish part-time positions as a condition of employment, this determination will form the basis for negotiations.

**Section 3.** Except as provided below:

- A. the tour of duty for a part-time employee will be no less than 16 and no more than 32 hours per week;
- B. the tour of duty for a part-time employee on an AWS may be set on the basis of 32 to 64 hours per pay period;
- C. a part-time employee's tour of duty will be scheduled in CASTLE.

**Section 4.** An increase of a part-time employee's tour of duty above 32 hours per week or 64 hours per pay period is not permitted for more than two (2) consecutive pay periods. This does not preclude changing the employee's work schedule from part-time to full-time on either a temporary or permanent basis in the event of unexpected increases in workload.

**Section 5.** The Employer will not abolish any position occupied by an employee in order to make the duties of such a position available to be performed on a part-time career employment basis. This Section does not preclude the Employer from permitting a full-time employee from voluntarily changing to a part-time work schedule.

**Section 6.** Any person who is employed on a full-time basis will 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 time-in-grade restrictions on advancement.

**Section 8.** A part-time employee will accrue leave for each year of service in accordance with Articles 38 and 39 of this Agreement on a pro-rated basis.

**Section 9.** If a holiday falls on a day part-time employees are scheduled to work and employees do not work, they are paid at their basic rates of pay for the numbers of hours scheduled for that day. Conversely, if a holiday falls on a day part-time employees are not scheduled to work, the employees are not entitled to compensation. If the employees work during their scheduled hours on a holiday, they are entitled to holiday premium pay for those hours scheduled.

**Section 10.** Before an employee is assigned to a part-time position, the Employer 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.

**Section 11.** The Parties recognize that conversion of full-time to part-time positions may require a duty to bargain. Therefore the Parties agree to confer at the appropriate level prior to such conversion.

**Section 12.** Payment of overtime for part-time employees is authorized when the hours of work exceed 40 hours per work week, or eight (8) hours per day unless an AWS provides otherwise.

**Section 13.** Part-time employees will be paid appropriate premium pay and differentials for hours worked.

**Section 14.** In administering any personnel ceiling applicable to the Agency, an employee employed on a part-time career employment basis will be counted as a fraction which is determined by dividing 40 hours into the average number of hours of such employee's regularly scheduled work week, unless directed by the U.S. Congress or OMB.

## **ARTICLE 37 ASSIGNMENT OF TEMPORARILY DISABLED EMPLOYEES**

**Section 1.** An employee recuperating from illness or injury and temporarily unable to perform the duties of his/her assigned position may submit a written request to his/her supervisor for temporary assignment to productive duties commensurate with the disability and the employee's qualifications.

**Section 2.** The employee will provide a medical statement signed by a licensed/registered practicing physician, or other practitioner, attesting to the probable length of the employee's disability.

**Section 3.** The supervisor will consider the employee for an appropriate productive assignment if available. Such assignments, if granted, will not be for more than six (6) months in duration unless mutually agreed to by the Employer and the Employee.

## **ARTICLE 38 ANNUAL LEAVE**

**Section 1.** Employees are entitled to annual leave with pay that accrues as follows:

- A. less than three (3) years of service earn four (4) hours of leave each full biweekly pay period (annual accrual of 104 hours [13 days]).
- B. three (3) or more, but less than 15 years of service earn six (6) hours each of the first 25 full biweekly pay periods and ten hours for the last full biweekly pay period (annual accrual of 160 hours [20 days]).
- C. fifteen years or more of service earn eight (8) hours for each full biweekly pay period (annual accrual of 208 hours [26 days]).

**Section 2.** The use of annual leave is the right of the employee subject to the approval of the supervisor. Annual leave must be scheduled and approved in advance except in case of emergency. The supervisor's decision to approve or disapprove requests for annual leave will involve consideration of employee's personal needs and current and anticipated workload.

**Section 3.** Each year Employees, who so request, will be granted a minimum of two (2) consecutive weeks of annual leave for vacation purposes during the period of their choice, unless operational requirements prohibit. Reasonable attempts will be made to satisfy the desires of employees for longer periods of annual leave. A leave schedule must be completed not later than March 1 of each year and will be available for review by the employees involved. The leave schedule will not be changed except in extraordinary situations or at the request of the employee. Any change due to extraordinary situations will be made only after discussion with the affected employees and appropriate Union Representatives. When the Employer agrees that employees are similarly qualified, they may exchange vacation periods.

**Section 4.** In the event of a conflict of scheduled annual leave requests for vacation purposes among BUEs of equal qualifications, determination will be made by seniority in accordance with Article 11 of this Agreement.

**Section 5.** Annual leave requested for any period during the current day, for the shift being worked, will normally be approved/disapproved within four (4) hours of notification. Leave requests for future dates, made in CASTLE, will normally be approved or disapproved before close of business the following day in CASTLE. Approval or disapproval will not be subject to conditional circumstances. Leave requests will be approved in the order that they were requested. If the request was disapproved and annual leave for that time period later becomes available, the leave will be approved in the order that the request was received.

**Section 6.** If workload necessitates changes in approved scheduled leave, the supervisor will notify the affected employee(s) at such time as situations develop and will discuss the reason for the change. Primary consideration will be given to seniority and requisite skills required when changing scheduled leave. If such a schedule change causes an irreconcilable expense or hardship to the Employee, the Academy Superintendent, in consultation with the Union President, will review the facts prior to cancellation.

**Section 7.** Employees may be authorized the use of the leave that they are entitled to earn within a leave year at any time during that leave year. It is agreed that employees will not be required to schedule all of their use or lose annual leave. However, the Parties recognize that management of annual leave to avoid forfeiture is a responsibility shared by employees and their supervisors. All use or lose annual leave must be requested and approved in writing before the start of the third bi-weekly pay period prior to the end of the leave year to be considered for restoration.

**Section 8.** Accrued annual leave may be carried over to the next leave year in accordance with applicable laws and regulations but will not be limited to less than 240 hours. All annual leave scheduled and forfeited because of exigencies of the public business, sickness, or administrative error may be restored under the conditions outlined in HROI Restoration of Annual Leave dated May 04, 2005. Requests for restoration of forfeited annual leave will be initiated by the employee.

**Section 9.** Annual leave for emergency reasons, except where circumstances prevent, will be requested by telephone normally within one (1) hour after the start of the shift. Employees should request emergency annual leave by contacting their immediate supervisor, or other persons designated by Management to receive such requests, as soon as possible after the start of their regular shift. If the supervisor and the designee are unavailable to accept the request, the employee must leave a message.

**Section 10.** Request for annual leave to observe the Sabbath, a special religious holiday, or employee's birthday will be granted if operational requirements permit.

**Section 11.** For this Article, in determining years of service, an employee is entitled to credit for all service of a type that would be creditable under 5 USC 8332 and 8411.

**Section 12.** Except as otherwise provided for in this Agreement, employees are covered by the annual leave and lump sum payment provisions contained in 5 USC Chapter 55, Chapter 63 and the associated regulations in 5 CFR.

## ARTICLE 39 SICK LEAVE

**Section 1.** Employees earn and are granted sick leave in accordance with Agency guidelines and this Article at a rate of four (4) hours for each full bi-weekly pay period. There will be no maximum to the amount of sick leave that may be accrued.

**Section 2.** Sick leave will be approved for an employee who is incapacitated for the performance of his/her duties. Under circumstances involving a contagious disease which requires restriction of movement, isolation, or quarantine of a member of an employee's immediate family, for a specified period, as prescribed by the public health authorities having jurisdiction, sick leave is warranted if the employee is required to care for the patient or his/her presence at work might endanger the health of his/her co-workers. Unless prohibited by operational requirements, sick leave for routine medical, dental or optical examination or treatment will be granted provided it is requested in advance. Requests for unanticipated sick leave will be made as soon as possible, prior to the scheduled starting time of the employee's shift. However, if the degree of illness or injury prevents such notification, the employee will notify the Employer as soon as possible. In cases of extended absences, and when an employee provides the Employer with a tentative return to work date, he/she will only be required to notify the Employer on the first day of each occurrence of illness and will not be required to call in on a daily basis, unless specifically required by the Employer.

**Section 3.** Employees will not be required to furnish a medical statement to substantiate a request for sick leave of three (3) days or less. An employee will be required to furnish a medical statement for absences of more than three (3) workdays, except that this requirement may be waived by the Employer 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 accepted as supporting evidence by the supervisor.

**Section 4.** An employee should request sick leave by contacting his/her immediate supervisor or designee, by telephone as soon as possible after the start of his/her regular shift. The employee will also give the anticipated date of return to duty. If the supervisor and the designee are unavailable to accept the phone call, the employee will leave a message. Under normal circumstances, this request will be made by telephone within one (1) hour after the shift begins. Approval of sick leave for prearranged medical appointments will normally be secured from the Employer in advance of the absence by submitting a request in CASTLE.

**Section 5.** The number of hours of sick leave used will not, in and of itself, constitute just and sufficient cause for sick leave counseling.

**Section 6.** In individual cases, where there is cause to believe an employee may be abusing sick leave, the employee will 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 statement for each subsequent absence. When it has been determined by the Employer that the requirement is no longer necessary, the employee will be notified in writing, the previous notice(s) will be removed from the records and all copies will be returned to the employee.

**Section 7.** An Employee, released from duty because of illness, will not be required to furnish a medical statement for that day.

**Section 8.** Whenever an employee's request for sick leave is disapproved, he/she will be given a written reason, if requested.

**Section 9.** Records of employee sick leave balances will be restricted to those with a need to know. The Employer will not publicly post individual sick leave records.

**Section 10.** Each employee may be granted an advance of up to 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 or when available information indicates that his/her return is only a remote possibility;
- B. he/she has filed, or the Agency has filed, an application for disability retirement;
- C. he/she has signified his/her intention of resigning for disability.

**Section 11.** Employees may be requested to exit the facility through the Occupational Health Division. An employee who is released from duty on advice of the Occupational Health Division will not be required to furnish a medical statement to substantiate sick leave for the day he/she was released from duty.

**Section 12.** When immediate medical treatment is necessary for an employee who becomes seriously ill or injured at work and the employee is unable to transport him/herself, the Employer will arrange for transportation to a physician, medical facility or other designated location. If requested by the employee, or if the employee is unable to request, the Employer will notify the employee's family or designated party of the occurrence and location of the employee.

**Section 13.** When an employee is unable to do so because of serious injury, incapacitation or illness, the Employer will make every reasonable effort to assist the employee's family in filing appropriate documents for entitlements to the employee or the employee's family.



**Section 14.** Unused sick leave will be used in the calculation of an employee's or survivor's annuity based on retirement with an immediate annuity or on a death in service. For employees covered by the Civil Service Retirement System (CSRS), credit toward the annuity computation will be based on the full sick leave balance at retirement or death. For employees covered by the Federal Employees Retirement System (FERS), credit toward the annuity computation will be based upon a percentage of the sick leave balance at retirement or death, depending on the date the entitlement to the annuity began:

- A. 50 percent in the case of an annuity entitlement based on a separation from service from October 28, 2009, through December 31, 2013; and
- B. 100 percent in the case of an annuity entitlement based on a separation from service occurring on or after January 1, 2014.

**Section 15.** Federal Employees Family Friendly Leave Act (FEFFLA). Employees may use sick leave for family care or family bereavement purposes in accordance with the FEFFLA, effective December 2, 1994. Employees may use up to 40 hours of earned sick leave each year for these purposes, and if necessary, to use an additional 64 hours of earned sick leave, as long as they maintain a balance of 80 hours in their sick leave account. Employees may use sick leave within the same parameters that they are allowed to use sick leave for themselves. In addition, effective September 30, 1994, employees also may use sick leave for purposes related to the adoption of a child, such as travel, court appearances, and appointments with adoption agencies, social workers, and attorneys.

## **ARTICLE 40 FAMILY AND MEDICAL LEAVE**

**Section 1.** The Parties agree that requests for leave under the Family and Medical Leave Act of 1993, and the Expanded Family and Medical Leave Policy dated April 11, 1997, will be processed in accordance with the Act and governing rules and regulations.

**Section 2.** The Family and Medical Leave Act (FMLA) of 1993, provided eligible employees an entitlement to 12 workweeks of unpaid leave (LWOP) during any 12-month period for one or more of the following reasons:

- A. the birth and care of a son or daughter of the employee;
- B. the placement of a son or daughter with employee for adoption or foster care;
- C. to care for spouse, son, daughter, or parent with a serious health condition; or
- D. for the serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position.

**Section 3.** The Expanded Family and Medical Leave Policy dated April 11, 1997, provided for approval of 24 hours of LWOP during any 12-month period to fulfill certain family obligations. These include participation in school activities directly related to the educational advancement of a child; accompany children to routine medical and dental examinations; and tend to the needs of older relatives.

**Section 4.** An employee may choose to substitute annual or sick leave, or advance annual or sick leave, consistent with existing regulations, for any part of the above FMLA entitlements.

## **ARTICLE 41 PRENATAL/INFANT CARE**

**Section 1.** When employees request, they will receive an uninterrupted period of leave for up to six (6) months for prenatal/infant care needs, in accordance with the Family and Medical Leave Act of 1993, and the Expanded Sick Leave Policy dated June 20, 2000.

**Section 2.** Subject to operational requirements, employees may be approved for prenatal/infant care leave for an additional three (3) months. Except as provided for in the "Family and Medical Leave Act of 1993", employees on prenatal/infant care leave under this Section are subject to recall to duty with 21 days notice, when unforeseen operational requirements necessitate a return to duty.

**Section 3.** During the period of leave under this Article, the employee may choose how and in what order such absence will be recorded: sick leave, annual leave, credit hours, compensatory time, and/or LWOP, to the extent that annual leave, sick leave, credit hours, and/or compensatory time is available. Advance sick leave may not exceed 30 days.

**Section 4.** During the period of leave under this Article, retirement, time-in-grade coverage, health benefits and life insurance benefits will be continued to the extent permitted by applicable law and regulation.

**Section 5.** To the extent operational requirements permit, employees may be allowed to work part-time to accommodate prenatal/infant care needs.

**Section 6.** The provisions of this Article will apply to each instance of childbirth or infant adoption.

## **ARTICLE 42 LEAVE FOR SPECIAL CIRCUMSTANCES**

**Section 1.** Employees may, under certain circumstances, be excused from duty without charge to leave or loss of pay. This type of absence results from an administrative determination that the circumstances surrounding the absence are such that employees should not lose pay or leave. Specific examples are provided below as well as in FAA HRPM Volume LWS-8.8 dated August 04, 2009.

**Section 2.** Employees who wish to serve as bone-marrow or organ donors are entitled to up to seven days paid leave each year. This leave is in addition to any other type of regular leave the employee may need to use (e.g., sick, annual, family-medical leave). The length of absence will depend upon the specific medical circumstances of each case.

**Section 3.** Upon request, employees may be granted up to four (4) hours of excused absence, without charge to annual or sick leave, in connection with each blood donation. Employees must request excused absence for this purpose and obtain approval. Such requests will be subject to the operational requirements of the organization.

- A. Excused absence for blood donation is for the sole purpose of traveling to and from the site where blood will be donated, clinical time for the extraction of the blood, and recuperation or recovery time required as a result of donating blood. Recuperation time will be taken immediately following the blood donation.
- B. Upon return to work, employees must furnish documentation, signed by an official of the institution receiving the donation, which reflects the date, time, and location of the donation.
- C. Excused absence for this purpose is only authorized for employees who donate blood. Employees who sell their blood are not authorized excused absence, therefore any time off work must be charged to annual leave or leave without pay.
- D. Normally, employees who are unable to donate blood will return to their worksite immediately.

**Section 4.** In the event of a death in the employee's immediate family, annual leave, sick leave, compensatory leave, credit leave, or LWOP will be granted. The amount of leave will depend upon the circumstances in each individual case with a minimum of 10 days approved. Immediate family is defined as father, mother, brother, sister, spouse, child of the employee or spouse, father-in-law, mother-in-law, and relatives permanently residing in the employee's household or with whom the employee permanently resides. Sick leave used for this purpose will be in accordance with Article 39, Section 2.

**Section 5.** The Parties agree that employee requests for LWOP will be considered in accordance with FAA HRPM Volume LWS-8.8 dated August 04, 2009.

## **ARTICLE 43 JURY DUTY AND COURT LEAVE**

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

**Section 2.** If the employee's regularly scheduled tour of duty for the period covered by court leave includes any overtime or holiday, Sunday, or night shift work, the individual is entitled, except to the extent prohibited by applicable statutes, to all other such pay as if this time were worked and the employee had not been on court leave for the judicial proceeding. This leave is recorded as "court leave." Court leave extends from the date specified in the summons on which the employee is to report until the time he/she is discharged regardless of the number of hours per day or days per week. When an employee is discharged or excused for one day or a substantial portion of a day (e.g., one-half day) he must return for duty in his position if his place of employment is located in the same local commuting area as the court. Employees assigned to night duty will 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 for needed rest. Generally, fees received for jury or witness service on a non-workday, a holiday, or while in a leave without pay status may be retained by the employee. Any mileage and subsistence allowance received may be retained by the employee.

**Section 3.** At the request of an employee who has been granted court leave, his/her regular days off will be changed to coincide with his/her jury service regular days off. This change of the employee's regular days off will not entitle the employee to receive pay in excess of that authorized for his/her rescheduled tour of duty.

**Section 4.** When an employee is summoned as a witness in a judicial proceeding to testify in an unofficial 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, or the Trust Territory of the Pacific Islands, he/she is entitled to court leave during the time he/she is absent as a witness. 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. An employee, not in an official capacity, who is summoned 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, may be granted his/her choice of annual leave or compensatory leave, credit leave, or LWOP will be granted for his/her absence as a witness.

## **ARTICLE 44 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; however, they are not expected to disregard their personal safety or that of their family. All employees who are unable to report for duty will notify the Employer as soon as possible.

**Section 2.** When the Employer at the appropriate level determines that hazardous geological/weather conditions exist or are imminent, on-duty BUEs will be released on excused absence as soon as operational requirements permit. If some employees are required to remain on duty, volunteers will be utilized to the extent possible.

**Section 3.** The Employer retains the right to determine the opening, closing, and use of its facilities during periods of hazardous geological/weather conditions. Subject to security and operational requirements, the Parties at the Academy 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 4.** In the event of inclement weather employees should call the Aeronautical Center Weather Status recording at (405) 954-0040 or view the Internet site [https://employees.faa.gov/org/centers/mmac/employee\\_services/facility\\_status/](https://employees.faa.gov/org/centers/mmac/employee_services/facility_status/).

## **ARTICLE 45 DETAILS AND TEMPORARY PROMOTIONS**

**Section 1.** The Parties agree that the Employer retains the right to decide which position, if any, will be filled by temporary internal assignment.

**Section 2.** Employees in the Bargaining Unit will be assigned in accordance with applicable laws and regulations. The union will be provided with the applicable laws and regulations in effect at the execution of this Agreement and any changes or amendments implemented thereafter.

**Section 3.** Informal lateral assignments of employees for 30 calendar days or less may be authorized, however, the Employer will not break up details between BUEs in order to avoid a personnel action. The Employer agrees that a copy of the official action authorizing an assignment in excess of 30 calendar days to positions involving different basic duties will be incorporated in the employee's eOPF. The Parties agree that it is the responsibility of individual employees to update their personal qualifications of record to reflect experience and training gained through informal assignments whenever different duties were performed.

**Section 4.** To the extent practicable, opportunities for temporary internal assignments within the immediate work group/area will be afforded to those employees of the immediate work group/area in an equitable manner among qualified employees.

**Section 5.** When it is known that a higher grade/level position will be temporarily vacant for a period of 14 days or more, and a full performance level BUE is assigned to fill the position for the period of the vacancy, that employee will be given a temporary promotion as soon as the administrative requirements can be met and the necessary paperwork is completed. Details in excess of 14 days will not be broken up so as to avoid a temporary promotion. Temporary promotions will not exceed six (6) months unless selections are through the promotion process set forth in Article 47. Temporary promotions will be affected in accordance with the regulations governing such promotions. If an employee is to be compensated at a higher rate of basic pay, he/she must meet the minimum qualification requirements of the position.

**Section 6.** Assignments to duties normally performed at higher grade levels will never be considered as upgrade training for the purpose of avoiding payment at the higher rate.

**Section 7.** If administrative restrictions on promotions are imposed by appropriate authority, the provisions of this Article, relative to temporary promotions, do not apply.

**Section 8.** Temporary assignments to a position at the same or a lower grade, or to an unclassified set of duties, may be made non-competitively for a period not exceeding two (2) years (with one set of paperwork) and with no reduction in basic pay. The selecting official may, at his/her discretion, choose to use competition to fill the position. Assignments may be extended beyond two (2) years if the FAA Academy determines that there is a critical need.

**Section 9.** Temporary assignments to a higher-graded position may be made for up to two (2) years (with one set of paperwork). They may be made non-competitively for a period not exceeding six (6) months. Competition is mandatory for actions exceeding six (6) months. If the employee is paid at the higher grade, the Office of Human Resource Management will determine applicability of Highest Previous Rate. The change back to the employee's permanent grade will not be considered an adverse action. An employee may not have more than six (6) months in one (1) or more non-competitive assignment(s) to a higher-graded position during any 12 month period.

**Section 10.** Prior to making temporary assignments away from the Aeronautical Center, volunteer requests will be solicited from the immediate work group if operational requirements permit. This provision will not apply to employees who are required to travel on a regular recurring basis in connection with their official duties. To the extent operational requirements permit, temporary assignments among equally qualified employees will be made on an equitable and rotational basis. A record of assignments will be kept at the Division level.

## ARTICLE 46 REASSIGNMENTS

**Section 1.** Unless operational requirements do not permit, the Employer agrees to give Employees and the Union 14 days, and when possible 30 days, formal written notification of reassignments within the Academy. When possible, the Employer will seek volunteers for reassignments among qualified employees with the requisite skills.

**Section 2.** When volunteers are utilized, they will be reassigned in order of seniority.

**Section 3.** In the event sufficient volunteers for reassignment are not received, the Employer will develop a list of all Employees that meet the qualifications necessary for the reassigned position. The list will then be ranked in order of seniority and, operational requirements permitting, selections will be made starting with the least senior.

## ARTICLE 47 PROMOTIONS AND TRANSFERS

**Section 1.** The Parties agree that the purpose and intent of the HRPM EMP 1.14, Permanent Internal Assignments, dated December 20, 2010, is to insure that employees are given full and fair consideration for advancement and to assure selection from among the best qualified candidates. The minimum area of consideration for promotions will be the Division level.

**Section 2.** Department of Transportation, agency-wide, and regional vacancy announcements will be available to all interested personnel. All employees will be extended Internet/Intranet access for the purpose of viewing DOT, agency-wide and regional vacancy announcements.

**Section 3.** Upon request, the Employer will make the following information available to an employee and his/her representative if representation is requested:

- A. whether the employee was considered for promotion 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 the selection was made;
- C. who was selected for promotion; and
- D. in what areas, if any, the employee should improve himself/herself to increase his/her chances of future promotion.

**Section 4.** The Parties recognize that minimum qualification standards used for promotions will be standards prescribed by the Office of Personnel Management (OPM); or Agency developed qualification standards approved by the line of business. In keeping with the spirit and intent of Federal laws and regulations regarding discrimination, the Employer agrees to recognize and establish qualification requirements and selective placement factors in accordance with applicable laws and regulations.

**Section 5.** An employee desiring in-grade or downgrade transfer to a position for which he/she is qualified may file an application for such position in accordance with FAA internal placement procedures as contained in HRPM EMP 1.14, Permanent Internal Assignments, paragraph 9, Employee Requested Reassignments dated December 20, 2010.

**Section 6.** To the extent possible, when filling Academy BU positions by either promotion or in-grade reassignments, the Employer will consider BUEs before considering employees from other sources.

**Section 7.** Employees selected for developmental positions will be promoted at the completion of 52 weeks in the developmental positions, unless Management advises them in writing by the 50th week of the intent to delay the promotion and the reason(s). Promotion at an earlier date will be dependent on the employee meeting qualifications and demonstration of performance at the higher grade level.

**Section 8.** Nothing in this Article will serve to negate or alter, in any way, the provisions of Article 49.

## **ARTICLE 48 TEMPORARY ASSIGNMENTS, TRAVEL AND PER DIEM**

**Section 1.** The Parties agree to adopt the Federal Aviation Administration Travel Program (FAATP), signed by the FAA administrator on May 7, 2008, as the base travel policy, except as otherwise noted in this Article.

**Section 2.** It is the understanding of the Parties that the effectiveness of an employee is reduced when required to be in an unaccompanied TDY status for an extended length of time. Therefore, to attempt to reduce the effect of this status, an employee teaching or receiving training at factory or field locations for more than 30 actual class days will be allowed one round trip home during that period. An additional trip home will be granted for every additional 30 class days. This 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. If the Employee is in a reduced per diem rate he/she will be allowed to maintain his/her lodging, at the TDY location, to prevent him/her from losing his/her rate.



**Section 3.** The desires of the traveler will be considered to the extent that they are not inconsistent with the principle that travel by common carrier generally results in the least costly and most expeditious method of travel. If an employee is permitted to travel by privately owned vehicle (POV), mileage reimbursement for a POV will be limited to the maximum mileage allowance determined by GSA and set forth in the FAATP, and will not exceed the cost of the authorized/preferred method to include rental car if it would have been authorized. When the authorized/preferred method is a government owned/leased vehicle, the cost will be computed in accordance with the FAATP.

**Section 4.** An employee teaching or receiving training at factory or field location for more than 15 actual class days will be authorized to travel by POV. Such travel will be deemed advantageous to the Government. Privately owned vehicle travel expenses will be paid at the rate applicable to such travel as prescribed by agency-wide directives. Payment for local mileage is not authorized except as covered in Section 6 of this Article. Employees traveling by POV may be required to transport class materials.

**Section 5.** All BUEs expected to travel more than once per year will obtain and use the government travel charge card.

- A. Any disputes over billings will be between the employee and the company issuing the credit card.
- B. Disciplinary action against an employee which is contemplated or effected in connection with the travel charge card will be covered by disciplinary procedures negotiated in this Agreement.
- C. The Employer agrees to make every effort practicable to preclude an employee's use of personal funds for payment by facilitating and processing the employee's claim within the time limits required.

**Section 6.** If an employee travels via POV, and a rental car would have been authorized if traveling via common carrier, then reasonable local mileage and tolls will be authorized for the duration of the temporary assignment.

**Section 7.** When the Agency implements a split payment system, the employee may indicate on the travel voucher what amount will be paid to the credit card contractor and what amount is to be reimbursed to the employee. If the employee directs all the money to be paid to him/her, the employee remains responsible for the government credit card contractor debt.

**Section 8.** The Parties agree to the provisions of FAATP relative to telephone calls while in TDY status.

- A. Employees with a Government calling card are allowed to call their residence, not to exceed five minutes average per day. These employees will not be reimbursed on their voucher for calls to their residence or family.

- B. Employees who do not have a Government calling card are authorized one (1) brief call to his/her residence each day during non-duty periods on FTS service, if available. If FTS 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 FAA directives, not to exceed \$3 per call on two (2) separate days in a seven (7) day period. FAA will not pay for a call on the day of return to the official duty station, unless the employee:
1. suffers an incapacitating illness or injury;
  2. has a personal emergency situation; or
  3. must arrange for new transportation because the travel itinerary was changed after he/she began travel.
- C. In those instances where calls are made from outside the continental United States, a claim of no more than five (5) documented minutes may be made for each day in a travel status. If a receipt is not available, \$10 is the maximum reimbursement allowed for calls from outside the continental United States.

**Section 9.** Travel vouchers and supporting documentation will be audited by the disbursing accounting office using post payment statistical sampling procedures. The Employer will maintain travel records and establish and maintain a record file in accordance with applicable regulations. When the record is established, Union coordination will be sought prior to implementation.

**Section 10.** Employees will receive a reduced per diem rate for an "extended stay". An "extended stay" meets any one of the following criteria:

- A. exceeding 30 calendar days, or
- B. four (4) nights in a government owned or leased facility with kitchen facilities.

**Section 11.** The flat rate is 60 percent of the maximum per diem rate for the area as set by the General Services Administration. This 60% rate will apply to the lodging and meal rates only under the "extended stay" criteria. The reduced per diem rate is to be indicated on the travel authorization and voucher. Vouchers are to be submitted within five (5) working days after completion of travel or every 30 days if the employee is in a continuous travel status. The reduced rate is payable to the traveler without itemization and receipts. If an employee will be going on an "extended stay" travel assignment and no "approved accommodations" in accordance with Section 300-3.3 of the FAA Travel Policy are available at the "fixed" rate of sixty (60) percent of the maximum lodging rate set by the GSA, and the employee has sought assistance from the Employer's designated travel services contact, the employee will be granted approval for a higher fixed rate for that location from his/her supervisor. Such approval will be reflected on the employee's travel order.

**Section 12.** The Employer will make a reasonable effort to plan activities and schedule travel so that an employee performs necessary travel away from his/her official duty station during his/her regularly scheduled tour of duty.

**Section 13.** The Employer recognizes the need for local transportation for Employees assigned TDY; therefore, the use of a rental car at the TDY site will be authorized where appropriate. This Section applies to Employees who utilize common carrier transportation.

**Section 14.** All matters not specified above relating to temporary assignments and associated per diem will be governed by Agency directives as set forth in FAATP.

**Section 15.** Employees should normally receive at least 14 calendar days notification of any work assignment away from the Academy. The Employer will attempt to adjust the schedule of the employee to avoid travel on the employee's days off. If the notification is less than 14 calendar days the Employer, if operational requirements permit, will honor the employee's request to change days off to avoid travel on their day off. In no event will this change result in premium pay.

**Section 16.** Travel time, outside of an Employee's shift, will be compensated in accordance with current OPM regulations and FLSA for non-exempt employees.

## **ARTICLE 49 REEMPLOYMENT, RESTORATION, AND RETURN RIGHTS (3-R PROGRAM)**

**Section 1.** This Article describes the Administrative Return Rights policy and procedures for employees who occupy covered instructor positions at the FAA Academy. It also supersedes FAPM 352-1, Chapter 4, Reemployment Rights for FAA Academy Instructors, dated May 19, 1993.

**Section 2.** Provides the option of offering return rights when the FAA Academy has identified certain Technical Instructor positions as: 1) hard to fill; 2) requiring unique knowledge and/or skills; and 3) requiring field currency; and/or 4) one where specific circumstances warrant an offer of return rights.

**Section 3.** Program objectives:

- A. to provide motivation and opportunities for employees to equip themselves with diversified experience and skills which contribute to career progression;
- B. to promote interest in Academy instructor assignments;
- C. to assure that positions are filled by well-qualified employees with recent field experience and/or equipment proficiency; and

- D. to ensure that FAA Academy instruction is technically current and consistent with field operations and procedures.

**Section 4.** Definitions for this Article;

- A. Administrative Return Rights: Rights granted by the Administrator in keeping with the best interest of the Agency. These rights are not based on any statutory or legal requirements, but represent a written contract between the agency and the employee that guarantees his/her return to the parent organization after completing the agreed upon tour of duty
- B. Hard to Fill Positions: An insufficient number of well-qualified applicants after extensive outreach efforts or history of recruiting difficulties for the same grade/level and series. The following criteria are considered indicative of hard-to-fill positions: Inadequate number of well-qualified applicants from competitive and non-competitive sources for vacant positions; repeated advertising efforts of appropriate geographic scope through a variety of recruitment sources with minimal results; documented history of an inadequate number of well-qualified applicants for vacant positions; unacceptable ratio of acceptances to offers; and/or unacceptably high turnover rate.
- C. Instructor: A non-managerial employee at the FAA Academy, who is engaged in the conduct, evaluation, control, of technical training (excluding occupational groups such as FG-300 and FG-1700 which are not normally recruited from FAA field facilities) and who performs one or more of the following duties as a regular recurring part of his/her assignment:
  - 1. instructing students in resident courses, the FAA distance learning program, or in nonresident training programs conducted by the Academy in field locations;
  - 2. planning and developing training programs;
  - 3. developing course content and related material for use in resident training, nonresident training programs, distance learning, and facility training programs; and
  - 4. evaluating the content and effectiveness of resident/nonresident, distance learning, and facility technical training programs.
- D. External Hire: Not a current FAA employee. Not eligible for return rights.
- E. Parent Organization: The FAA employing jurisdiction from which an employee was selected for an Academy Instructor assignment.

- F. Tour of Duty: The initial tour of duty at the FAA Academy is 3 years. An optional second and third tours of two years are available. The total time shall not exceed seven (7) consecutive years.

**Section 5. Responsibilities;**

- A. Assistant Administrator for Human Resource Management (AHR-1 or designee): AHR is responsible for providing program guidance and assistance and for mediating and resolving conflicts between the FAA Academy and the parent organization.
- B. Office of Human Resource Management for the Aeronautical Center (AMH): The Director of this office will designate a return rights coordinator who shall have a thorough knowledge of the program and provide program guidance and assistance at the local level. In addition, this office is responsible for:
1. Ensuring that the return rights contract is completed and signed prior to assigning an employee to a covered position. A copy shall be given to the employee and the parent organization. The original will be maintained in the employee's electronic Official Personnel Folder (e-OPF) on the temporary side. A remark is added to the Notification of Personnel Action (SF-50) indicating that the employee is eligible for Return Rights.
  2. Receiving updated employment applications/resumes from employees exercising return rights and forwarding them to the return rights coordinator for parent organization's servicing personnel office.
  3. Developing and implementing local organizational procedures consistent with program objectives and guidance.
  4. Counseling employees prior to accepting assignments to the Academy and ensuring that they are thoroughly and completely aware of their return rights, benefits, and obligations before their personnel action becomes effective.
  5. Coordinating return rights actions with the designated Return Rights Coordinator of the parent organization's servicing personnel office.
- C. FAA Academy:
1. Tracking all FAA Academy instructors with return rights and querying them prior to the end of their tour to determine the employee's wish to exercise, extend, or forfeit (whichever is applicable) their return rights.
  2. Notifying the Office of Human Resource Management (AMH) in writing when a position or category of positions is covered by return rights.
  3. Coordinating return rights actions with the Office of Human Resource Management for the Aeronautical Center.

- D. Human Resource Management Office (HRMO). HRMO's are responsible for designating a return rights coordinator who has a thorough knowledge of the program. They will provide program guidance and assistance and monitor the program within their employing jurisdiction.
- E. Parent Organization. Parent organizations are responsible for the following return rights activities:
  - 1. budgeting for an employee's Permanent-Change-of-Station (PCS) move when returning to his/her parent organization;
  - 2. approving requests to forfeit return rights; and
  - 3. identifying a suitable position for the employee's return.
- F. Employees:
  - 1. Furnishing information as required for participation in the program.
  - 2. Submitting a written response to the Academy's request for a decision to exercise, extend, or forfeit (whichever is applicable) no later than 90 days prior to the end of their tour or within 30 days of receipt of the request, whichever provides the employee the maximum response time. If the instructor fails to submit the required documentation indicating his/her intent, he/she will be returned to the parent organization at the end of the contract.
  - 3. Submitting a written response within 30 days to a position offer from the parent organization when exercising return rights.
  - 4. Providing updated employment applications/resumes when exercising return rights and forwarding them to the Office of Human Resources Management for the Aeronautical Center (AMH-100).

**Section 6. RETURN RIGHTS:**

- A. An offer of return rights must be stated in the position vacancy announcement. Under this policy, employees who are selected for an Academy Instructor position through a noncompetitive process are not eligible for return rights.
- B. The employee's return rights shall be only to the parent organization identified in the employment contract.
- C. After completing an agreed upon assignment, an instructor occupying a return rights position is guaranteed return rights to his/her parent organization.
- D. If an Academy Instructor eligible for return rights accepts an assignment to a position that meets the definition of instructor in paragraph 4.c., the employee's return rights shall continue under the provisions of the original contract.

- E. If an Academy Instructor eligible for return rights accepts a permanent assignment to a position that does not meet the definition of instructor in paragraph 4.c., the return rights contract terminates.
- F. Under this Article, an employee who is selected from an organization under the Assistant Administrator for Regions and Center (ARC-1) at the Aeronautical Center; e.g., Logistics Center, Office of Facility Management, Office of Acquisition, etc., is not eligible for return rights.
- G. External hires and temporary employees, and employees who no longer meet the occupational medical standards of the position they are leaving are not eligible for return rights (i.e. a field employee loses his/her medical certification prior to selection for an academy instructor would not be eligible for 3-R).

**Section 7.** Return rights employment contract;

- A. Any contract involving return rights shall be signed by the employee, the FAA Academy Superintendent (or his/her designee) and the parent organization's authorizing official prior to assigning the employee to a covered position.
- B. If, at any time, during the employee's first, second or third tour, an employee receives and accepts a position offer, at the employee's request, the Superintendent (or designee) of the FAA Academy and the parent organization's authorizing official may waive the employee's remaining time covered by an employment contract.
- C. The Superintendent, or designee, of the FAA Academy and the parent organization's authorizing official may mutually agree to waive the remaining time covered by an employment contract and return the employee to his/her parent organization when it is determined to be in the best interests of the agency.

**Section 8.** Identifying the parent organization;

- A. Except as provided for in paragraph 8b, below, the parent organization is defined in paragraph 4.e.
- B. Exceptions:
  - 1. When in accordance with a determination order resulting from an agency reorganization, realignment, etc., and activities or positions move geographically to another employing jurisdiction where no similar activities were located before, return rights transfer with the activities.
  - 2. When activities or positions have not moved but the geographic area in which they were located has shifted from one employing jurisdiction to another, return rights transfer to the employing jurisdiction responsible for the geographic area.

3. If an employee who is serving under a return rights contract accepts another return rights position at the Academy, his/her parent organization is identified as the organization to which he/she initially had return rights prior to transferring to the Academy.
4. If an instructor at the FAA Academy transfers overseas, the parent organization is the same as it was while the employee was at the Academy. However, if the employee had no return rights while employed at the Academy, his/her parent organization is the Aeronautical Center.
5. If an overseas employee transfers to an instructor position at the FAA Academy, his/her parent organization is the same as it was while he/she was employed overseas. If he/she had no return rights while employed overseas, his/her return rights shall be back to his/her former overseas organization.

**Section 9.** Scheduling employees for return;

A. After Completing One Tour: Employees are normally expected to serve two tours.

However:

1. the Director of the Aeronautical Center or his/her designee may disapprove a second or third tour and return an employee to his/her parent organization when it is determined to be in the best interests of the agency, or
2. the employee may exercise his/her return rights.

B. After Completing Two Tours:

1. When an employee has served two consecutive tours of duty, he/she;
  - a) *may, at the option of the Aeronautical Center, be returned to his/her parent organization. This option may be exercised on an individual case-by-case basis or by a standard rotation policy;*
  - b) *may request to forfeit their return rights, or*
  - c) *an employee and the Aeronautical Center may mutually agree to a third consecutive tour with the extension of return rights to the end of such tour.*

C. At the completion of three tours:

1. an employee must be returned to his/her parent organization unless the employee and the Aeronautical Center mutually agree to a forfeiture of return rights.
2. forfeiture of return rights is contingent upon the continuing need for the employee's specific skills and on a record of acceptable performance as an instructor.
3. if return rights are not forfeited, an extension of up to 9 months may be granted by the Aeronautical Center in the event of critical need or unusual employee hardship.



**Section 10.** Placement procedures when exercising return rights;

- A. For planning purposes, the FAA Academy shall query employees approximately six months in advance of completing each tour of duty. The employee shall submit a written request to their supervisor no later than 90 days prior to the end of the tour. The employee shall request one of the following actions:
1. Exercise return rights to the parent organization;
  2. Request an additional tour (if applicable):
  3. Request forfeiture of return rights. (This option may be requested no later than 90 days prior to the expiration of the employee's contract).
- B. The FAA Academy will forward the written request to the Employment Services Branch (AMH-140). The Employment Services Branch, AMH-140, will forward the request to the appropriate Parent Organization (through the Servicing Personnel Office's 3R Coordinator) for approval, disapproval or position offer, whichever is applicable. Following receipt of the response from the Parent Organization, AMH-140 shall coordinate the decision with all parties.
- C. The parent organization must respond to an official request for exercising return rights within 30 days of receipt. The parent organization shall make every effort to place the employee in a suitable permanent position, thus eliminating the need for a second move. The employee may remain at the Academy until an appropriate vacancy occurs provided such an arrangement is satisfactory to the employee, the FAA Academy, and the parent organization. If any party disagrees, the employee shall be returned in accordance with the normal provisions of this document.
- D. Upon receipt of an offer for return following completion of their tour, an instructor must accept or decline the offer within 30 days from the date the offer is received. Under the provisions of this policy, no subsequent offer from the LOB is required.
- E. The FAA Academy and the parent organization are authorized to return any instructor serving under an employment contract to the parent organization for reasons which are considered to be in the best interests of the agency.

**Section 11.** Grade/level entitlement;

- A. An instructor who completes one (1) but not two (2) consecutive tours of duty is entitled to return to a position equal to the grade/level held immediately prior to the FAA Academy assignment or the grade/level held at the time return rights are exercised, whichever is lower. Note: This does not preclude the parent organization from offering the employee a position at the grade/level attained upon the assignment to the Academy.

- B. An instructor who completes two (2) or three (3) consecutive tours of duty is entitled to return at the grade/level attained upon initial assignment to the FAA Academy or the grade/level held at the time return rights are exercised, whichever is higher and is most advantageous to the employee.
- C. Exceptions;
  - 1. If an employee is downgraded as a disciplinary measure while serving at the FAA Academy, he/she is entitled to return to the grade/level held immediately prior to accepting the FAA Academy Instructor assignment.
  - 2. An employee, who is scheduled for separation or demotion because of reduction-in-force, reorganization, or abolishment of position, shall be offered the alternative of returning immediately to his/her parent organization. An employee who has completed at least 75 percent of his/her tour at the time he/she is scheduled for separation or change-to-lower grade may return at a grade no higher than that to which he/she would be entitled upon completion of his/her tour.
  - 3. A temporary promotion does not entitle an employee to return at the highest grade/level to which temporarily promoted.
  - 4. An employee may be returned at a grade/level lower than that to which he/she is entitled under the provisions of this chapter if he/she voluntarily requests the assignment, and provided he/she is informed of his/her rights to the higher grade/level.

**Section 12.** Travel and Transportation Expenses.

- A. The Academy and the parent organization have the authority to offer full permanent change-of-station (PCS) benefits or a fixed relocation amount for the movement of employees under the provisions of this policy. This provision applies to the initial move to the academy and the subsequent return to the parent organization.
- B. Provisions for PCS authorizations, eligibility, terms of service agreements and related amounts/benefits shall be administered IAW applicable FAATP guidance.
- C. Except as described in 10.e, failure to complete an assigned tour of duty in accordance with the signed FAA Academy Instructor Employment Agreement will result in the forfeiture of the employee's PCS entitlements under this Article.
- D. Payment of PCS benefits will be the responsibility of the FAA Academy at the Aeronautical Center for payment of benefits upon assignment to the Academy. The employee's parent organization is responsible for payment of PCS benefits when returning to the parent organization. However, if the employee does not return to the parent organization, the gaining organization will assume responsibility for payment of any authorized PCS benefits.

**Section 13.** Personnel actions based on mutual acceptance: Nothing in this Article should be construed as preventing any voluntary personnel action which is mutually acceptable to the employee and FAA regardless of grade/level or location of proposed assignment.

## **ARTICLE 50 MOVING EXPENSES/PERMANENT CHANGE OF STATION (PCS)**

**Section 1.** The Employer may announce position vacancies with specific limitations on reimbursements due to potential budget restrictions. The announcements for such position will list the limits and restrictions related to their relocation if selected.

**Section 2.** Employees transferring to the FAA Academy will be reimbursed for moving expenses in accordance with appropriate directives and this Article.

**Section 3.** In the event the Employer elects to announce position vacancies without limits and restrictions to reimbursements, employees will be reimbursed to the extent permissible under appropriate directives. In such an event the following provisions will also be applied:

- A. Employees will be reimbursed for subsistence costs while occupying temporary quarters as prescribed by appropriate directives.
- B. Employees will be authorized the use of two automobiles in transferring provided they meet the criteria prescribed in appropriate directives.
- C. Consideration may be given to authorizing the use of a home sale service (Relocation Services Contract) when the duty station falls within a 50–100 mile radius, subject to administrative approval.
- D. When real estate transactions for PCS moves are authorized, property values are capped at \$500,000 for reimbursement purposes. The \$500,000 cap is to be adjusted for inflation.
  1. If employees use the relocation services contract and the property's value is greater than the cap, then employees are responsible for payment of the portion of the fee that exceeds the cap to the contractor.
  2. If employees sell or purchase a property in excess of the cap and close on their own, reimbursement is limited to the cap at the applicable percentage. The percentage for home sale is 10 percent and for home purchase is 5 percent.

**Section 4.** The Employer will make available to an employee who is changing station all pertinent directives in connection with moving expenses and will assist the employee in obtaining answers to any questions the employee may have.

**Section 5.** Up to 64 hours of excused absence may 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. Employees will provide justification for the use of this time.

## **ARTICLE 51 OCCUPATIONAL SAFETY AND HEALTH**

**Section 1.** The Employer will abide by P.L. 91-596 and Executive Order 12196, concerning occupational safety and health, and regulations of the Assistant Secretary of Labor for Occupational Safety and Health and such other regulations as may be promulgated by appropriate authority.

**Section 2.** The Employer will 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, lighting and water quality.

**Section 3.** The Employer agrees to continue an Aeronautical Center Occupational Safety and Health Committee. The committee will meet as frequently as required by the Charter of the Occupational Safety, Health, and Environmental Compliance Committee (OSHECOMM). The Union will be entitled to designate a minimum of one (1) representative and one (1) alternate for every representative the Employer has on the committee.

**Section 4.** The committee will review the progress in occupational safety and health at the facility and determine which areas should receive increased emphasis. Consistent with the provisions of the Privacy Act, each member of the committee will have access to all on-the-job accident and illness reports and all employee reports of unsafe or unhealthful working conditions filed in the facility. The committee will forward recommendations for action on matters concerning occupational safety, health, lighting and air quality. The Employer will, within a reasonable period of time, but not to exceed 30 days, advise the committee that the recommended action has been taken, or provide reasons, in writing, why the action has not been taken.

**Section 5.** Training of Union-designated OSHECCOM members will be in accordance with 29 CFR 1960.58 and 1960.59(b). BUEs will receive safety and health training in accordance with 29 CFR 1960.59(a). The members will be afforded the opportunity to complete the instructor led OSHA 6000 course to achieve this training requirement. The opportunity to complete the instructor led version will be afforded within two (2) years of appointment, however all members must have either the instructor led or CBI version completed within six (6) months of appointment to the committee per the national charter.

**Section 6.** The Employer will supply and replenish first aid kits which will include, at a minimum: blood-borne pathogen clean up kits, remedies for gastrointestinal relief, alcohol swabs, acetaminophen, aspirin, ibuprofen, gauze pads and band-aids. These kits will be readily accessible to BUEs at all hours of facility operation.

**Section 7.** The Employer will annually review fire evacuation procedures and Emergency Action Plans with all personnel and provide training in the operation of fire extinguishers and other related equipment in each building. Fire evacuation plans will be conspicuously displayed and reviewed with every employee. Assistance from local fire departments may be utilized in developing evacuation plans and conducting the training required under this Section.

**Section 8.** The Employer will establish a formal, locally administered first aid and CPR training course(s), to include the use AED's (Automated External Defibrillator), for BUEs who volunteer for such training. This course may be given by any local agency which is accredited by the Red Cross or other accredited authority. All training will be conducted on duty time.

**Section 9.** In the event of construction or remodeling within a building, the Employer will insure that proper safeguards are maintained to prevent injury to BUEs.

**Section 10.** If the Employer initiates or permits the use or storage of chemicals, pesticides, or herbicides at any building, Material Safety Data Sheets (MSDS) for each chemical, pesticide or herbicide will be provided to the Union prior to use/storage. Any pregnant/nursing employees or personnel with medical conditions which could be aggravated by the use of the chemicals, pesticides, or herbicides will be reasonably accommodated in a manner so as to prevent exposure. All chemicals, pesticides, and herbicides will be used in accordance with applicable law and the manufacturer's guidelines and precautions.

**Section 11.** The Employer will test for evidence of drinking water contamination (by Radon or other contaminants exceeding EPA water quality standards) at the Aeronautical Center, at least once every three (3) years and more often if there is evidence of possible contamination. Once every 10 years starting with the signing of this Agreement this testing should be performed in each building occupied by employees of the Academy. The results of such tests will be provided to the Union within 30 days of the testing. If such testing validates the contamination, and if corrective action or abatement cannot immediately be taken, the Employer will provide bottled water and associated equipment or other potable water meeting EPA/OSHA standards for the use of all BUEs until the contamination has been corrected/abated, as evidenced by a normal water test taken at least 10 days following correction/abatement.

**Section 12.** Indoor air quality concerns identified by the OSHECCOM, including those involving "sick building syndrome," will be investigated using the advisory standards of the American Society for Heating, Refrigerating and Air-conditioning Engineers, and EPA and OSHA guidelines. All test results will be provided to the Union as soon as they are available.

## ARTICLE 52 ASBESTOS

**Section 1.** At intervals not greater than every six (6) months, the Employer will conduct an inspection of asbestos containing building materials (ACBM) in accordance with OSHA/EPA protocol, in all 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. Upon request, the principal BU Representative or his/her designee will be allowed to observe the inspection/test process and will receive a written copy of the results. All inspection/testing will be conducted by an accredited asbestos inspector. The Union, at its own expense, may designate an Industrial Hygienist to observe all air monitoring activities conducted by the Employer's accredited inspector.

**Section 2.** The Parties will meet jointly to review a model contingency plan which will be applicable to those facilities referenced in Section 1.

**Section 3.** Any evidence of visible release or airborne asbestos contamination, in excess of FAA/OSHA safety limits, will result in immediate control steps by the Employer to abate the hazard caused by the asbestos. The Employer will retain an asbestos abatement contractor as soon as possible.

**Section 4.** The Employer and all abatement contractors hired must comply with all applicable OSHA, EPA, FAA, local, and state regulations regarding asbestos. Contractors directly involved in the abatement process must be certified by their local and state governments.

**Section 5.** The Employer will relocate BUEs outside of the affected work area while asbestos removal, repair, or renovation work is being done. This includes any work where asbestos may be disturbed due to construction activity.

**Section 6.** During abatement projects, the abatement contractor will be required to seal off the abatement area with critical barriers or containment areas with a negative pressure enclosure. They will ensure and maintain negative pressure at all times in containment.

**Section 7.** Decontamination facilities will be provided for all abatement workers and strict decontamination procedures will be enforced to insure that workers cannot bring asbestos outside of the enclosure.

**Section 8.** All abatement workers will be trained in accordance with OSHA, EPA, state and local regulations. BUEs who work in facilities known to contain asbestos will receive asbestos awareness training before any major renovation or removal project in their work place.

**Section 9.** The contractor will be required by the Employer to take air samples every day by Phase Contrast Microscopy (PCM) both inside and outside the containment. Sample results will be posted the day they are received. Results will be made available to the Union immediately upon request. Representative personal monitoring will also be conducted in accordance with the model contingency plan, during abatement of the affected area, on at least one (1) employee in areas occupied by BUEs.

**Section 10.** The abatement area cannot be reoccupied until it has passed a visual inspection and met an aggressive clearance air sampling criteria, e.g., by PCM or Transmission Electron Microscopy (TEM), in accordance with applicable regulations.

**Section 11.** During any abatement project or air monitoring, project oversight will be provided by a competent person (in accordance with CFR 1926.32(f)), whose report will be shared, upon request, with the Union by the Employer. The Union, at its own expense, may designate an Industrial Hygienist to observe the work of the abatement contractor. Upon request, the Union will be given the air sampling slides for validation by an accredited laboratory, either on- or off-site. These materials will be returned to the Employer with a written chain-of-custody record covering the period during which they were outside the possession of the Employer. Upon request, the Union's Hygienist will be given the opportunity to validate, through an accredited laboratory, any air samples collected by the Employer. The Union's Hygienist will be allowed to perform side-by-side TEM 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 Employer, the Employer's contractor, the Union, the Union's Hygienist, and the Union's accredited laboratory. The Union will give the Employer advance notice of visits by its Hygienist.

**Section 12.** BUEs who have been exposed to levels equal to or greater than OSHA permissible exposure limits will be eligible for medical surveillance programs paid for by the Employer, in accordance with OSHA standards/FAA directives.

## **ARTICLE 53 SUBSTANCE TESTING**

**Section 1.** All drug/alcohol testing conducted by the Employer will be done in accordance with applicable law, government-wide rules, regulations, and Agency directives. Copies of all laws, government wide rules, regulations, and Agency directives in effect at the execution of this Agreement, and any amendments thereto, will be immediately provided by the Employer to the Union.

**Section 2.** Any testing of employees will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected in accordance with Department of Health and Human Services Guidelines. Copies of the guidelines of the Department Of Health And Human Services in effect at the execution of this Agreement, and any amendments thereto, will immediately be provided by the Employer to the Union.

**Section 3.** An employee who wishes to have a Union Representative present during the specimen collection or alcohol test, will be permitted to do so, provided a representative is readily available and the collection is not delayed. The employee will notify their supervisor of their desire 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 but will not interfere with the collection process in any manner. The Employee will be allowed to confer for a reasonable period of time with the Representative.

**Section 4.** When reasonable suspicion exists that an employee is using illegal drugs/alcohol, either on or off duty, the Employer may require that an employee submit to drug testing. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn by an appropriate Management Official from these facts in light of experience. The determination that reasonable suspicion exists will be based on DOT 3910.1D such as: a) observable phenomena such as direct observation of drug/alcohol use and/or physical symptoms of being under the influence of a drug/alcohol; or b) information provided either by reliable and creditable sources or independently corroborated.

**Section 5.** At the time an employee is ordered to submit to drug/alcohol testing based on reasonable suspicion of illegal drug use, he/she will be given a written statement setting out the basis for establishing reasonable suspicion. Upon the Employee's request, a copy of the statement will be provided to the Union Representative. In the event that a reasonable suspicion test (urinalysis or breathalyzer) produces a negative result, any references to reasonable suspicion will be expunged from all formal and informal files.

**Section 6.** Educational materials will be made available to all employees which explain the requirements of the drug and alcohol program and the Agency's policies and procedures.

**Section 7.** Union Representatives will be provided training comparable to that provided supervisors and managers, as prescribed in DOT 3910.1D.

**Section 8.** Random testing of BUEs will be conducted in accordance with DOT 3910.1D.

## **ARTICLE 54 SELF-REFERRAL**

**Section 1.** An employee who voluntarily identifies himself/herself as someone who uses illegal drugs or misuses alcohol, prior to being identified through other means, will not be identified to the Employer 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 Employer is awaiting the results of a drug test taken by the Employee;
- D. the Employee has previously completed an Employer-approved rehabilitation program in accordance with DOT Order 3910.1D; or
- E. the Employee is under investigation by the Employer for alleged substance abuse and the Employee has been made aware of the investigation.

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

- A. obtains counseling through the Employer's Employee Assistance Program, and successfully completes his/her EAP recommended rehabilitation program; and
- B. refrains from any further use of any illegal drug and all alcohol misuse in accordance with the policy of DOT Order 3910.1D.

**Section 4.** The Flight Surgeon will 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 will not be released.

**Section 5.** An employee who uses sick leave in connection with rehabilitation under this Article will not be required to provide a medical statement under Article 39.

**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 Manager will 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 will be conducted in a manner that will protect the privacy of the Employee and whenever feasible, be conducted off the facility grounds.

## **ARTICLE 55 PSYCHOLOGICAL TESTING**

**Section 1.** The Employer will not require psychological testing as a part of any annual recurring physical examination. Nothing in this Article precludes the Employer from requiring psychological testing on a case by case basis whenever the Federal Air Surgeon or his designee may determine that such examination is necessary. A psychological test will not be required solely on the basis of hearsay type statements.

## **ARTICLE 56 RETIREMENT AND DEATH BENEFITS**

**Section 1.** The Employer recognizes its obligation to fully inform employees about all benefits for which they may be eligible and the costs and consequences of benefit plans or options, and to encourage them to avail themselves of such benefits, and to assist them in initiating claims. The Employer agrees to take affirmative action to fulfill this obligation through such means as supplying brochures, pamphlets, other appropriate information and assisting employees in filing benefit claims. This information/assistance will be made available to all BUEs at their request.

**Section 2.** The Employer will establish a personnel action system which requires priority processing of packages related to employee deaths. Such personnel actions will take priority over all other personnel actions.

**Section 3.** After an employee's death, and with the beneficiary's consent, the Employer may dispatch a knowledgeable representative to the home of the deceased employee's primary beneficiary, if appropriate. When a personal briefing is not desired, the beneficiary will be advised by other means, such as telephone, personal intermediary, or written correspondence. All benefits to which a deceased employee's beneficiary may be entitled will be fully explained. The Representative will assist in completing the appropriate forms and filing the claim for unpaid compensation benefits. Those benefits will include, but not be limited to, lump sum leave payment, any retirement insurance, and other services to which the beneficiary may be entitled. This Representative will be the contact point until all applicable benefits are settled.

**Section 4.** The Employer will 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 five (5) years of retirement will be given the first opportunity to participate. The program will include, but not be limited to, briefings, individual counseling, assistance, information and materials distribution. These employees will be permitted to participate in one program in a duty status. Nothing in this Section will prohibit employees from participating in additional government programs in a duty status, subject to space availability and supervisory approval. Employees are not entitled to travel and per diem.

**Section 5.** Brochures and pamphlets associated with benefits programs will be provided to the office of the Union.

**Section 6.** The Employer will ensure that the most recent version of retirement and benefits information, including the following brochures and forms, is available to new employees for review, and upon request to all employees:

- A. enrollment Information Guide and Plan Comparison Chart;
- B. brochures on government-wide plans;

- C. any brochures they may request on plans sponsored by employee organizations for which employees may qualify; and
- D. brochures of all comprehensive plans serving the area in which the employee is located.

**Section 7.** If there is any change in retirement or benefits, or related laws or regulations, the Employer will within 30 days brief the Union officers. Any changes which may require negotiations will be handled in accordance with Article 12.

**Section 8.** The Parties recognize that applications for federal service retirements are subject to the rules, processing procedures and time limits established by the OPM. In order to minimize this processing time, employees may submit their application for retirement to the Human Resource Management office 30 days prior to the scheduled effective date of separation. The Employer agrees to process all necessary paperwork in connection with a retirement application as it is submitted and in a timely manner.

**Section 9.** In the event Health Fairs or similar activities are conducted at the Aeronautical Center, the Employer should request participating vendors to be available so as to allow maximum employee participation on duty time. Employees are not entitled to travel and per diem.

## **ARTICLE 57 DRESS CODE**

**Section 1.** The Parties acknowledge the importance of presenting a professional appearance to customers and visitors to the MMAC. Further, the parties recognize the need for employees to maintain clean, neat, and appropriate attire.

**Section 2.** In cases of alleged inappropriate attire on the part of an employee, the Parties (at the Branch level) will meet and assess the subject. Concerns regarding appropriate attire will be resolved by the Parties on an individual basis. If the attire is deemed inappropriate the employee may be required to leave the work area. The Employer may grant administrative leave on the first occasion of inappropriate dress. In the event the Parties cannot agree, the matter will be referred to the next level of interface.

**Section 3.** The Parties agree that on Friday of each week, employees may wear casual attire. Casual attire will be neat, clean, and appropriate to the task. Further, Friday will not be construed by employees to be the last day of their individual work schedules (e.g. compressed, maxi-flex, or other).

## **ARTICLE 58 SMOKING POLICY**

**Section 1.** Smoking of any product, including cigarettes, cigars and pipes of any kind, will be strictly prohibited in all interior space that is owned, rented, or leased by or on behalf of the Employer, as well as in all courtyards or within 25 feet of doorways and air intake ducts on outdoor space to buildings and facilities.

**Section 2.** The parties agree that the designated smoking areas referenced in Section 10 below will have at least one receptacle for smoking materials and one for trash which will be emptied on a regular basis. Employees using the smoking areas are responsible for placing smoking materials in the receptacle.

**Section 3.** Upon implementation, existing receptacles for smoking materials will not be removed, but will be relocated, whenever possible, not less than 25 feet from doorways and air intake ducts. These receptacles will be emptied on a regular basis.

**Section 4.** Prior to implementation of the policy, Agency Officials will notify employees of the policy and of the following: the availability of smoking cessation programs, instructions of how employees should report violations of the policy, the employee's obligation to dispose of smoking materials properly.

**Section 5.** Management will ensure that course curriculum and employee orientation remain updated to include notice of the "designated smoking areas", reporting of violators and to encourage people to utilize the refuse containers.

**Section 6.** Agency management will communicate to Frontline Managers of their responsibility to enforce the DOT Smoking Policy.

**Section 7.** When the Employer determines corrective action is necessary to enforce this Agreement, consideration may be given to non-disciplinary measures to correct the behavior. However, the Agency will retain the right to take progressive discipline.

**Section 8.** When employees raise concerns to their manager regarding additional burdens placed on them by the smoking policy, consideration will be given to alternatives to minimize the impact.

**Section 9.** Signage reflecting smoking policy restrictions will be conspicuously posted.

**Section 10.** The Parties agree that the following locations will be "designated smoking areas" as discussed in Section 2 above and that these areas provide shelter from the elements. These smoking areas may be modified by mutual agreement provided the same degree of shelter is provided.

- A. ANF-1, Existing covered smoking area on the north side

- B. ANF-1, Northwest corner under overhang
- C. Flight Standards Building, West side of building under overhang
- D. Academy Headquarters/RTF west side. Buildings join providing a sheltered corner, the Agency will provide a walkway into the area of suitable material
- E. Academy Headquarters-North side under overhang
- F. Thomas P. Stafford Building-Northeast corner
- G. Area to the north of the SW doors in the Systems Training Building

## **ARTICLE 59 USE OF OFFICIAL GOVERNMENT TELEPHONES**

**Section 1.** The use of official government telephones for unofficial calls will be governed by GSA regulations. Telephones are provided for use in conducting official business. The Employer and the Union will cooperate in eliminating any misuse that may exist in the Academy. The Employer will provide the Union with the GSA regulations in effect on the execution of this Agreement and any amendment thereto.

**Section 2.** The Parties recognize and understand that misuse of telephones by an employee may serve as grounds for disciplinary action or other appropriate action designed to correct the individual's misconduct.

## **ARTICLE 60 AUTHORIZED USE OF FAA INTERNET RESOURCES**

**Section 1.** FAA Internet resources will be authorized for limited personal use in accordance with FAA Order 1370.79A (e.g., brief communications or Internet searches), provided such use does not:

- A. interfere directly or indirectly with FAA computer or networking services;
- B. burden the FAA with additional incremental cost;
- C. interfere with FAA user's employment or other obligations to the Government;
- D. reflect negatively on the FAA rules, regulations, or policies.

**Section 2.** Unauthorized Use. Improper use of FAA Internet resources includes:

- A. using the Internet for any purpose that violates the law or FAA rules, regulations, and policies;
- B. concealing or misrepresenting user identity or affiliation in electronic messages;
- C. accessing or altering source or destination addresses of e-mail;
- D. interfering with the supervisory or accounting functions of computer resources, including attempts to obtain system privileges unless authorized by system owners;
- E. propagating chain letters broadcasting inappropriate or unsolicited messages (e.g., non-business matters to lists or individuals, and comparable resource-intensive unofficial activity);
- F. using FAA Internet resources for any commercial purpose, for financial gain (including gambling), or in support of outside individuals or entities;
- G. seeking, viewing, transmitting, collecting, or storing vulgar abusive, discriminatory, obscene (including sexually explicit or pornographic materials), or harassing messages or material;
- H. attempting to libel, slander, or harass other users;
- I. posting to external newsgroups, bulletin boards, or other public forums, unless it is a business-related requirement, closely related to the employee's area of expertise, and appropriate office approvals have been obtained;
- J. engaging in matters directed toward any unauthorized fundraising, lobbying, or partisan political activities;
- K. interfering with legitimate Internet service of any authorized FAA user; and
- L. representing the Agency in an official capacity when not authorized to do so.

## **ARTICLE 61 REORGANIZATION**

**Section 1.** In the event of all reorganizations, the Union will be notified no less than 30 days prior to planned implementation.

**Section 2.** All BUEs of any group participating in a reorganization study will be named by the Union, except for employees whose assigned duties or subject matter expertise may be required.

## **ARTICLE 62 FURLOUGHS FOR LESS THAN 30 DAYS**

**Section 1.** Furloughs for less than 30 days will be administered in accordance with prescribed laws and Office of Personnel Management Regulations.

**Section 2.** When budget-imposed furloughs are required, the Employer will allow the affected employees to choose either continuous or discontinuous days off, unless legitimate mission requirements dictate otherwise. Subject to operating requirements, furlough days may be scheduled in conjunction with annual leave or instead of previously approved annual leave.

## **ARTICLE 63 CONTRACTING OUT**

**Section 1.** If the Employer decides to initiate a review to determine if work currently performed by the BUEs should be contracted out, the Union will be invited to participate in the review in accordance with OMB Circular A-76.

**Section 2.** Prior to finalizing/implementing a decision resulting from the review conducted under Section 1 to contract out work currently performed by BUEs, the Employer will, upon request, negotiate with the Union procedures for implementation and appropriate arrangement for employees adversely affected by the decision to the full extent required by 5 U.S.C. Chapter 71 and this Agreement.

## **ARTICLE 64 REDUCTION-IN-FORCE**

**Section 1.** Reductions-in-force (RIF) will be administered in accordance with prescribed laws (Public Law 95-454) and Office of Human Resource Management regulations. The Employer agrees to notify the Union when it is determined that RIF actions will be necessary within the BU. The notice will include the reasons for the RIF, the number and types of positions affected, and the approximate date the actions will take place. At this time the Employer and the Union will negotiate the procedures that Management will follow in the implementation of the RIF. This notification will be made at least 90 days before implementation.

**Section 2.** Following receipt of the notice, the Union, upon request, will be provided a listing of Academy vacancies.

**Section 3.** In the event of a RIF, vacancies which Management has decided to fill will be used to the maximum extent possible to place employees in continuing positions that would otherwise be affected by the action.

**Section 4.** An employee affected by RIF has the right to inspect all RIF records pertaining to him/her. He/she also has the right to designate a representative to assist him/her to resolve dissatisfaction.

**Section 5.** The Union will be provided, at the end of the RIF, with a list of all vacancies filled during the RIF.

## **ARTICLE 65 SEVERANCE PAY**

**Section 1.** Employees who are involuntarily separated from Federal service will receive severance pay in accordance with 5 CFR 550.701 through 550.713.

**Section 2.** To be eligible for severance pay, an employee must:

- A. Be serving under a qualifying appointment;
- B. Have completed at least 12 months of continuous service, as described in 5 CFR 550.705; and
- C. Be removed from Federal service by involuntary separation.

**Section 3.** An employee is not eligible for severance pay if he or she:

- A. is serving under a non-qualifying appointment;
- B. declines a reasonable offer;
- C. is receiving injury compensation under Subchapter I of Chapter 81 of Title 5, unless the compensation is being received concurrently with pay or is the result of someone else's death; or
- D. is eligible upon separation for an immediate annuity from a Federal civilian retirement system. Such an employee is ineligible even if all or part of the annuity is offset by payments from a non-Federal retirement system the employee elected instead of Federal civilian retirement benefits or disability benefits received from the Department of Veterans Affairs.



## **ARTICLE 66 CAREER TRANSITION PROGRAM**

**Section 1.** The term displaced employee generally will have the same meaning as defined in 5 CFR 330.604 and 330.703, i.e. individuals who have received a RIF separation notice, or have received a proposed notice of separation. Displaced employees will be given a minimum of 32 hours of duty time per pay period to pursue career transition activities; however, recognizing that finding a new job can be a full-time job, managers are encouraged to grant official time on a full-time basis to employees who have received a RIF separation notice.

**Section 2.** Surplus employees are those who are likely to face displacement through anticipated RIF caused by staffing reductions, or internal reorganization/realignment. Surplus employees may be granted 16 hours of duty time per pay period to pursue career transition activities; however, this decision to grant such official time rests with the Supervisor.

## **ARTICLE 67 PAY**

**Section 1.** The pay for BUEs will be paid in accordance with 49 USC 40122, FAA Order 3550.14 Pay under the General Schedule, relevant Agency Policy, and this Agreement.

**Section 2.** Effective upon implementation of this Agreement, BUEs will receive a one-time payment of 5.0% of the employee's annual base pay with locality.

## **ARTICLE 68 OPERATIONAL REQUIREMENTS**

**Section 1.** Operational Requirements are those mission critical activities and products which, if not addressed immediately, will adversely affect the organization, mission, its personnel or its customers. These are distinguished from those that merely cause inconvenience or concerns. Operational requirement is not to be invoked as a means to avoid required decision bargaining or pre-implementation bargaining.

## **ARTICLE 69 EFFECT OF AGREEMENT**

**Section 1.** Any provision of this Agreement will be determined a valid exception to and will supersede any existing MOU/MOA between the parties, FAA/DOT, Aeronautical Center and/or Academy rules, regulations, orders and practices which are in conflict with the Agreement.

## **ARTICLE 70 REOPENER**

**Section 1.** The Union will be notified of any changes required by United States law affecting conditions of employment of BUEs and in the event such required changes leaves areas of discretion to the Employer, the Employer will consult with the Union before implementing such changes. The Employer agrees to negotiate, upon request by the Union, any changes that conflict with this Agreement, or adversely impacts the BUEs.

**Section 2.** By mutual agreement, the Parties may reopen and renegotiate any Article of this Agreement.

**Section 3.** In the event that any law or action of the Government of the United States renders null and void any provision of this Agreement, the remaining provisions of the Agreement will continue in effect for the term of the Agreement.

## **ARTICLE 71 PRINTING OF CONTRACT AGREEMENT**

**Section 1.** The Employer will provide, at no cost to the Union, 5 ½" X 8 ½" book copies of this Agreement to each BUE. The Employer will also provide a book copy to the Union for each employee entering the BU after the effective date of the Agreement. The books will be printed in type that can be easily read with page numbers and an index.

**Section 2.** The Employer will provide 50 book copies to the Union's office.

**Section 3.** The Employer will make an electronic copy of this Agreement available to the Union.

## **ARTICLE 72 EFFECTIVE DATE AND DURATION**

**Section 1.** This Agreement, signed by the Parties hereto, will become effective the day approved by the FAA Administrator or his/her designee and the President, PAACE.

**Section 2.** This Agreement is for a period of seven (7) years following signature and approval. Thereafter, it will annually renew itself for a one (1) year period unless either party gives written notice to the other of its desire to amend or terminate the Agreement. The written notice must be given not more than one (1) year or not less than 60 calendar days preceding the expiration date of this Agreement. Within 30 days after receipt of this written notice to amend, the Parties will meet and begin negotiations. This Agreement will remain in full force and effect until a new Agreement is reached.

**Reference 1.**  
**HRPM LWS 8.15**  
**Alternative Work Schedules**

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**This Chapter applies to:** (1) non-bargaining unit employees/positions (2) bargaining unit employees/positions, except where the applicable collective bargaining agreement contains conflicting provisions

**Chapter established:** 05/04/2005

**This version effective:** 05/04/2005

**Background Information:** FAA previously established flexible and compressed work schedules, jointly refer to as Alternative Work Schedules (AWS). This chapter documents existing regional, center, facility and headquarters policies and procedures in one agency-wide document. All existing policies and procedures must comply with this agency-wide policy chapter.

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1. Purpose
2. General
3. Approval Authority of Alternative Work Schedules
4. Establishing Tours of Duty
5. Types of Tours of Duty
6. Types of Alternative Work Schedules
7. Delegation of Authority
8. Telecommuting
9. Management Consideration in Approving an AWS Schedule
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16. Time Away From the Duty Station for Court Leave, Training, Temporary Buty
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19. Outline of Alternative Work Schedules

**1. Purpose:** Alternative Work Schedules (AWS) offer several options for scheduling the work of the organization. It offers a wide range of flexibilities, from flexi tour schedules to maxiflex schedules. This policy chapter and related Human Resources Operating Instructions (HROI) define the policies and procedures governing AWS in FAA.

**2. General:** AWS offer employees, with management approval, an alternative to the traditional schedule to meet the basic work requirement. The traditional schedule is 8-hour days and 5-days a week. Negotiated agreements may prescribe different provisions. Some schedules allow employees to work more or less than 8 hours in a day. Some schedules allow employees to work more or less than 40 hours in a week. However, all work schedules require full-time employees to work a total of 80 hours in a pay period. Other schedules permit employees the flexibility to decide arrival and departure times and days off.

**3. Approval Authority of Alternative Work Schedules:** The participation in AWS is voluntary and approved by the designated appropriate approving official. Each line of business and staff office (LOB/SO) has authority to determine how far in advance a request is submitted for approval. However, the approval must be granted before the start of a new pay period unless management approves an exception. Until approval is obtained, an employee works a traditional schedule (i.e., 5-days a week, 8-hours per day) in compliance with the official working hours of the employing region, center, facility, or headquarters office.

**4. Establishing Tours of Duty:** The heads of LOB/SO's must establish appropriate tours of duty according to the needs of the organization. Many organizations within FAA require tours of duty (e.g., 7-day per week, 24-hour per day operation) different than the traditional schedule due to operational requirements.

## **5. Tours of Duty:**

**(a) Traditional Work Schedule:** The following tours of duty are recognized under the traditional work schedule:

- **Business hours:** Business hours in offices performing primarily administrative functions are 8:30 a.m. to 5:00 p.m., Monday through Friday, with a 30-minute non-paid break.
- **Establishment of different basic workweeks and/or official business hours:** LOB/SOs, regions/centers, facilities, or local organizations may establish different basic workweeks and/or official business hours due to operational requirements and/or geographical or organizational differences. For example, an organization may establish a basic workweek of Tuesday through Saturday, with a 3:30 p.m. to midnight work shift. Such variances must comply with the principles outlined in LWS-8.14, Work Schedules and Hours of Duty, and is established only for operational requirements or geographical differences.

**(b) Alternative Work Schedules:** The following tours of duty are recognized under the Alternative Work Schedule:

- **Core hours:** Core Hours are 9:30 a.m. to 2:30 p.m.
- **Time Bands:** Flexible time bands are 6:00 a.m. to 9:30 a.m. and 2:30 p.m. to 6:00 p.m., Monday through Friday.

- **Establishment of different core hours and time bands:** Organizations may establish different core hours and flexible time band to meet operational and geographic differences.

**(c) Basic Work Requirements:** Full-time employees working traditional or nontraditional schedules are required to work 80 hours a pay period. Part-time employees are required to work 32 to 64 hours a pay period.

- **Defined by work schedule:** The type of work schedule defines the employee's basic work requirement.
- **Exclusions:** The basic work requirement excludes overtime#over, comp time earned or credit hours earned.
- **Fixed start and stop times:** Employees on traditional and compressed schedules have fixed start and stop times that are changed only with management approval.
- **Traditional schedule requirement:** The traditional schedule requires 8-hours a day, 5-days a week in a pay period.
- **Compressed schedule requirement:** A compressed schedule requires 80-hours in a pay period in less than 10 days.

**6. Types of Alternative Work Schedules:** Instead of a traditional schedule, an employee may elect to work, with management approval, a compressed or flexible work schedule.

**(a) Compressed Work Schedule (CWS):** Full-time employees on compressed schedules fulfill their basic work requirement of 80 hours in less than 10 days in a pay period. The employee's schedule is approved before the beginning of the next pay period. There is no flexibility in reporting or quitting times on any day during the pay period. The two options available under CWS are the:

- 4-10 schedule and
- 5-4/9 schedule.

A detailed description of the options are in the HROI: CWS and in paragraph 19 of this chapter.

**(b) Flexible Work Schedule (FWS):** Flexible Work Schedules (FWS) vary significantly. The basic work requirement is the hours, excluding overtime hours, an employee must work or otherwise account for by leave and other approved absences. The tour of duty is comprised of all hours and days for which flexible and core hours are designated. The tour of duty also defines the limits within which an employee must complete his or her basic work requirement.

- **Core hours and flexible time bands:** FWS includes core hours when an employee must be present for work. A flexible work schedule also includes designated hours known as a flexible time band. A flexible time band is the hours that an employee may elect to work to complete his or her basic work requirement.

- **Parameters:** An employee may select a FWS, subject to management approval, within the parameters of the flexible time band. An employee selects from the organization's established available options.
- **Five options:** There are five options offered under FWS: Flexitour, Gliding, Variable Day, Variable Week, and Maxiflex. The basic work requirement for each option is described in the HROI: FWS and in paragraph 19 of this chapter.
- **Credit hours:** Employees on a FWS may be eligible to earn and use credit hours. Credit hours are discussed in paragraph 13 of this chapter and in greater deal in the HROI: FWS.

**7. Delegation of Authority:** The authority to establish AWS may be delegated from the heads of LOB's, SO's, facilities and/or organizations to front-line managers, in accordance with the policies and procedures of this chapter. The heads of LOBs and SOs are responsible for the documentation of this authority.

**8. Telecommuting:** Employees may work a flexible or compressed schedule when telecommuting, with management approval. Employees on flexible work schedules may also earn credit hours.

**9. Management Considerations in Approving an AWS Schedule:** In deciding overall organizational or individual employee participation in the program, subject to bargaining unit obligations, a manager must consider each of the following:

(a) **Organization:** Offices should be adequately staffed to provide normal, uninterrupted service during official business hours. There should be sufficient coverage to conduct business and a balanced work force to address different functional or program areas. The organization must be prepared to respond to unforeseen circumstances. The overall short and long-term impact on mission and organizational productivity.

(b) **Impact of Cost on Agency Operations.** The overall short and long-term impact in the cost of agency operations. An increase in the cost of agency operations (other than an administrative cost to process the establishment of an AWS program) is considered an adverse impact.

(c) **Position duties and responsibilities under AWS:** Some positions and responsibilities do not lend themselves to alternative schedules.

(d) **Employee:** AWS is a privilege, not an entitlement. AWS requires mutual trust and commitment. Without this, managers may be forced to exclude an employee from participation in the program due to conduct and/or performance problems.

**10. Management's Responsibility:** Managers determine the appropriateness of AWS. A decision to exclude or limit participation of an employee or an organization is based on sound business reasons. Decisions to exclude or limit participation must be consistent and applied equitably.

(a) **Employee Notification:** Managers must ensure that employees are informed of the reason, in writing, for exclusion, limitation, or change.

(b) **Description of managers' responsibilities:**

- **Establish Reasonable Deadlines:** A manager must establish reasonable deadlines for the submission of proposed or changed work schedules. Managers also must ensure that these deadlines are communicated to all employees.
- **Assess organizational needs:** A manager must assess the needs of the organization and coordinate with employees when scheduling AWS. This action is required to prevent AWS schedules from compromising day-to-day operations or interfering with the completion of work.
- **Determine participation:** A manager must approve, disapprove, modify, or discontinue the organization or the employee's participation in the AWS Program.
- **Provide advance notice:** A manager must provide an employee with as much advanced notice, as practical when operational priorities require change in or discontinuation of the employee's AWS.
- **Monitor and document:** A manager must ensure that employees work the approved AWS full tour of duty. The manager must take corrective actions to resolve discrepancies between the actual hours worked and the approved AWS. A manager ensures that employee's work schedules are properly documented on the time and attendance record.
- **Adjust AWS schedule for travel/temporary duty/training:** A manager must ensure that employees on travel, temporary duty or in a training status, work the administrative hours dictated by the particular assigned location. An exception may be warranted.
- **Ongoing assessment:** A manager must monitor attendance and work practices to avoid abuses that might result from AWS. Managers may alter or withdraw an individual's participation in AWS due to abuse. Except in unusual circumstances, a manager provides advance notice to alter or discontinue an AWS to employees at least one pay period before the effective date.

**11. Management Authority in Limiting AWS Flexibilities:** Managers may request advanced scheduling information and notification when there is a deviation in the usual pattern of arrival or departure times as discussed below.

(a) **Projected Work Schedules:** Managers may require an employee under a Variable Day, Variable Week, or Maxi-flex schedule to complete a projected work schedule, in advance of the next pay period,. This notice outlines the flexible hours the employee desires to work for the upcoming pay period. This projected work schedule indicates when the employee expects to arrive at work and end the workday.

(b) **Management's Discretion:** Employee's flexibility must be tempered with management's right and responsibility to ensure proper office coverage and to ensure that operational requirements are met.

**12. Employee Responsibility:**

**(a) Approval Procedure:** Before working or changing AWS, an employee is required to request approval to participate in or change existing AWS. The request and approval is made before the start of the pay period. An employee should complete the Work Schedule Change Form to document the request. In rare instances, an employee may change an approved work schedule during the pay period, with manager's approval.

**(b) Significant changes in schedule:** An employee is required to ensure managers are apprised of significant changes in arrival or departure or days off.

**(c) Adjusting AWS to Meet Work Obligations.** Employees must adjust their AWS to attend all planned and unplanned mandatory meetings and work deadlines.

**(d) Reporting Time Worked:** An employee is required to ensure timely submission of an accurate, written record of time worked and leave taken for each pay period. Failure to do so may result in inaccurate pay and disciplinary actions.

**13. Credit Hours:**

**(a) Definition of Credit Hours:** Credit hours are only available under a Flexible Work Schedule. Credit hours are hours that employees voluntarily elect to work in excess of their basic work requirements, subject to manager's approval. Credit hours are not used on compressed or traditional work schedules.

**(b) Approval Procedure:** Employee must request approval from his or her manager to work credit hours in advance of actually working any credit hours. Managers may grant approval for an employee to work credit hours verbally or in writing. Earned credit hours may be used on another workday, workweek, or biweekly pay period.

**(c) Limitations.** Employees may earn an unlimited number of credit hours during a biweekly pay period, with manager's approval. However, full-time employees may not carry more than 24 credit hours to a new biweekly pay period. Part-time employees may not carry more than one-quarter of the employee's biweekly work requirement. Credit hours are not used to create or increase entitlement to overtime pay.

**(d) Overtime and Premium Pay:** Credit hours are not considered overtime hours and managers may not direct employees to work credit hours. Employees working credit hours earned between 6:00 p.m. and 6:00 a.m. are not entitled to night differential. Employees working credit hours on Sunday are not entitled to Sunday premium pay See HROI: FWS for more information on credit hours and HROI: AWS Questions and Answers for answers to specific questions.

**(e) Excused Absence.** In the event of an agency closure or early dismissal before the beginning of an employee's daily tour of duty, an employee may retain credit hours that have not been used. If an early dismissal occurs during or after the employee's daily tour of duty, the employee will be charged for credit hours that have already been used.



**(f) When an FWS program is terminated or an employee returns to a compressed or traditional schedule.** When an employee is no longer on an FWS, the employee must be paid for accumulated credit hours at his or her current rate of pay.

- Payment for accumulated credit hours is limited to a maximum of 24 hours for a full-time employee.
- For a part-time employee, the limit is one-quarter of the employee's biweekly work requirement.
- An employee may not be compensated for credit hours for any other reason (e.g., excess, unused credit hours that cannot be carried forward into the next pay period).

#### 14. Holidays:

**(a) Actual Holiday:** Under AWS, when a holiday falls on an employee's regularly scheduled workday, the scheduled holiday is the employee's holiday. If the employee works a compressed work schedule, the scheduled holiday is the number of work hours regularly scheduled for that day (refer to HROI: CWS). Under a flexible work schedule, the scheduled holiday is no more than 8-hours. An employee receives premium pay when required to work on a regularly scheduled workday that is a holiday and therefore is not entitled to an in lieu of holiday.

**(b) In lieu of Holiday:** Full time employees on flexible and compressed work schedules are entitled to an "in lieu of holiday" when a holiday falls on a non-workday. For additional guidance, refer to HRPM Reference Material: Days Observed In Lieu of the Actual Holiday.

**(c) Part-time Employees:** A part-time employee is not entitled to a holiday unless the holiday falls on the employee's regularly scheduled workday. A part-time employee is entitled to an in-lieu of holiday only when the employee is prevented from working because the office or facility is closed in observance of a holiday (e.g., the actual holiday is on Saturday or Sunday, and the holiday is observed on Friday or Monday).

**15. Meal Breaks:** Managers must ensure that employees' schedules include a non-paid meal break and provide a bona fide break in the workday.

**(a) Required Meal Breaks:** The meal break must not be taken at the start or end of the scheduled workday. A 30-minute meal break is taken in the middle of the employee's shift when he or she works 6 or more hours. The following three examples provide guidance on the meal break:

**Example 1:** An employee is scheduled to work from 8:00 a.m. to 4:30 p.m. with approved leave from 3:30 p.m. to 4:30 p.m. The employee must take a meal break as scheduled and cannot combine or delay the break with the approved leave as 8:00 to 3:30 totals more than 6 hours.

**Example 2:** An employee scheduled to work from 8:00 a.m. to 4:30 p.m. is on approved leave from 1:00 p.m. to 4:30 p.m. The employee's meal break begins at

12:30 p.m. at which time the employee may depart. The employee begins approved leave from 1:00 p.m. until 4:30 p.m. In this case the meal break may be combined with the approved leave because the employee is working less than six hours.

**Example 3:** An employee scheduled to work from 3:00 p.m. to 11:30 p.m. requests to work through lunch and leave 30 minutes early. This request may not be granted since FAA prohibits meal breaks at the start or the end of the day and the meal break must be taken when an employee works 6 or more hours in a day.

**(b) Meal Breaks Under AWS:** Under AWS, a part-time or full time employee is required to schedule a 30-minute non-paid meal break during the workday. This requirement applies to employees working 6 or more hours in a day. Any leave taken or excused absence granted on a particular day is not counted toward this 6-hour period.

**(c) Extended Meal Break:** With manager's approval, an employee on a flexible schedule may take a longer meal break up to 2 hours (including the 30-minute non-paid meal break). Extended meal breaks must be offset by

- Work at the beginning or the end of the day, or
- Work on another day during the workweek or the pay period, consistent with the flexible schedule selected.

Employees choosing to use this flexibility are not entitled to earn additional premium pay such as night differential or Sunday premium pay. If the extended meal break is not offset by work, the excess time must be charged to the appropriate leave category. This flexibility is not available on traditional or compressed schedules.

## 16. Time Away from the Duty Station for Court Leave, Training, Temporary Duty:

**(a) Conversion from AWS to Traditional Work Schedule:** An employee on a FWS or CWS must revert to a traditional schedule while away from the official duty station for court leave. A manager may not adjust an employee's normal tour of duty solely to include travel hours that would not otherwise be considered hours of work.

**(b) Work Schedule on Authorized Travel:** Employees on authorized travel for work or training must adhere to the work schedule and hours of the organization to which temporarily assigned or the training facility to be attended. On days of travel, employees must adhere to the traditional schedule. A manager may require an employee to follow a traditional schedule for the entire pay period because the AWS basic requirements cannot be met. This may be necessary if the employee cannot meet the basic work requirement of the approved AWS (e.g., 5-4/9).

**(c) Exception:**

- A manager may determine that a change in an employee's AWS is not required. If the exception is approved, an employee's normal tour of duty must be determined. This is necessary as time spent in travel is considered hours of work if it occurs during regularly scheduled hours or the normal tour of duty.
- Under a CWS, a regularly scheduled workweek and any regularly schedule overtime is an employee's applicable work schedule.
- Under FWS, managers should apply the guidance in HROI: FWS, paragraph 5, Excused Absence.
- If management approves the exception and the employee's temporary duty does not cover the entire pay period, an employee must request to change his or her scheduled day off (RDO) in the same pay period. This prevents the day off occurring while in travel status.

**17. Program Preview:** AWS programs are subject to periodic reviews to ensure continued program and cost efficiency. These reviews also ensure that there is no adverse agency impact. The Administrator may terminate or modify the AWS Program if necessary.

**18. Exemption:** Managers may exempt their organizations from participating in AWS or restrict employees' choices to avoid adverse impact on daily operations. If a manager finds that AWS substantially disrupts the organization or additional costs are incurred because of participation, a manager may:

- Restrict employees' choices of arrival or departure time; or
- Restrict the use of credit hours; or
- Exclude from the program any employee or group of employees; or
- Restrict the types of AWS options available.

**19. Outline of Alternative Work Schedules:** The chart below outlines the different options available under the two types of Alternative Work Schedules: Compressed and Flexible Schedules. The 30-minute non-paid meal period must be included when schedules are established and approved.

Compressed Work Schedules	
Option	Work Schedule
4/10 Plan	<p><b>Plan allows flexibility in selecting time of arrival and departure while working 4 days a week with three days off. Once the schedule is approved, the employee works a fixed schedule until a new schedule is submitted and approved by management in advance of the pay period.</b></p> <p>Employee selects arrival and departure time, and is off three days each week</p> <p>Employee works a fixed schedule.</p> <p>Works 4 ten-hour days per week.</p>

	<p>Employee must be present or otherwise accounted for by leave and/or other approved absence during core hours for 4 days a week, except for meal period.</p> <p>Employees on compressed schedules cannot earn credit hours.</p>
5-4/9 Plan	<p><b>Plan allows flexibility in selecting time of arrival and departure. Employee works 9 days per pay period. Once the schedule is approved, the employee works a fixed schedule until a new schedule is submitted and approved by management 1 pay period in advance.</b></p> <p>Employee selects arrival time, departure time, and day off every other week</p> <p>Works 9-hours/8 days and 8-hours/1 day.</p> <p>Employee works fixed schedule.</p> <p>Employee must be present or otherwise accounted for by leave and/or other approved absence, during core hours for 4 days/1 week and 5-days/other week, except meal period.</p> <p>Employees on compressed schedules cannot earn credit hours.</p>

Flexible Work Schedules	
Option	Work Schedule
Flexitour	<p><b>Plan allows flexibility in selecting the time of arrival and departure. Once established this schedule is fixed until an adjusted schedule is submitted and approved.</b></p> <p>Employee selects daily arrival time with management approval.</p> <p>Employee works a fixed schedule with designated arrival and departure times.</p> <p>Works 8 hours/day, 5 days/week.</p> <p>Must be present or otherwise accounted for by leave and/or other approved absence during core hours, except for meal period, 5 days a week.</p> <p>Credit hours may be earned with advanced approval.</p>
Gliding	<p><b>Plan allows flexibility in varying the daily time of arrival and departure during the flexible time band.</b></p> <p>Employee's elects to vary arrival time on a daily basis.</p> <p>Employee works a variable schedule.</p> <p>Works 8 hours a day, 5 days a week.</p> <p>Must be present or otherwise accounted for by leave and/or other approved absence during core hours, except for meal period, 5 days a week.</p> <p>Credit hours may be earned with advanced approval.</p>
Variable Day	<p><b>Plan allows flexibility in daily arrival time and length of the workday.</b></p> <p>Employee elects to vary daily arrival and departure time and vary length of day.</p>

	<p>Employee works a variable schedule.                  Works 40 hours a week.                  Core hours are in effect all 5 days of the workweek.                  Must be present or otherwise accounted for by leave and/or other approved absence during core hours, except for meal period, 5 days a week.                  Credit hours may be earned with advanced approval.</p>
<p>Variable Week</p>	<p><b>Plan allows flexibility in daily arrival time and length of workday and workweek.</b>                  Employee varies daily arrival and departure time and length of workday and length of workweek.                  Employee works a variable schedule.                  Works 80 hours per pay period.                  Core hours are in effect all 5 days of the workweek.                  Must be present or otherwise accounted for by leave and/or other approved absence during core hours, except for meal period, 5 days a week.                  Credit hours may be earned with advanced approval.</p>
<p>Maxiflex</p>	<p><b>Plan allows flexibility in arrival time/length of workday and workweek and number of days off.</b>                  Employee varies daily arrival and departure time and varies length of day and length of workweek.                  Works 80 biweekly hours.                  May work less than 5 days/week and/or 10-days/ biweekly.                  Credit hours may be earned with advanced approval</p>

## Reference 2. HROI - Compressed Work Schedule (cws)

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The information in this HROI should be used in conjunction with the appropriate policy chapters found within the Human Resource Policy Manual (HRPM).

**This HROI established: 05/04/2005**

**This version effective: 05/04/2005**

1. Purpose
  2. General
  3. Two Choices Under CWS
  4. Credit Hours
  5. Overtime Hours
  6. Sunday Work
- 

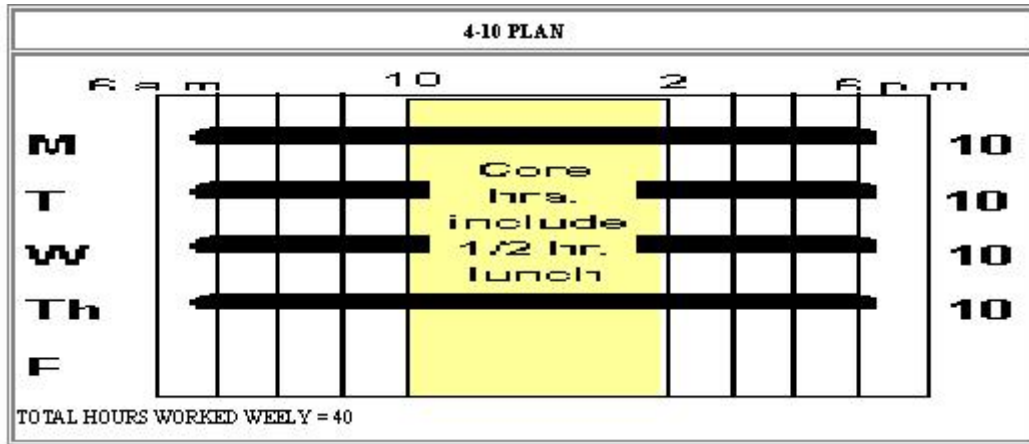
**1. Purpose:** This operating instruction explains compressed work schedules (CWS) and outlines the basic work requirement.

**2. General:** The basic work requirement under a compressed work schedule, is the hours, excluding overtime hours, an employee is required to work or account for by leave or other approved absence. The basic work requirement differs depending on the schedule, that is 4-10 or 5-4/9 Plan. These types are further defined in paragraph 3 of this HROI. A tour of duty is synonymous with basic work requirement since schedules are fixed without provisions for employee flexibility in arrival or departure times.

**3. Two Choices Under CWS:** There are two choices under CWS: 4-10 and 5-4/9 plans.

**(a) The 4-10 Plan:**

**(1) Basic Work Requirement:** The basic work requirement for a full-time employee is 10 hours a day, 40 hours a week, and 80 hours a pay period. The following chart is an example of a schedule under the 4-10 Plan:



Employee works four ten-hour days: Monday through Thursday, 6:45 a.m. to 5:15 p.m. with a 30-minute non-paid meal break.

**(2) Tour of Duty:** Full-time employees work four 10-hour days within the workweek. An employee pre-selects his or her fixed arrival times, departure times, and regular days off (one for each week), subject to management approval. The employee works the fixed schedule until a new schedule is selected and approved.

**(3) Holidays:** Full-time employees excused from work on holidays are entitled to their rate of basic pay as scheduled for that day, not to exceed 10 hours.

**a. Premium Pay:** Employees are entitled to holiday premium pay if required to work on holidays during their basic work requirement. The hours of holiday premium pay may not exceed the hours in the employees' compressed work schedule for that day (e.g., 10 non-overtime holiday hours).

**b. Half-Day Holiday:** When an Executive Order grants a half-day holiday, an employee is entitled to basic pay for half the time he or she would otherwise work that day, (i.e., 5 hours).

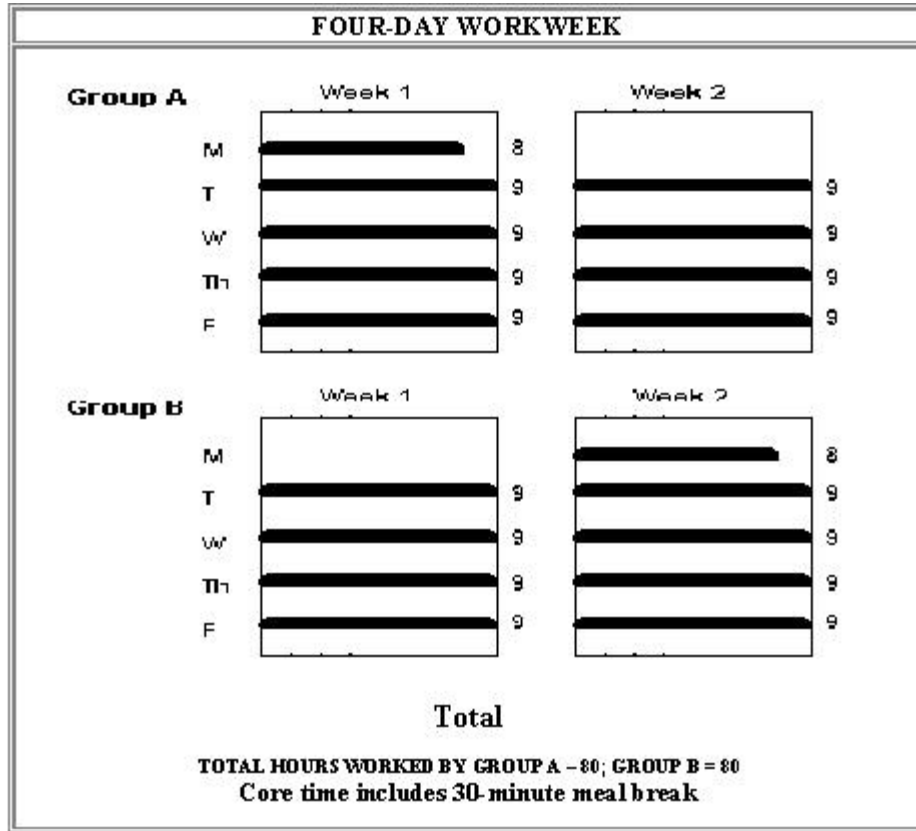
**c. Additional Information:** Refer to LWS-8.15 and HRPM Reference Material: Days Observed In Lieu of the Actual Holiday for further information on holidays and in lieu of holidays.

**(4) Absence during 4-day Workweek:** Absence during a basic work requirement must be charged to the appropriate leave category. For example: A full-time employee who takes one day of annual leave is charged leave for ten hours.

**(b) The 5-4/9 Plan:**

**(1) Basic Work Requirement:** With management approval, employee works eight 9-hour days and one 8-hour day for a total of 80 hours in a pay period. The employee has one additional fixed scheduled day off during the pay period.

The following chart offers two examples of the 5-4/9 Plan:



The first group works 8-hours Monday of the first week and has the second Monday off. Monday through Thursday is 9-hour days. The second group has the first Monday off and works 8-hours the second Monday. Tuesday through Thursday is 9-hour days.

**(2) Tour of Duty:** Full-time employees? tour of duty is 9-hours for 8 days and 8-hours for 1-day of the pay period. An employee must pre-select his or her fixed arrival and departure times, and additional day off. Management must approve the arrival and departure times. The schedule is fixed until a new schedule is selected and approved.

**(3) Holidays:** Employees are excused from all non-overtime hours, which apply to their basic work requirement. For example, if a holiday falls on a 9-hour basic workday, the employee's holiday is 9 hours.

**a. Premium Pay:** Employees working on a holiday are entitled to holiday premium pay if required to work during their basic work requirement. The hours of holiday premium pay may not exceed the hours in the employees' compressed work schedule for that day (e.g. 8 or 9 non-overtime holiday hours).



**b. Half-Day Pay:** An employee on a CWS is entitled to basic pay for half the hours he or she would otherwise have worked that day (i.e., 4 or 4.5 hours) when an Executive Order grants a "half-day" holiday.

**c. Additional Information:** For more information on holidays and in lieu of holidays, refer to LWS-8.15 and HRPM Reference Material: Days Observed In lieu of the Actual Holiday.

**(4) Absence for 5-4/9 Plan:** Absence during an employee's basic work requirement must be charged to the appropriate leave category. For example: A full-time employee is charged leave for 9 hours (or 8 hours if it falls on the 8-hour day) when he or she takes a day.

**4. Credit Hours:** Employees under CWS cannot earn credit hours, except where specifically provided in a negotiated labor agreement.

**5. Overtime Hours:** Overtime work is more than the CWS basic work requirement ordered or approved in advance by management. Excess of the basic work requirement for a 4-day workweek is more than 10 hours in a day or 40 hours in a week. Excess of the 5 4/9 Plan basic work requirement is more than 8 or 9 hours a day (depending on the schedule) or 80 hours in a biweekly pay period. Overtime must be paid for regularly scheduled overtime. Compensatory time earned may be approved in lieu of overtime pay only for irregular or occasional overtime work (refer to Order 3550.10, Section 2 for additional information). Note: A nonexempt full-time employee is eligible for overtime for any hours worked outside the CWS that are 'suffered or permitted.'?

**6. Sunday Work:** When a full-time employee regularly schedule tour of duty includes Sunday, the employee is entitled to Sunday premium pay for non-overtime hours worked on Sunday. The agency must compensate a full-time employee for hours of basic pay depending on the approved schedule (e.g., 8, 9, or 10). A full-time employee earns Sunday premium pay at an additional rate of 25% of base pay for all nonovertime hours worked.

### Reference 3. HROI - Flexible Work Schedules (fws)

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The information in this HROI should be used in conjunction with the appropriate policy chapters found within the Human Resource Policy Manual (HRPM).

**This HROI established: 05/04/2005**

**This version effective: 05/04/2005**

1. Purpose

2. General

3. Options Available under the FWS

4. Credit Hours

5. Excused Absence

6. Overtime

7. Night Pay & Night Differential

8. Holiday

9. Absence from Work during the Basic Work Requirement

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**1. Purpose:** This Human Resource Operating Instructions (HROI) explains FWS and prescribes the basic work requirement.

**2. General:** The basic work requirement is the hours, excluding overtime, an employee is required to work or account for by leave or other approved absence. The basic work requirement is different for each FWS option. For example, the basic work requirement for an employee on a maxiflex schedule is 80 hours a pay period, with no daily or weekly requirement. Employees on a flexitour or gliding schedule must work 8 hours a day, 40 hours a week, and 80 hours a pay period.

The tour of duty is the range of hours an employee is authorized to work. In organizations that perform primarily administrative functions, core hours are 9:30 a.m. to 2:30 p.m., with a 30-minute non-paid meal break. Flexible time bands are the hours between 6:00 a.m. and 9:30 a.m. and 2:30 p.m. and 6:00 p.m. These are the hours during which employees may choose their arrival and departure times and accumulate credit hours. Organizations may establish different core hours and flexible time bands based on operational and/or geographic requirements.

Employees must not begin work before 6:00 a.m. or work after 6 p.m., unless directed or approved in advance by management. Subject to management approval, an employee may select to work a schedule that includes core hours and a period within the limits of the flexible time bands. For purposes of earning credit hours, the flexible time bands are expanded to include Saturday and Sunday.

**3. Option Available Under the FWS:** Under the FWS Program, five options are available for selection, with management approval; as shown below.

Available FWS Options			
Schedules	Hours Daily	Hours Weekly	Hours Bi-weekly
Flexitour	8	40	80
Gliding Schedule	8	40	80
Variable Day Schedule		40	80
Variable Week Schedule			80
Maxiflex Schedule			80

The basic work requirement and tour of duty for each option is described in detail below:

**(a) Flexitour: Employee works 8-hour days and pre-selects arrival and stop times within the flexible time band.**

**(1) Basic Work Requirement:** A full-time employee has an 8-hour day, 40-hour week, 80-hour biweekly pay period basic work requirement. A part-time employee's basic work requirement is the hours the employee must work each day; in the administrative workweek, and in a pay period.

Core Hours Plus Lunch Period	
Early Shift	Late Shift
6:00 a.m. to 9:30 a.m.	2:30 p.m. to 6:00 p.m.

**(2) Tour of Duty:** An employee requests his or her fixed arrival time during the flexible time band in advance of the upcoming pay period. The arrival and departure times are fixed until a new schedule is requested and approved. The employee must be present during core hours, or otherwise accounted for by leave and/or other approved absences.

**(b) Gliding:** Employee works 8 hours per day and varies arrival and departure times during the flexible time band.

**(1) Basic Work Requirement:** A full-time employee has an 8-hour day, 40-hour week, and 80-hour pay period basic work requirement. A part-time employee basic work requirement is the hours the employee must work each day; hours in the administrative workweek, and hours in a pay period.

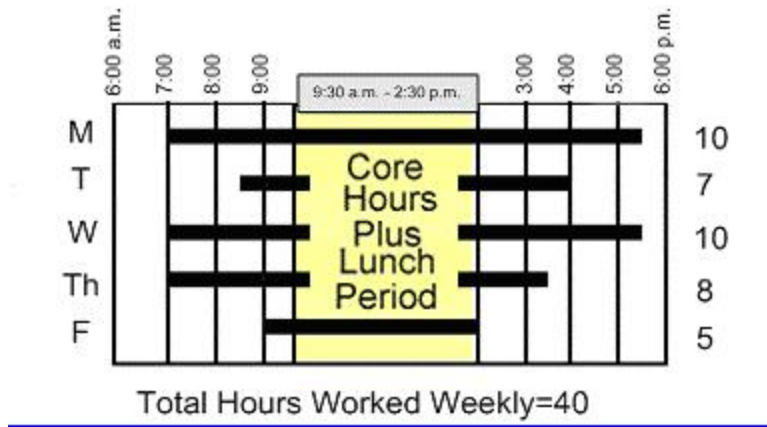
Core Hours Plus Lunch Period	
Early Shift	Late Shift
6:00 a.m. to 9:30 a.m.	2:30 p.m. to 6:00 p.m.

**(2) Tour of Duty:** An employee on a management approved gliding schedule may vary arrival and departure times daily within the flexible time bands, without prior management approval. During core hours, the employee must be present or otherwise accounted for by leave or other approved absences.

**(c) Variable Day: Full-time employee works 40 hours per week but varies number of hours per day and arrival and departure times during the flexible time band.**

**(1) Basic Work Requirement:** A full time employee has a 40-hour week and an 80-hour pay period basic work requirement. A part-time employee's basic work requirement is the hours the employee must work in the administrative workweek and in a pay period.

Example of an employee's tour of duty on a **Variable Day Schedule:**

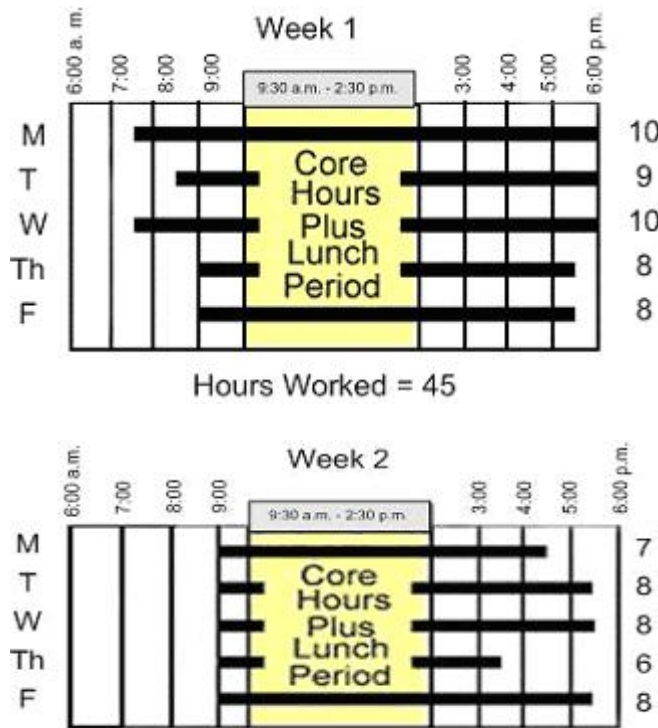


**(2) Tour of Duty:** An employee may vary daily arrival and departure times within the flexible time bands, as well as the length of the workday. **However, management may require such daily variations requested and approved in advance of each pay period.** A full-time employee is limited to a 40-hour workweek. Even with the flexibility of this schedule, core hours are always in effect during the workweek. During core hours, the employee must be present or otherwise accounted for by leave or other approved absences.

**(d) Variable Week: Full-time employee works 80 hours per pay period. May vary number of hours per day and days per week and arrival and departure times within flexible time band.**

**(1) Basic Work Requirement:** A full-time employee has an 80-hour pay period basic work requirement. For a part-time employee, the basic work requirement is the hours the employee must work in a biweekly pay period.

Example of an employee's tour of duty on a **Variable Week Schedule:**

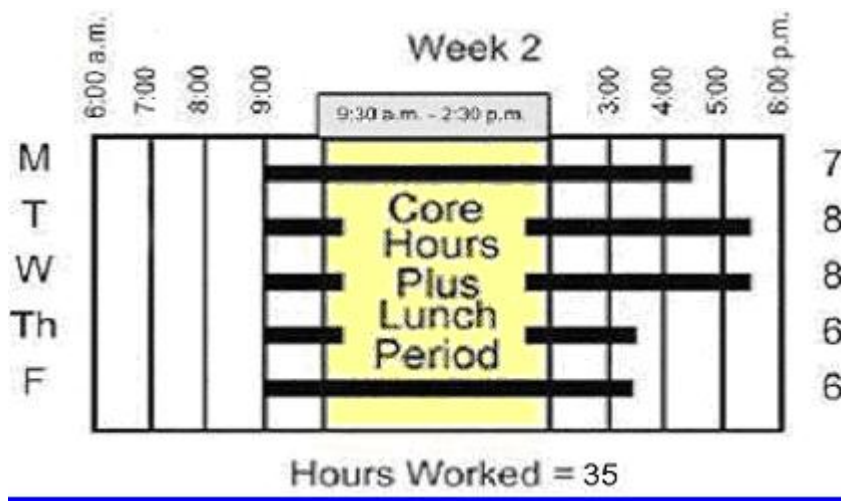
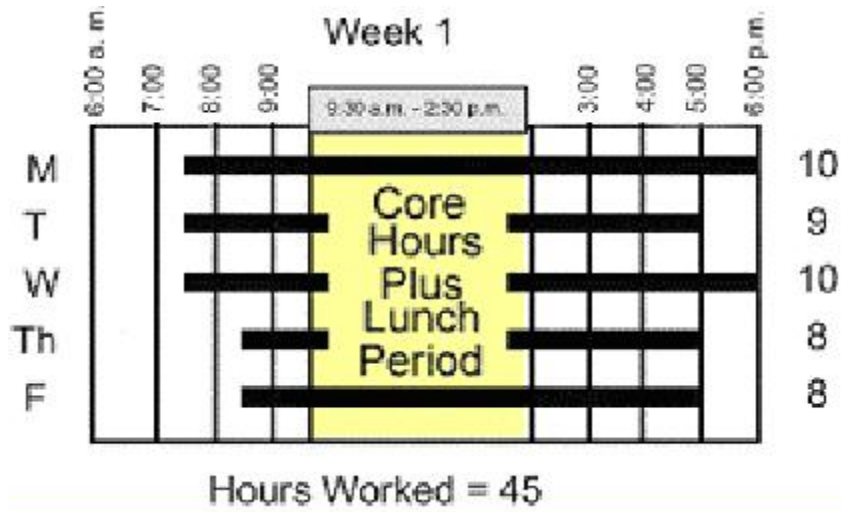


Hours Worked = 37  
 Total Hours Worked = 82  
 Basic Work Requirement = 80  
 Earned Credit Hours = 2

(2) **Tour of Duty:** An employee may vary arrival and departure times daily within the flexible time bands. An employee may also vary the length of the workday and the workweek. **However, management may require such daily variations be requested and approved in advance of each pay period.** A full-time employee is limited to an 80-hour pay period. This schedule allows flexibility within the flexible time bands as well as the length of the workday and workweek. The employee must be present during core hours all week or otherwise accounted for by leave or other approved absences.

**(e) Maxi flex: Full-time employee works 80 hours in a pay period.**

(1) **Basic Work Requirement:** The basic work requirement for a full-time employee is an 80-hour pay period. A part-time employee's basic work requirement is the hours the employee must work in a pay period. The following is an example of an employee's tour of duty on **maxi flex**:



**Hours worked first week of pay period = 45**  
**Hours worked second week of pay period = 35**  
**Hours Worked for the pay period = 80**

**(2) Tour of Duty:** An employee may vary arrival and departure times daily within the flexible time bands. An employee may also vary the length of the workday and the workweek. **However, the management may require such daily variations be requested and approved in advance of each pay period.** A full-time employee is limited to an 80-hour pay period. An employee is expected to be in a duty status during core hours for a minimum of 3 days during an administrative workweek. Therefore, an employee may work less than 5 days per week and/or less than 10 days during the biweekly pay period. This schedule allows flexibility within the flexible time bands as well as the length of the workday and workweek. The schedule allows flexibility in the number of days off. Employees must be present during core hours or otherwise accounted for by leave or other approved absences.

#### 4. Credit Hours:

**(a) Entitlement to earn and use credit hours:** Employees working a FWS are eligible to earn and use credit hours, with prior management approval. Credit hours are only earned in the flexible time band. Credit hours are not officially ordered and approved in advance by management. Employees are compensated with overtime pay or compensatory time when management officially orders the accomplishment of work outside a full time employee's regular schedule.

**(b) Earning and Using Credit Hours:**

- **Increment Amount:** Credit hours can be earned and used in 1-minute increments. Organizations may determine higher increment levels to earn and use credit hours.
- **Carry forward limit:** An employee may earn an unlimited amount of credit hours in a day or in a pay period. However, a full-time employee may only carry forward up to 24 hours of credit hours to the next pay period. A part-time employee may only carry forward up to one-fourth of the employee's pay period work requirement to the next pay period. Credit hours in excess of the maximum carryover are forfeited.
- **Timeframe:** There is no requirement for using earned credit hours within a particular timeframe. Credit hours may be earned and used on the same workday, another workday, workweek, or biweekly pay period. Credit hours are part of the applied basic work requirement.
- **Management approval:** Credit hours use is subject to management approval, as with any other form of leave.
- **Advancement of hours:** Credit hours are earned before used. Credit hours are never advanced. For example, an employee may not take credit hours on Monday and earn the credit hours later in the day, in the week, or the pay period.
- **Documentation:** Credit hours earned and used are always documented on the Time and Attendance Record.
- **Saturday and/or Sunday:** Credit hours may be earned, with management approval, in the flexible time bands that include Saturday and/or Sunday.
- **Basic requirement hours:** Credit hours are not basic requirement hours. For example, the ninth hour is not a credit hour when an employee completes a 9- hour workday of an 80-hour basic work requirement. However, an employee on a FWS would earn 1 credit hour if the employee voluntarily work a tenth hour on the same day.
- **Eligibility of FAA executives:** FAA executives are not eligible to earn credit hours.
- **Participation in FWS ends:** When an employee is no longer subject to a FWS program
  - **Payment for maximum unused earned credit hours when a full-time employee is no longer subject to a FWS:** A full-time employee receives payment for all unused earned credit hours up to the 24-hour maximum.
  - **Payment for maximum unused earned credit hours when a part-time employee is no longer subject to a FWS:** A part-time employee receives

payment for unused earned credit hours up to one-fourth of the biweekly basic work requirement.

- **Rate of pay for unused earned credit hours when no longer subject to a FWS program:** Employees receive lump-sum payment for the 24 hour maximum of credit hours when they leave the agency. The payment is made at the employee's current rate of pay at the time that payment is made. An employee may not be compensated for credit hours for any other reason (e.g., excess unused credit hours that cannot be carried forward into the next pay period).
- **Circumstances that end employee's subject to FWS program:** An employee is no longer subject to a flexible work schedule when:
  - **Employee leaves agency:** Employee separates from agency, transfers to another agency, or retires; or
  - **Employee chooses to not participate in the FWS program:** Employee elects not to participate in the FWS program, or
  - **Management decides to end FWS Program options:** The FWS Program management determines the FWS Program is not an available option for selection.

**(c)Travel:** Credit hours are not earned for travel because travel is always ordered by the agency. Travel hours are not hours that an employee elects to work. However, credit hours are earned for travel if stipulated in a negotiated agreement.

**(d)Training and Homework:** Credit hours are not earned when training or homework is required.

**(e) Premium Pay:** Overtime or compensatory time are not paid when employees earn credit hours or when credit hours are liquidated.

**(f) Night Pay:** Night pay is not paid when credit hours are earned because night hours are not part of the employee's basic work requirement.

**(g) Sunday premium pay:** Sunday premium pay is not paid for credit hours earned or used. Sunday is not part of the employee's basic work requirement.

**(h) Holiday pay:** Employees electing to work credit hours during holiday hours are not entitled to holiday pay. If approved by management, employees may earn credit hours for work in excess of their basic work requirement on a holiday. Under FWS, full-time employees are excused only for 8 hours of their basic work requirement because of a holiday. With management approval, accrued credit hours or annual leave must be used for the ninth or tenth hour of day's scheduled tour of duty.



## 5. Excused Absence:

**(a) Circumstances that warrant excused absences:** Employees under a FWS are granted excused absence with pay under the same circumstances as employees covered by other work schedules. For additional guidance refer to LWS-8.8, Excused Absence.

**(b) Basis for excused absences:** Under FWS, excused absence is granted based on the employee's established basic work requirement in effect at the time.

**(c) Employees not entitled to another day off for unscheduled office closures:** Employees not scheduled to work on the day of an unscheduled office closure (e.g., due to weather conditions) are not granted another non-workday. Under a FWS, employees on a regular day off (RDO) are in a non-pay status. Therefore, the employee on a RDO is not entitled to an additional day off when the agency is closed due to an emergency.

**(d) Excused absence for delayed opening or early dismissal:** Excused absence granted for a delayed opening or an early dismissal is based on the employee's established scheduled arrival or departure times. For example, employees are dismissed three hours earlier than their normal departure time. An employee would leave by 12:30 p.m. if his or her normal departure time were 3:30 p.m.

**(e) Methods used to discern individual patterns of arrival or departure:** Hours of granted excused absence may be determined on individual patterns of arrival or departure. The following methods may be used:

- **Constant Pattern of Arrival:** An employee's established pattern of arrival each workday is used to determine the amount of granted excused absence.
- **Predominant Pattern of Arrival:** An employee's predominant particular arrival time is used to determine the amount of excused absence to be granted.
- **Variable Pattern of Arrival:** A mathematical average of the employee's arrival time for the previous pay period is used when there is a variable pattern of the employee's arrival time. The average arrival time is used as a reference for determining excused absence.

## 6. Overtime:

**(a) Definition of overtime:** Overtime is hours of work outside the employee's basic work requirement that are officially ordered or approved by management. Hours in a paid leave status (e.g., annual leave, sick leave, etc.) are counted as hours of basic work requirements when determining hours of work for overtime purposes. Refer to Order 3550.10, Section 2 for additional overtime information on exempt employees. Refer to Order 3550.10, appendix 10 for additional overtime information on non-exempt employees.

**(b) Flexitour and Gliding Work Schedules:** Overtime in a flexi tour and gliding work schedules is work in excess of 8 hours in a day or 40 hours in an administrative workweek. This excludes credit hours.

**(c) Variable Day Work Schedule:** Overtime in a variable day work schedule is a work in excess of 8 hours in a day or 40 hours in an administrative workweek. This excludes credit hours.

**(d) Variable Week and Maxiflex Work Schedules:** Overtime in a variable week and maxiflex work schedules means work in excess of 8 hours in a day or 40 hours in an administrative workweek. This excludes credit hours.

**(e) Part-time employees eligibility for overtime:** Except for certain employees on alternative work schedules, part-time employees are eligible for overtime when ordered and approved in advance for hours in excess of 8 hours in a day or 40 hours in a week.

**(f) Regular and irregular overtime and compensatory time:** Under FWS, overtime may be regularly or irregular (occasional) overtime hours. Compensatory time may be earned in lieu of overtime pay for irregular, occasional, or regularly scheduled overtime.

**7. Night Pay and Night Differential:** Employees are not approved to work flexible work schedules between the hours of 6:00 p.m. to 6:00 a.m. Employees receive night pay when required by management to work between 6:00 p.m. and 6:00 a.m. to complete an 8-hour tour of duty.

## **8. Holiday:**

**(a) Full-time employees eligibility:** Full-time employees receive their rate of basic pay for 8 hours on the holiday (or an in lieu of holiday) when not required to work. Under a FWS, a full time employee is entitled to holiday premium pay plus their regular rate of basic pay for non-overtime work on a holiday (or a day designated as the "in lieu of" holiday). Holiday premium pay is limited to a maximum of 8 hours.

**(b) Part-time employees eligibility:** A part-time employee is entitled to a holiday when the holiday falls on a day when he or she would otherwise be required to work or take leave. This does not include overtime work. Part-time employees who are excused from work on a holiday receive their rate of basic pay for the hours they are regularly scheduled to work on that day. Under a FWS, part-time employees are generally excused from duty for the number of hours of their "basic work requirement" (i.e., nonovertime hours) on that day, not to exceed 8 hours.

A work schedule submitted in advance of the administrative workweek is used to determine the part-time employee's pay for the holiday hours. Managers must ensure that there is no abuse of entitlement. For example, an employee should not schedule more hours of work on a holiday than scheduled in prior weeks on days corresponding to the holiday.

**(c) Rate of pay for basic work requirement on a holiday:** Under a FWS, employees are paid their rate of basic pay while working in their basic work requirement (excluding overtime) on a holiday.

**Example:** An employee on an FWS schedule works 10 hours on a holiday (including 1 hour of overtime ordered by a manager). The employee's regular basic work requirement on that day is 9 hours. The employee earns holiday premium for the 8 holiday hours designated by the agency. The employee earns his or her rate of basic pay for 1 hour (within the basic work requirement) and 1 hour of overtime pay.

**(d) Holiday premium pay for part-time employees:** Under a FWS, a part-time employee is entitled to holiday premium pay only for work performed during his or her basic work requirement on a holiday (not to exceed 8 hours). A part-time employee is not entitled to holiday premium pay for work performed on a designated "in lieu of" holiday for full-time employees. Refer to LWS-8.15 AWS for additional guidance.

**(e) When an Executive Order grants a "half-day" holiday:** Full-time employees working a FWS are entitled to half the hours regularly schedule to work, not to exceed 4 hours.

**9. Absence from Work During the Basic Work Requirement:**

**(a) Absence during the basic work requirement:** Absence during the basic work requirement must be charged to an appropriate leave category, credit hour, compensatory time off, or excused absence, if warranted.

**(b) Adjustment of Work Schedules to account for absence:** Employees are not required to adjust their work schedules for medical or dental appointments or other personal matters. The employee may charge this time to leave. An employee may not use more sick or annual leave on a given day, than he or she scheduled to work on that day.

## Reference 4. WLB-12.3 FAA Telework Program

**This Chapter applies to:** (1) non-bargaining unit employees/positions (2) bargaining unit employees/positions, except where the applicable collective bargaining agreement contains conflicting provisions or the subject has not been negotiated.

**Chapter established on:** 06/30/06

**This version effective:** 09/07/10

**Background information:** This policy chapter cancels and replaces FAA Telework Program WLB-12.3 dated June 30, 2006.

1. Purpose
2. Definitions
3. Background
4. Nature of Program
5. Basic Principles for Teleworking in FAA
6. Telework Options
7. Optional Telework Participation Criteria
8. Characteristics Associated with Successful Teleworkers
9. Telework Agreements
10. Telework Work Schedules
11. Pay Issues
12. Position and Performance Issues
13. Workers' Compensation
14. Telephone Access
15. Minimizing Impacts of Employees Working Away from the Normal Worksite
16. Work-at-home Issues
17. Telecommunications and Equipment
18. Safekeeping of Government Materials, Documents and Equipment
19. Privacy Act, Sensitive or Classified Data
20. Security and Equipment
21. Costs of Teleworking
22. Child/Family Member Care, Personal Business
23. Tax Benefits
24. Process for Using the FAA Telework Program

1. **Purpose:** This policy chapter provides policy and guidance to managers and employees on the Federal Aviation Administration's (FAA's) Telework Program and describes the rules and procedures which apply to teleworking. Teleworking is synonymous with telecommuting, work at home, and alternate worksite.

## 2. Definitions

- a. **Ad Hoc Teleworker:** An employee who teleworks on an irregular basis or project oriented basis. This may be as a result of a medical condition, a need to be focus on a special project, or other situation that makes it beneficial for the employee and manager to agree to an ad hoc telework opportunity. Ad-hoc teleworking can also be used to address unexpected situations and potentially volatile situations such as mass demonstrations, water main breaks that flood a downtown city area, etc.
- b. **Alternate Work Arrangement:** An alternate work arrangement provides flexibility in work locations, work schedules, work hours, and other work arrangements. This may include the use of flexible and compressed work schedules, telecommuting, virtual offices, job sharing, and/or other distributed work arrangements.
- c. **Alternate Worksite:** A place away from the traditional worksite that has been approved for the performance of officially assigned duties. It may be an employee's home, a telework center, or other approved worksite including a facility established by state, local, or county governments or private sector organizations for use by teleworkers.
- d. **Classified National Security Information or Classified Information:** Information that has been determined classified pursuant to the provisions of Executive Order 12958, Classified National Security Information, to require protection against unauthorized disclosure.
- e. **Designated Emergency Teleworker:** An employee designated to telework in support of essential functions during an emergency.
- f. **Emergency Situation:** A situation when normal work facilities are not available or when public health situation guidance requires social distancing to avoid the spread of disease.
- g. **Encryption:** A technique used to protect information by coding the data so that it is unreadable. Encryption hides its content from everyone except its intended audience.
- h. **For Official Use Only (FOUO) Information:** Unclassified information and materials that may be exempt from mandatory release to the public under the Freedom of Information Act and/or the Privacy Act.
- i. **Hoteling:** Shared office space used by teleworkers on an as needed basis. These non-dedicated, non-permanent workspaces are reserved in advance and are used on a first-come, first-serve basis. The space can be equipped with standard office technology, such as phones, computers or laptop docking stations, faxes, printers, copiers, computer network connection, internet access, etc.
- j. **Ineligible Positions:** Certain positions are generally considered to be "ineligible" for teleworking. For example, a position is considered ineligible if it requires, on a daily basis (every work day), **direct handling of secure materials**, or **on-site activity** that cannot be handled remotely or at an alternate worksite; regular face-to-face personal contact; hands-on contact with machinery or equipment; or other physical presence/site dependent activity.

k. **Mobile Virtual Office:** A telework arrangement that provides for continued functioning at various locations and/or environments (e.g., hotel, car, home, etc.) and facilitates roaming without loss of office capabilities, in support of activities that are in the field.

l. **Official Duty Station:** The official duty station that is documented on the most recent notification of personnel action (e.g., SF-50) for an employee's position of record. Normally, an employee's duty station is the city/town, county, and state where he or she regularly works. For most employees, this will be the location of the employee's regular worksite. For an employee who teleworks from an alternate work site, the agency may designate the employee's official duty station as the location of the employee's main or reporting office, as long as he/she regularly commutes to that office at least once a week. An employee's official duty station must be changed to the location of the telework site (i.e., the location of his or her home, telework center, or other alternate worksite) if the employee does not regularly commute to the main or reporting office, except in certain temporary situations, such as when an employee is recovering from an injury or medical condition that prevents the employee from commuting to the normal worksite.

m. **Optional Teleworker:** An employee who performs his/her duties at alternative worksites during an agreed-upon portion of the work week. Alternative worksites may include an employee's home, a telework center (commonly called a telecenter), or another FAA facility. Some teleworkers may also perform work from a "virtual office," by working off-site at locations such as airports, airline maintenance facilities, manufacturing plants, etc.

n. **Personally Identifiable Information (PII):** Information about a human being, living or deceased, that is maintained by an agency. This includes information that permits identification of that individual to be reasonably identified by either direct or indirect means (i.e., as in data mining). Personally identifiable information includes, but is not limited to: name, home address, social security number, driver's license identification number, date and place of birth, mother's maiden name, biometric records, financial transactions, medical information, non-work telephone numbers, and criminal or employment history (including any other personal information that is linked or linkable to an individual).

o. **Satellite Office:** A telework arrangement which allows workers to share an equipped remote office arrangement in the same geographical area, but remote from the usual worksite.

p. **Secure Remote Access (SRA):** The ability of an authorized user to access a DOT network from outside the traditional network security boundary and to maintain that remote access link in a secure fashion.

q. **Sensitive Information:** Public Law 100-235, the Computer Security Act of 1987, defines sensitive information as any information which, if subject to unauthorized access, modification, loss, or misuse, could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

r. **Sensitive Personally Identifiable Information (SPII):** Personally identifiable information, that if released for unauthorized use, is likely to result in substantial harm to the individual to whom such information relates. The term refers to first and last name, address, or home telephone number of an individual, in combination with any of the following related to the individual: social security number, driver's license or state-issued identification number, taxpayer identification number, security code, access code, password, personal identification number, financial information, medical information protected under the Health Insurance and Portability Accountability Act of 1996, biometrics, and investigations which can link an individual to any item above.

s. **Sensitive Security Information (SSI):** Information obtained or developed in the conduct of security activities, including research and development, the disclosure of which the Secretary of Transportation, or the Secretary of Homeland Security, or the designee of either, has determined would constitute an unwarranted invasion of privacy (including, but not limited to, information contained in any personnel, medical or similar file); reveal trade secrets or privileged or confidential information obtained from any person; or be detrimental to transportation safety. 49 CFR Part 15, Protection of Sensitive Security Information, is the governing regulation for SSI within DOT.

t. **Sensitive Unclassified Information (SUI):** Any unclassified information in any form including print, electronic, and visual and audio forms that must be protected from unauthorized disclosure outside of the FAA. The SUI is subject to limited, controlled distribution within the FAA. This includes personally identifiable information, aviation and homeland security, and protected critical infrastructure information, all of which may qualify for withholding from the public under the FOIA, 5 United States Code #552.

u. **Social Distancing:** The mechanism used to separate employees to slow, halt or prevent the spread of a dangerous communicable disease.

v. **Telework Agreement:** A written agreement completed and signed by an employee and the appropriate approving official(s) that specifies the terms and requirements that must be met to permit the employee to telework.

w. **Telework Center:** A facility that provides workstations and other office facilities/services that is utilized by employees from several organizations, and is used as a geographically convenient alternative worksite for its users. The facility is typically on a fee-for-use or service basis.

x. **Teleworker:** An employee who performs duties at an alternative worksite under a telework agreement. The employee may be approved as a teleworker on a regular, recurring schedule; on a temporary or situational basis; or as an emergency or mission essential teleworker.

3. **Background:** The U.S. Department of Transportation (DOT) issued its formal departmental policy on teleworking on April 1, 1994, authorizing participation in the program on a nationwide basis. In July 1994, FAA issued the first FAA Teleworking Handbook. The Handbook was revised in May 1997. On July 11, 1994, a Presidential directive called on each Executive department and

agency to “establish a program to encourage and support the expansion of flexible family-friendly work arrangements including... teleworking and satellite work locations.” Public Law 104-52, § 620 (31 USC 1348) of Nov. 19, 1995, permits certain executive agencies to reimburse employees from appropriated funds for the cost of installing telephone lines and any necessary equipment, and to pay monthly charges, in any private residence or private apartment of an employee who has been authorized to work at home in accordance with guidelines issued by the Office of Personnel Management and as cited in 5 CFR part 531, subpart F. Public Law 105-277, Omnibus Appropriation Act, Title IV, § 630, of Oct. 21, 1998, authorizes agencies to set aside a minimum \$50,000 for the necessary expenses of the Executive agency to carry out a flexiplace work telecommuting program. P.L. 106-346, FY 2001 DOT Appropriations Act, enacted October 23, 2000, Section 359, contains a provision intended to substantially increase teleworking participation in the Federal sector over a four-year period. The law requires agencies to establish policies under which eligible employees may participate in teleworking to the maximum extent possible without diminished employee performance. The Office of Personnel Management (OPM) issued a memorandum, dated February 9, 2001, to the heads of executive departments and agencies that emphasized steps to aid in achieving compliance with the new law. This guidance advised agencies to review existing telework policies and procedures; identify and remove barriers that inhibit participation, and establish objective eligibility criteria to identify jobs suitable for teleworking. This guidance further stated that subject to any applicable agency policies or bargaining obligations, employees who meet agency eligibility criteria and want to participate in teleworking may be allowed that opportunity if they are satisfactory performers.

**4. Nature of Program:** It is FAA policy to actively encourage the use of teleworking to the 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 FAA. To work effectively, FAA’s Telework Program relies on the integrity and work ethic of participating employees and the active oversight of managers. It is incumbent upon the manager to closely monitor the work products of the employee and upon the employee to exhibit honesty and trustworthiness in completing work assignments and complying with the telework agreement. The manager must ensure that the employee is producing quality products as agreed in the work plan and the employee must exert the same level of effort he or she does at the normal worksite. The program requires this mutual commitment to accomplishing the mission of the FAA. Managers are also responsible for ensuring that FAA’s Telework Program does not adversely impact the organization’s mission, office operations, work productivity, run counter to public service requirements, or threaten the security of FAA data, information or equipment. Teleworking is not appropriate in all situations or for all employees, however, it is a benefit that expands work options for employees for whom this type of arrangement is appropriate (see paragraph 7. Optional Telework Participation Criteria). In emergency situations, teleworking may be an invaluable means of ensuring that the necessary work of FAA continues.



**5. Basic Principles for Teleworking in FAA:** The following basic principles govern the operation of the Telework Program within FAA:

- a. Consistent with the intent of Section 359 of PL 106-346, DOT Order 1501.1 and this policy chapter, employees whose job characteristics and other eligibility criteria as defined in paragraph 7. Optional Telework Participation Criteria make it possible for them to telework at least one day per week may be provided this option. Employees who are unable to telework on a weekly basis, due to organizational or personal considerations, may be offered the opportunity to telework at least one day per pay period or on an ad-hoc basis.
- b. Teleworking is a management option rather than an employee entitlement.
- c. Managers are responsible for applying the eligibility criteria specified in paragraph 7. Optional Telework Participation Criteria to determine if the job characteristics of a position are appropriate for teleworking and if an employee is well-suited for working independently away from the normal worksite. Managers have the authority to approve or deny each employee's participation in the telework program.
- d. Teleworking is a manager-approved work option; therefore, employees have no automatic right to continue in the program in the event of a change of manager or position.
- e. Participation in the Telework Program is voluntary. Employees will not be required to telework, except in emergency situations.
- f. Teleworking for bargaining unit employees may be implemented only after appropriate labor relations obligations have been fulfilled, except in emergency situations.
- g. Employees are required to use telework codes in their time and attendance timekeeping systems to ensure the FAA can properly track telework as required by OPM.
- h. Employees are bound by Federal Government, DOT, and FAA standards of conduct and other policies while working at an alternate worksite.
- i. Appropriate information security measures and procedures will be maintained in accordance with FAA Order 1370.82, 1350.1A Record Management, Information Systems Security, Protecting Personally Identifiable Information, FAA Order 1280.1, Encryption Policy, FAA Order 1370.103, Media Sanitizing and Destruction Policy, FAA Order 1370.100, Wireless Technologies Security Policy, FAA Order 1370.94, Password and PIN Management, FAA Order 1370.92, etc. For additional DOT and FAA policies and updates refer to AIO library.
- j. Employees who telework are to use only required security protections that comply with Office of Management and Budget (OMB), DOT, and FAA policies as they pertain to the protection of FAA owned/controlled information and information systems resources. Information generated by or entrusted to the FAA that is SUI, proprietary, SPII, or PII and is in digital form must be encrypted using Federal Information Processing Standard (FIPS) 140-2 approved cryptography when removed from the FAA government controlled facilities or systems. For more information,

contact your office's Chief Information Officer or contact your LOB/SO Information System Security Manager (ISSM).

k. Secure remote connections to FAA-owned or controlled networks must use FAA authorized internet access points and VPN services using two-factor authentication. Contact FRAC to coordinate the implementation of two-factor authentication at:

- FRAC Information:
- FRAC Registration

l. DOT policy only allows the downloading and storage of PII on FAA-owned equipment or systems and authorized support contractor systems. Storage of PII on unauthorized non-FAA-owned equipment and mobile devices is prohibited.

m. Teleworking may be considered in providing reasonable accommodation for employees with disabilities and for addressing short-term agency or employee needs. Short-term uses could include allowing an employee to telework while the employee recovers from a minor injury or while working on a special work-related project with identifiable timeframes and deliverables.

n. Teleworking may be considered for an emergency situation, such as safety concerns at the agency office or a pandemic-type event, that may require employees to work temporarily at alternative sites.

o. A written telework agreement is required for all participants. Employees must use FAA's Telework Agreement.

p. When the telework agreement has been breached, managers may suspend telework privileges and, depending on the severity of the infringement, may propose disciplinary action.

q. Teleworkers may not care for children or other dependents or perform household chores or other personal activities while teleworking. Working at home is not a substitute for child care, elder care, or personal leave.

r. An employee's off-site work must not adversely affect the organization's mission and functions. If, at any time, it is determined that an employee's participation in the telework program is having an adverse impact on work operations, the manager may terminate or modify the employee's participation immediately, subject to fulfilling pertinent labor relations obligations.

## 6. Telework Options

a. **Optional Teleworkers:** 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:

- Work at home in a safe space specifically set aside as an office or workplace.
- 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 allow employees from a variety of public and private sector employers and provide worksites that reduce commuting time.

- 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.
- 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.

b. **Teleworking During an Emergency Event:** In the event of an emergency, the employee will be notified by his/her manager or other higher level management of his/her status during the emergency. This could include teleworking or working from an alternate location unless other circumstances make it impossible to do so (such as loss of power at home). The employee's immediate manager, or other appropriately identified official representing the employee's organization, will communicate to the employee the work schedule established (including the starting and ending times for the work day) and its duration; the work to be performed; and, if necessary, the times an employee must be "on call." At a minimum, the employee must be reachable by telephone during the hours established for the employee's work day. To address possible bandwidth issues with internet service providers that may occur with a large amount of teleworkers, it may be necessary for managers to stagger work schedules. Under a pandemic-type event, agencies are expected to continue operations to the extent possible which may require the use of social distancing. Social distancing means reducing the frequency, proximity, and duration of contact between people to reduce spreading virus from one person to another. It does not mean social isolation or eliminating contact between people. Therefore,

employees may be required to report to their duty location during a pandemic-type event. Certain exceptions may include employees who have a chronic or serious health condition that would make them more vulnerable to the virus, however, does not affect their ability to continue to work. During a severe pandemic, the FAA may use increased use of teleworking to slow the spread of disease by keeping face-to-face contact to a minimum while maintaining operations as close to normal as possible. Telework can be used to help agencies retain functionality as infrastructure issues and other challenges make the main worksite difficult to access. This may entail creative thinking beyond current implementation of telework, drawing in employees who otherwise might not engage in remote access and ensuring their effectiveness as a distributed workforce. Managers will need to make the determination as to whether work is available that can be performed from another location by an employee. This may include performing duties assigned by management, even if they are outside usual or customary duties. Managers will need to make these determinations and communicate expectations to employees. A telework agreement will still be required to ensure accurate timekeeping, however, some of the elements such as established schedules may not apply, and the agreement may be signed after the teleworking begins. The employee is prohibited from working overtime, compensatory time and/or credit hours while in conditional emergency telework status unless approved in advance by his/her manager or other higher level management.

**c. Designated Emergency Personnel:** Employees identified as emergency workers will be required to support FAA's essential functions. In the event of an emergency, the employee will be notified by his/her manager or other higher level management to assume conditional (designated) emergency functions. This could include reporting to the office or teleworking. The terms and requirements set forth in this section for designated emergency teleworking may also apply to periods of simulated deployment for training and exercises as well as actual deployment for an emergency situation. During the designated emergency telework status, the employee should have at his/her disposal, equipment and systems necessary to be productive in his or her assigned emergency duties and to perform expected essential functions. While serving in a designated emergency telework status, the employee's immediate manager, or other appropriately identified official representing the employee's organization, will establish the employee's work schedule (which may be significantly different than his/her normal work schedule at the official duty station) and its duration; the work to be performed; and, if necessary, the times an employee must be "on call." At a minimum, the employee must be reachable by telephone during the hours established for the employee's work day. A designated emergency teleworker may be required to report to a DOT/FAA emergency relocation facility for part, or all, of the designated emergency telework period. The employee is prohibited from working overtime, compensatory time and/or credit hours while in designated emergency telework status unless approved in advance by his/her regular manager or other higher level management.

**7. Optional Telework Participation Criteria** The keys to successful teleworking lie in the functions and tasks which the employee will be performing at the remote worksite, in the caliber and commitment of the employee, and in the oversight and monitoring of the manager.

The following job, employee and managerial characteristics and eligibility criteria must be considered prior to approving an employee's request for teleworking:

a. **Job Characteristics Appropriate for Teleworking:** Not all jobs are appropriate for teleworking. A job may be restructured to permit work at alternative worksites by separating the tasks which can be completed at a telework location from those tasks which are dependent on the employee being at the normal worksite. The telework tasks can then be combined and performed during full-day telework sessions. Managers are responsible for reviewing the duties of positions and determining if they are appropriate for teleworking. The jobs most appropriate to telework possess the following characteristics:

- Some work activities are portable and can be performed effectively outside the normal office or facility environment.
- Some job tasks are easily quantifiable or primarily project-oriented so that progress can be measured by results rather than by direct observation.
- Contact with other employees and customers is predictable and can be performed electronically or by telephone without loss of productivity.
- Classified materials are not required for accomplishing the telework tasks.
- Appropriate technology is available to perform tasks off-site.
- The telework tasks do not require access to materials not available at remote worksites (i.e., reference files, manuals, databases, equipment, etc.).
- The work has clearly-defined performance measures.
- The work flow is steady and will not result in periods of inactivity.
- Data and systems involving sensitive, non-classified, and Privacy Act information can be adequately secured outside the normal worksite.
- Close supervision or daily input from sources accessible only on site is not required.
- Other position characteristics that management determines to be appropriate.

8. **Characteristics Associated with Successful Teleworkers:** Not all employees are appropriate candidates for teleworking. Teleworking requires an especially responsible and trustworthy individual who can work independently with little supervision. Employees with performance, attendance or self-motivation issues are not viable candidates for teleworking.

a. **Employees who make successful teleworkers exhibit the following characteristics:**

- The employee can function independently and has demonstrated dependability.
- The employee does not require close or constant supervision or guidance that may only be provided at the normal worksite.
- The employee is highly motivated and is a self-starter.
- The employee has good time-management skills.
- The employee's current overall performance rating is "fully successful," or the equivalent.
- The employee has a full understanding of the operations of the organization.
- The employee is willing to sign and abide by the FAA telework program policy, a written

telework agreement, and any addendums the office may require.

**b. Employee Eligibility Criteria:** In addition to the characteristics listed above, employees must:

- Maintain performance of at least fully successful, or the equivalent
- No documented need to improve performance.
- Meet Federal Government and agency standards of conduct.
- Comply with the terms of the telework policy contained in this policy chapter.

**c. Manager Characteristics Associated with Successful Teleworking:** Managers of teleworkers must have full confidence in the individuals they approve to telework. They must monitor the employee's performance, provide feedback when necessary if work products do not meet expectations, and withdraw telework privileges when the telework agreement has been violated or if teleworking has a negative effect on the accomplishment of work.

Successful managers of teleworkers exhibit the following characteristics:

- The manager effectively works together with employees to ensure that the telework program meets the work needs of the FAA.
- The manager effectively applies the eligibility criteria specified in paragraph 7. Optional Telework Participation Criteria to determine if the job characteristics of a particular position and the incumbent of that position are eligible for teleworking.
- The manager ensures that denials of telework requests are based on sound business practices (e.g., to ensure adequate office coverage, to provide closer oversight to new employees, or employees who are not performing successfully, etc.).
- The manager is comfortable with evaluating work performance by measuring results and assessing work products via project schedules, key milestones, regular status reports and team reviews, etc., instead of relying upon direct observation.
- The manager monitors the employee's work products on a regular basis and provides feedback and direction as needed.
- The manager is an effective communicator and can clearly define tasks and expectations.
- The manager trusts that the employee will honor the telework agreement.
- The manager takes appropriate action when the telework agreement is violated in order to maintain the integrity and effectiveness of the telework program.
- The manager is willing to ensure that the telework program does not adversely impact the organization's mission, office operations, work productivity, run counter to public service requirements, or threaten the security of FAA data, information or equipment.
- The manager is willing to ensure that a decision to terminate or modify a telework agreement is not arbitrary and is in compliance with collective bargaining agreements where applicable.

**9. Telework Agreements:** Each employee who wishes to telework, including employees who telework on an ad hoc basis and for temporary medical reasons, must complete and sign an FAA Telework Agreement (MS Word, 113 KB). 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 except for emergency events, and allows the agency the ability to track and report accurate telework numbers to OPM. The Telework Agreement **must** be in place before the employee begins teleworking, except in the case of an emergency; however in the event of an emergency a telework agreement should be submitted as soon as possible. Failure to adequately document a telework arrangement in advance may raise questions regarding the employee's on-duty status while teleworking. All telework agreements, either approved or denied, need to be forwarded to the servicing Telework Coordinator for tracking purposes. A manager maintains the ability to cancel a telework agreement, approve and/or adjust work schedules, and request the employee's presence in the office. Cancellation of a telework agreement may be permanent or temporary. Temporary cancellations generally result because of special projects, office coverage, and/or travel. Home-based teleworkers must also complete and sign a safety checklist that certifies their alternate worksite is safe. Telework agreements must be reviewed and renewed annually. A new telework agreement must be submitted in the event of a position or manager change. The decision to terminate a telework agreement should be documented and a copy of the telework termination document should be submitted to the Telework Coordinator. Employees must use FAA's Telework Agreement (MS Word, 113 KB) and Self-Certification Safety Checklist (MS Word, 28 KB) (if appropriate).

#### 10. Telework Work Schedules

a. **Frequency of Teleworking:** The amount of time an employee may work away from the normal worksite will vary depending upon the individual arrangement made between the employee and the manager. DOT Order 1501.1 and this policy chapter state that eligible employees should be given the opportunity to telework at least one day per pay period. Generally, teleworking should be limited to a maximum of two or three days per week. This will ensure that the employee is available at the normal worksite during the week for face-to-face meetings, direct interaction with the manager, coworkers and customers, and has access to equipment, files, and reference materials. Experience has shown that employees usually need to spend at least part of the week in the office or facility to minimize isolation and communication problems and to facilitate integration with those in the office. Under rare circumstances, upon agreement of the employee and the manager, employees may telework for greater percentages of time, even up to five days per week. Typically, this would be appropriate only in unusual circumstances, such as during recovery from surgery or during an extended illness where the employee is able to perform work but is not able to commute to the normal worksite. However, this is a management option and not an employee entitlement. Employees whose work assignments and duties permit them to function in a "virtual office" environment may telework for extended periods of time, depending upon the agreement signed by the employee and the manager. However, it is highly recommended that all employees report to a designated facility or office location at least once during a specified period (e.g., at least one day per pay period) even when teleworking extensively. An employee that does not report to their assigned duty station at least once per pay period is required to document their virtual worksite on the Notification of Personnel Action (Standard Form 50 or equivalent) as his/her official duty station and is subject to the locality pay associated with the location of where s/he is working.

**b. Telework Schedules:** The specific days and work hours the employee will telework must be identified in advance and included in the telework agreement. A set schedule makes it easier for managers, coworkers, and clients to reach teleworkers. It helps to ensure that the employee's time and attendance can be properly certified and precludes any unplanned liability for premium or overtime pay. For employees working at telecenters, a set schedule is necessary in order to ensure availability of workstations. Telework agreements for employees who work in a "virtual office" situation, however, may specify how often the employee is expected to telework (e.g., the number of days per week or pay period), without necessarily identifying which specific days the employee will telework. Generally, the agreed-upon telework schedule should be adhered to unless it is necessary to alter it for work-related reasons (e.g., to attend a planned meeting in the office on a scheduled telework day). Any temporary or permanent change in the telework work schedule must be approved in advance by the employee's manager, although it is not normally necessary to alter the written telework agreement for a temporary change in the work schedule. However, unstructured arrangements where employees telework at will, on a day-to-day basis, based on personal choice are not permitted.

**c. Work Hours:** All rules regarding federal employee work schedules must be observed when teleworking. For example, an employee on a fixed 8-hour-a-day work schedule with a half-hour lunch break will work the same schedule when teleworking. However, teleworkers may wish to change their scheduled work hours or change to or from a flexible or compressed schedule when they begin teleworking, subject to managerial approval and work schedule policies. For example, an employee may request to begin his/her shift at an earlier time when teleworking from home than when at the normal worksite since no time is spent commuting to the worksite. Just as is the case at the normal worksite, in most cases teleworkers are not permitted to split their work day (i.e. to work several hours in the morning, stop working for several hours, and then resume working for the remainder of their shift). Any breaks during the work day or other absence from the telework worksite, other than for the employee's normal meal break, must be approved in advance and accounted for as annual leave, sick leave or other approved type of leave. Employees may **not** telework for a portion of a day and then commute to the normal worksite for the remainder of the day without express permission of the employee's manager since time spent commuting to work cannot be counted as duty time. In addition, benefits of teleworking such as reduced commute time and reducing emissions into the environment are not met if an employee is allowed to work at home part of the day and in the office part of the day. Under unusual and unexpected circumstances, however, an employee may be required by his/her manager to report to the normal worksite during a telework day. In that case, the time required to commute from the telework location to the normal worksite may be counted as duty time.

**d. Alternative Work Schedules:** Employees on approved alternative work schedules (AWS) may continue to work a flexible or compressed schedule when teleworking if their manager approves this type of schedule. The tours of duty for teleworkers should be consistent with those found in FAA alternative work schedules policies, which may vary by location and organization. Employees on flexible work schedules are not prohibited from earning credit hours; or compensatory time (maxiflex and compressed alternative work schedules, respectively) while



teleworking. However, managers must grant approval in advance and must be advised prior to each instance when an employee plans to work credit hours while teleworking. Some managers may require teleworkers to discontinue working an AWS schedule when working on an optional telework basis. For example, a manager may decide that having an employee telework and work an AWS schedule would result in too much time away from the normal worksite, or that it would be difficult to ensure adequate office coverage if both AWS and teleworking are approved. It is within the manager's authority to make approval of teleworking conditional on the discontinuance of an AWS schedule. See also LWS-8.15, Alternative Work Schedules.

e. **Leave:** The policies for requesting and using annual leave, sick leave, or leave without pay remain unchanged when an employee teleworks. Employees are responsible for requesting leave in advance from their manager and for keeping their timekeeper informed of leave usage. Employees **may not** telework in place of using sick leave when they are not well enough to work or must care for an ill relative. Employees may not telework in place of using annual leave when they need to be at home to take care of personal business.

f. **Certification and Control of Time and Attendance:** Proper monitoring and certification of employee work time is critical to the success of the telework program. Managers must review and certify time and attendance records to ensure that employees are paid only for work performed and that absences from scheduled tours of duty are properly documented. Managers must obtain a reasonable assurance that employees are working when scheduled. Reasonable assurance may include occasional planned manager visits to the employee's worksite (with at least 24 hours advance notice to the employee) and a review of work products to assure that an acceptable level of output results during the time spent teleworking. Employees are required to track their telework hours each pay period in the CASTLE System or other regular approved time keeping system.

g. **Dismissals and Emergency Closings:** FAA issues emergency dismissal or closure procedures for employees (including telework employees). These procedures apply to hazardous weather conditions (snow emergencies, floods, earthquakes, hurricanes, etc.) and various types of emergency situations (air pollution, disruption of power/water, interruption of public transportation, etc.). The FAA has the authority to require telework employees to continue to work at their alternative worksites on their telework day when the agency is closed or has authorized delayed arrival or early dismissal due to an emergency. Because a teleworker's ability to work at an alternate worksite is not affected by a closure, early dismissal, or delayed arrival at the FAA facility, teleworkers will be expected to telework in such situations unless other circumstances make it impossible to do so (such as the loss of power at home resulting from the emergency event). Telework employees are not expected to work from home when the normal worksite is closed on his/her **non-telework** day (i.e. office is closed due to a snow storm and it was the employees scheduled day in the office). When an employee knows in advance of a situation that would preclude working at home or an assigned telework center, either leave should be scheduled or the employee should arrange to work at the normal worksite during that time. If, however, an employee's electricity unexpectedly fails while working at home, the manager may grant administrative leave. If a situation occurs which is not covered by OPM emergency dismissal procedures which causes employees at the traditional worksite to be

unable to continue working, i.e., an organization is dismissed due to a lack of heat or cooling, employees who are teleworking would not be affected and would not be excused from duty.

**11. Pay Issues:** Teleworkers continue to be subject to the same pay rules that apply at the normal worksite.

**a. Official Duty Station:** A telework employee's official duty station is the location of the employee's main or reporting office, when he or she regularly commutes into that office (at least twice each biweekly pay period on a regular and recurring basis). The official duty station for employees who telework, but do not regularly commute into the main or reporting office, is the location of the telework site (i.e., the location of his or her home, telework center, or other alternate worksite). In certain temporary situations, the main or reporting office would remain the official duty station of an employee who teleworks on a regular basis at an alternative worksite, such as when an employee is recovering from an injury or medical condition that prevents the employee from regularly commuting to the normal worksite.

**b. Geographic Pay:** Locality pay rates, wage grade pay schedules, and any compensation based on geographic location are based on the employees' official duty station.

**c. Overtime/Compensatory Time/Credit Hours:** Employees may work overtime (or earn compensatory time or credit hours) while teleworking if it is scheduled and approved in advance by their manager, using the same criteria that would be used for approving overtime in the normal worksite. Employees are responsible for requesting, in advance, approval to work in excess of their normal hours of duty. This is particularly important when employees are working away from the normal worksite without direct managerial oversight.

**d. Other Premium Pay:** The normal rules for night differential, Sunday pay, holiday pay, and other forms of premium pay continue to apply when an employee is teleworking. An employee's official work schedule, as approved by the manager, determines the entitlement to premium pay. Managers and employees, however, should ensure that the hours and days included in telework schedules do not incur additional premium pay costs beyond those that would occur at the normal worksite.

## **12. Position and Performance Issues**

**a. Duties To Be Performed While Teleworking:** As part of the telework agreement, teleworkers and their managers must identify specific duties and assignments to be performed while teleworking. The list of duties and assignments may need to be updated periodically. Managers and teleworkers may review work that was accomplished each time the employee teleworks. This can help to ensure that the teleworker has adequate work to remain productive and will minimize possible concerns about whether an employee is truly "at work" while teleworking. Managers and employees must discuss performance expectations including the scope and status of work assignments. A teleworker's work performance should be viewed in terms of the quality and timeliness of his/her work products Managers may, and should, require teleworkers to

identify the types of assignments to be completed. Managers shall utilize the same performance management plan for employees regardless of their telework status.

b. **Performance Assessment:** The performance elements and standards of teleworkers must remain the same as non-teleworkers performing the same or similar duties. Performance outcomes, expectations, and assessment mechanisms and schedules will not normally be affected by teleworking. The manager of a teleworker will have a reasonable basis for assessing performance by focusing on work products and results rather than by direct observation of the employee.

**13. Workers' Compensation:** Federal employees are covered by the Federal Employees' Compensation Act (FECA) during official duty. This includes employees working at alternate worksites. Employees working at home are responsible for ensuring that their worksites are safe and in compliance with safety guidelines as described in the Self-Certification Safety Checklist (MS Word, 28 KB). Should an accident occur, an employee must notify his/her immediate manager of an injury at the earliest time possible, but no later than 30 days from the date of injury. Managers must ensure that claims are brought to the attention of the servicing human resource management office. A manager's signature on a claim for workers' compensation attests only to what the manager can reasonably know, regardless of whether the event occurred at the regular worksite or at an alternative worksite during official duty time.

**14. Telephone Access:** Since teleworking should not inhibit the accomplishment of work, teleworkers must ensure that they remain available to communicate with their office and their clients. Several options exist for ensuring that employees may be contacted while teleworking. Employees working at telecenters should provide their office and regular clients with the telephone number of their work station at the telecenter. Those who telework from home should ensure they can be contacted through their home telephone number or cell, or the number provided through a FAA-installed phone. If possible, a teleworker may transfer the work phone to a home telephone during telework days. (Note: This may require programming the employee's telephone at the official duty station). Employees with voice mail should modify their message while teleworking to indicate that they will check their messages regularly and to ask clients to leave a number where they may be reached.

**15. Minimizing Impacts of Employees Working Away From the Normal Worksite:** Numerous methods can be used to minimize the impact of teleworkers being away from the normal worksite. For example:

a. To reduce employee isolation, managers should ensure that efforts are made to include teleworkers in the organization's normal routine and to keep them apprised of events in the office or facility while they're off-site.

b. Where practical, staff meetings should be held on days when teleworkers are scheduled to be at the normal worksite. Teleworkers may also participate in meetings or conference calls via telephone.

c. Managers and teleworkers are encouraged to identify fixed times during the day for telephone conversations to ensure ongoing communication. Upon returning to the normal worksite following a telework day, employees should provide their managers with a brief summary of the work that has been accomplished while teleworking and managers should advise employees of any issues which occurred while they were out of the office.

## 16. Work-at-Home Issues

a. **Home Office Space:** Employees who telework from home must have a designated work space or work station for performance of their work-at-home duties in order to maintain a professional working environment. Requirements will vary depending upon the nature of the work and the equipment needed to perform the work. At a minimum, an employee needs an accessible telephone in order to easily communicate with the manager, co-workers and others during the work-at-home day.

b. **Self-Certification Safety Checklist:** Each employee working at home must complete and sign a Self-Certification Safety Checklist (MS Word, 28 KB) that proclaims the home safe. The manager must sign in acknowledgment of the employees self-certification and the completed form should be submitted to the servicing Telework Coordinator. The Self-Certification Safety Checklist may be used as is or supplemented, as agreed by the employee and manager. A manager may not approve an employee's request to telework without a completed and signed Self-Certification Safety Checklist. Employees are responsible for ensuring that their homes comply with health and safety requirements. Home offices must be clean and free of obstructions, unsafe conditions, or hazardous materials, and must be in compliance with building codes. A manager may rescind approval to telework based on actual or potential safety problems in the home or suspected hazardous materials in the home. The manager may also inspect the home office for compliance with safety requirements when deemed appropriate. Inspections will be by appointment only, with at least 24 hours advance notice to the employee. If unable to telework due to safety deficiencies at a home worksite, at the employee's expense, all home safety deficiencies must be corrected or telework agreement is immediately rescinded.

c. **Home Utility Expenses:** No part of home utility costs (electricity, gas, etc.) associated with working at home will be paid by FAA. Potential savings to the employee resulting from reduced commuting, meals, clothing, and other expenses typically offset any incidental increase in utility expenses.

17. **Telecommunications and Equipment:** Organizations should ensure that information technology requirements for home-based teleworking are factored into long range capital planning efforts. Lack of technical equipment and support can impact an employee's teleworking performance, therefore, organizations should ensure sufficient support by IT and other related functions.

a. **Telephones:** Organizations may reimburse employees for the use of their personal phones for business-related long distance phone calls. Current GSA regulations (41 CFR, 101-7i)

allow for reimbursement of expenses incurred as a result of official duties, which includes agency-approved telephone expenses. However, Federal agencies are exempt from Federal taxes and, in some cases, from State taxes as well. Therefore, FAA is not authorized to reimburse employees for Federal taxes and, in some cases, State taxes, associated with the additional telephone line. Employees who participate in teleworking are encouraged to obtain a FAA calling card to use for official business calls in order to avoid having to submit reimbursement forms (SF-1164) for business-related long distance calls. To obtain a FAA calling card, employees should contact the Administrative Officer who will provide information about the procedure for his/her line of business. Federal agencies may use appropriated funds to pay for installation and basic service for an additional telephone line in the homes of those employees who telework from home. These phones are for official government business only and specifically for telework participation. Approval for payment of telephone installation and service rests with each telework employee's organization, and may be based on any factors which the organization deems pertinent, including budget considerations.

**b. Computers and Government-Owned Equipment:** Managers may authorize teleworkers to remove government-owned equipment, including computers and other telecommunications equipment, from the agency to use in their private residences or while working in a "virtual office" situation, provided the equipment is used only for official business. The government retains ownership and control of the hardware, software, and data. Only government-authorized software can be used on government-owned computer equipment. Surplus or excess computer equipment may often be available for use by teleworkers, thereby minimizing the direct costs associated with teleworking. However, organizations may also purchase computer equipment for employees to use while teleworking. Each FAA organization may establish its own policy on purchase and installation of equipment. Some organizations may agree to purchase or install equipment, while others, due to budget constraints or for other management reasons, may choose not to purchase equipment. Organizations may make this decision on a case-by-case basis considering such factors as the nature of the work, the availability of existing equipment, etc. In some instances, participation in the program may be contingent on equipment costs if equipment is needed to perform the job. Organizations should coordinate with their property custodians and follow agency procedures for acquiring surplus computer equipment. Established procedures must be followed to document the temporary removal of any computer equipment, software, or peripherals from government property. Procedures for transfer of computers, printers, modems, and other data processing equipment from the office to an employee's home and back are determined by the employee's organization. However, safe transportation of government-owned equipment will normally be the responsibility of the employee. The agency is responsible for maintenance, repair, and replacement of computer equipment loaned to teleworkers. The employee must notify his/her manager immediately following a malfunction or loss of government-owned equipment. If extensive repairs are required, the employee may be asked to report to the normal worksite until the equipment is usable. Teleworking employees are expected to use the same precautions to secure and protect their at-home computer equipment as they do at their normal worksites and must

follow security practices that are the same as or equivalent to those required by the primary workplace (e.g., ensuring doors are locked, liquids are kept away from the computer, security configurations on equipment, etc.). If government-owned equipment is unsecured or appropriate care is not taken and the equipment is consequently damaged by the employee or by non-employees (for example, dependents of the employee) or stolen, employees may be held liable for the financial cost of repair or replacement of the equipment, software, etc., to the same extent they are presently held accountable when loaned equipment is damaged or stolen due to negligence. Employees must ensure that equipment is up to date with virus protection, application software updates, and system applicable patches. Employees who wish to telework may elect to use their personal computer equipment while teleworking provided no security risks are present. Any repair costs associated with employee-owned equipment, however, are strictly the responsibility of the employee. Organizations may provide government-authorized software for an employee to use on employee-owned equipment while teleworking. However, this software may only be used for official business and will be removed from the employee's equipment when participation in the telework program terminates or the employee separates from FAA.

**c. Computer Security Issues:** Before approving an employee to telework from home, managers must be assured that the employee's designated work space has adequate security measures in place to protect the equipment from being accessed by unauthorized individuals. This can be accomplished by having the employee specifically identify the proposed work area and the security measures that will be used to protect the equipment. Similarly, employees who work in a "virtual office" situation should ensure that adequate measures are taken to prevent unauthorized use of government-owned equipment provided to them. Telecommunication access to government computers presents special security concerns. A combination of physical controls, unique user identifiers, passwords, terminal identifiers, access control software, and strict adherence to security procedures is required to protect information from unauthorized access. Organizations must ensure that personal ID's, passwords, access codes, etc., that are provided to teleworkers are accounted for and maintained properly.

**d. Government-Owned Furniture:** The FAA telework program prohibits the removal of government-owned furniture and related non-controlled materials for employees to use while teleworking from their homes. Concerns about transportation of furniture, potential for damage, and tracking of loaned items preclude the use of government-owned furniture and materials while teleworking.

**18. Safekeeping of Government Materials, Documents and Equipment:** Employees must not authorize any other person to use any government-furnished equipment. Employees who telework must follow FAA Order 1280.1B, Protecting Personally Identifiable Information (PII). This order implements the Privacy Act of 1974, as amended, within the FAA.

a. Transfer of sensitive unclassified information, including Sensitive Security Information, FOUO data, PII, and proprietary information to an alternate worksite shall be minimized. An employee

should take from the worksite only the sensitive information absolutely necessary for the expected telework. Documents and other information must be under the continuous direct control of the teleworker whenever it is being transported from the traditional worksite to the alternative worksite. It should be transported only in a closed container (e.g., briefcase or zipped case). At no time should a teleworker openly review sensitive information while using public transportation or in a car or vanpool where unauthorized persons might be able to observe it. Teleworkers are reminded that any files containing sensitive information, including PII, introduced into a computer at an alternative worksite must be permanently deleted (i.e. at minimum, deleting the file and then permanently deleting it from the recycle bin before their departure from the site. This includes properly disposing of sensitive information (i.e., by shredding).

b. Sensitive unclassified information, including the categories of information mentioned in the above paragraph, must be stored in a locked device (e.g., desk, briefcase, or file container) at the alternative worksite (home, telework center, satellite location, etc.) when not under the employee's direct control. Computer privacy screens which block PC screen visibility to other persons shall be used when sensitive information is displayed on a computer monitor at an alternative worksite where others have access.

c. Employees shall minimize transfer of hard copy records containing SPII from the permanent worksite to an alternate worksite. An employee must have a supervisor's specific written approval to take hard copies that contain SPII to an alternate workplace. Employees must transport documents containing SPII in a locked container. Employees may not remove from their worksite documents containing SPII about multiple individuals and may not under any circumstances remove an Official Personnel Folder (eOPF) from the government worksite.

d. Employees must immediately notify their supervisor of any lost or stolen equipment, media, or data. Supervisors are responsible for immediately notifying their servicing security organization and their Operating Administration CIO. Employees and managers are required to report any suspected cyber PII incidents immediately to the Cyber Security Management Center (CSMC) at voice 1-866-580-1852 or e-mail 9-awa-csmc@faa.gov.

e. Some restrictions may be suspended in an emergency situation when more records are needed for continuity of operations. Employees shall be notified by management of any changes.

f. Neither family members nor other non-government individuals are authorized to handle and/or view any government sensitive unclassified information.

g. Employees must provide an inventory of sensitive information that they physically take to an alternate worksite with their supervisor, so proper notifications may be made regarding the information in the event of loss or theft.

**19. Privacy Act, Sensitive or Classified Data:** Telework employees must comply with FAA security procedures to protect government information and data integrity. Decisions regarding the proper use and handling of sensitive data, as well as records subject to the Privacy Act, are

delegated to individual managers who permit employees to telework. Off-site access to sensitive data may be permitted provided ADP/security officials certify the adequacy of the security for such access. Classified data, however, may not be removed to non-secured off-site locations. Refer questions regarding protection of classified information to your Servicing Security Element (SSE). In regions your SSE is the Security and Hazardous Materials Division, AXX-700; at the Washington Headquarters, the SSE is the Office of Internal Security, AIN-1. Care must be taken to ensure that records subject to the Privacy Act and sensitive non-classified data are not disclosed to anyone except to those who are authorized access to such information. Organizations allowing employees to access records subject to the Privacy Act from a remote worksite must maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of the records. See FAA Order 1280.1B Electronic records containing SPII and PII cannot be saved to personal equipment or media. Secure Remote Access prevents accessed information from being written to non-government computer storage devices. (Order 1600.75). Agency standards of conduct address a government employee's duty to protect FOUO and other agency SUI. (FAA Human Resources Policy Manual, ER 4-1, Standards of Conduct). When SPII/PII is not in secure storage, it must be under the protection and control of an authorized person (FAA Order 1600.75).

## **20. Security and Equipment:**

- a. Classified data can not be removed to non-secured offsite locations. Refer questions regarding protection of classified information to your Servicing Security Element (SSE). In regions your SSE is the Security and Hazardous Materials Division, AXX-700; at the Washington Headquarters, the SSE is the Office of Internal Security, AIN-1.
- b. Employees who telework must protect SPII/PII from uncontrolled release to persons outside FAA and indiscriminate dissemination within FAA (see FAA Order 1600.75).
- c. Employees who telework are to utilize required security protections in compliance with OMB, DOT, and FAA policies as they pertain to the protection of information and information system resources, specifically FAA Order 1600.2E, Safeguarding of Classified Information, DOT 2006-17, Peer-to-Peer Software Policy, FAA Order 1280.1B, Protecting Personally Identifiable Information, FAA Order 1370.81A, Electronic Mail, May 13, 2002, FAA Order 1370.82A, Information Systems Security Program, FAA Order 1370.92, Password and PIN Management, June 28, 2004, FAA Order 1370.100, Media Sanitizing and Destruction, FAA Order 1370.103, Encryption Policy, Peer-to-Peer File Sharing Software Policy Memo, FAA Order 1600.75, Protecting Sensitive Unclassified Information, Wireless Technologies Security Policy, FAA Order 1370.94, Password and PIN Management, FAA Order 1370.92, etc.". For additional DOT and FAA policies and updates refer to AIO library.
- d. The employee is responsible for installation, service, and maintenance of all personal equipment. The agency shall be responsible for the maintenance of all government-furnished equipment. The employee may be required to bring government-equipment into the office for



maintenance. The employee must return all government-furnished equipment and material to the agency at the conclusion of telework arrangements or upon the agency's request.

e. The employee must sign appropriate user agreements to install government-furnished software on personal equipment.

**21. Costs of Teleworking:** For employees, the costs of teleworking will generally be minimal or nonexistent, and may typically be offset by reduced commuting costs while teleworking. The following types of up-front and on-going expenses may be incurred by the agency:

- Long distance telephone charges; Installation charges and monthly fees for an additional telephone line in an employee's home (other than Federal and some State taxes, as noted above);
- Computer and other equipment on loan to the employee for use while teleworking;
- Computer software;
- Modem and possible additional computer usage charges;
- Modifications to central computers or networks to allow remote dial-in;
- Equipment maintenance and repair charges;
- Remote technical assistance costs; and
- Rental of work stations at telecenters.

In order to offset costs and meet Agency space needs, space sharing may be considered.

Possible employee expenses associated with teleworking may include:

- Computer and modem, if not provided by the agency;
- Installation and monthly charges for an additional telephone line, if not paid for by the agency;
- Office furniture (e.g., desk, chair);
- Additional electrical outlets or other home repairs, if necessary; and
- Increased utility expenses.

**22. Child/Family Member Care, Personal Business:** Employees who telework are required to spend their time performing their official duties, just as they would if they were in the normal work setting. Employees may not provide child care or care for ill family members while teleworking. Teleworking, however, can provide other benefits to employees who are responsible for caring for children and others. For example, teleworking may reduce child care costs by reducing the number of hours of care necessary due to reduced commuting times or by eliminating the need for before or after school daycare. However, teleworking is not to be used as a means of providing care for family members who require assistance or monitoring. Employees who are approved for teleworking have a responsibility to ensure that a proper work environment is maintained (e.g., dependent care arrangements are made so as to not interfere with work, personal disruptions such as non-business telephone calls and visitors are kept to a minimum, etc.). The employee and his or her family must understand that the home office is a

space set aside for the employee to work. Family responsibilities must not interfere with work time at home. An employee's failure to fulfill his or her responsibility to separate work from personal matters will be grounds for termination of participation in the telework program.

**23. Tax Benefits:** Generally, employees who telework from home cannot claim additional tax deductions as a result of using an area of their home for work. Employees should consult their tax advisor or the Internal Revenue Service for information on tax laws and interpretations that address their specific circumstances.

**24. Process for Using the FAA Telework Program:**

- a. **Employee Actions:** To begin the process of becoming a teleworker, the employee is required to:
- (1). Review WLB-12.3, FAA Telework Program
  - (2). Complete the FAA Telework Agreement (MS Word, 113 KB) and submit to manager for review.
  - (3). Meet with his/her manager to review the agreement. If the manager approves the telework agreement, the employee and the manager sign and/or initial (as indicated) and date all four pages of the FAA Telework Agreement (MS Word, 113 KB). If the manager disapproves the agreement, only the first page needs to be signed by both parties. Discuss and develop a telework work schedule with the manager.
  - (4). If teleworking from home, complete and sign a Self-Certification Safety Checklist (MS Word, 28 KB). If using a GSA Telecenter, obtain a copy of the Telework Facility Reimbursement Sheet (TFRS) from the Telework Coordinator, complete the top portion of the up to the "Approved Funding Level for this User" line, and submit with the remainder of the Telework Agreement documents. The Telework Coordinator will complete the rest of the form.
  - (5). FAA Managers must complete the Telework 101 for Managers: Course OPM-Learner-00001 in eLMS prior to allowing employees to Telework, except in emergency situations.
  - (6). Employees with an approved Telework Agreement are required to complete a brief Telework Training: Telework 101 for Employees: Course OPM-Learner-00001 in eLMS and submit to his/her Manager prior to beginning Telework.
  - (7). Employees must record telework hours on time and attendance records.
- b. **Upon Determination by the Employee's Manager:** Once an employee's manager has made a determination regarding the telework agreement, either approved or disapproved, it is the employee's responsibility to take the following actions:
- (1). Send a copy of the signed agreement to the Telework Coordinator with all the required documents attached.
  - (2). Contact the Telework Coordinator for any further guidance.
  - (3). Request assistance with any property and/or equipment concerns from the property custodian or the organization's technical support unit, if obtaining FAA equipment.

c. **Review Process:** The Telework Coordinator will review the completed telework agreement to ensure it is properly filled out and signed. If the telework agreement is not properly completed, the Telework Coordinator will contact the employee and/or the manager so that a correct telework agreement can be completed and kept on file with the FAA. The Telework Coordinator will provide confirmation that the telework eligibility indicator in FPPS has been changed to “yes” if the employee has been approved to telework. If the employee will telework at a GSA telecenter, he/she must use the Telework On-line Billing System (TOLBS). The employee should visit [www.telework.gov](http://www.telework.gov) for information, including the Telecenter locations and contact information. Once the employee identifies a Telecenter, the employee will need to contact the Telecenter Director to determine availability and to obtain specific information. The employee will need to register through the Telework On-Line Billing System. Once this is complete, an email is sent to the employee’s manager and he/she needs to approve the request. The Telework Coordinator will then approve your registration in TOLBS. At this point, the Telecenter Director receives an email from TOLBS confirming registration. He/She will contact to the employee arrange a time to start working at the Center. Finally, AHR’s Funds Certifier confirms in TOLBS that the FAA will pay GSA for telework center use.

d. **Reporting Requirements:** Annual summary reports on telework shall be submitted to the Department of Transportation (DOT). The Telework Coordinator must keep an updated file of all telework agreements received; including approved, disapproved, and terminated. Periodically the Telework Coordinator will be required to report on the telework program utilization to the Telework Program Manager.

## Reference 5. HROI - Restoration Of Annual Leave

1. General
2. Scheduling Use or Lose Annual Leave
3. Situations Warranting Consideration of Leave Restoration
4. Approval Authority for Restoring Leave
5. Procedure to Request Restoration of Forfeited Annual Leave
6. Separate Leave Account
7. Time Limit for Use of Restored Annual Leave
8. Documentation

**1. General:** At the end of the leave year, an employee's annual leave balance cannot exceed the maximum leave ceiling. The maximum leave ceiling is 240 hours, 360 hours, or 720 hours (Executives). For additional guidance refer to LWS-8.3, Annual Leave. ?Use or lose? leave is annual leave over the maximum ceiling. Annual leave forfeited because of an exigency of the public business, sickness, or administrative error, is restored according to this guidance.

**2. Scheduling Annual Leave:** ?Use or lose? leave must be scheduled and approved in writing before the beginning of the twenty-fourth pay period of the leave year. The deadline is three full pay periods before the end of the leave year. Managers and employees are encouraged to schedule and use annual leave during the year to avoid significant accumulation of use or lose leave near the end of the leave year.

**3. Situations Warranting Consideration of Leave Restoration:** Forfeited scheduled and approved ? use or lose? leave may be restored after the leave year if the leave is canceled because of the following situations:

**(a) Exigencies of the Public Business:** A front-line manager may cancel previously approved scheduled annual leave so an employee may perform urgent or critical work requirements. Except in emergencies, the delegated approving official must approve the emergency before the front-line manager cancels the leave. The manager must provide the employee a written notice, explaining the reason for the leave cancellation. When the emergency ends in enough time to reschedule the leave and the employee does not reschedule and use the leave during the leave year, the forfeited leave is not approved for restoration.

**(b) Sickness:** Annual leave may be restored if an employee becomes ill and is unable to reschedule and use previously scheduled annual leave before the end of the leave year. Excessive workload because of illness is not enough grounds for restoring leave unless there is a genuine emergency as described in subparagraph (3a) of this HROI. If an employee becomes ill early in the leave year and there is enough time left in the leave year to reschedule and use the leave, the lost leave is not restored.

Forfeited leave may be restored for employees suffering compensable on-the-job injuries (OWCP), which result in prolonged recuperation periods that extend beyond the end of the leave year. In cases of prolonged illness or prolonged recuperation periods, the employee may be presumed to have requested proper scheduling of use or lose leave.

**(c) Administrative Error:** Annual leave lost because of an administrative error may be restored. The employee's official records are reviewed to determine the hours of forfeited annual leave. The determination may be based on official statements from the employee when the records are not available. The official statements must show the estimated amount of restored annual leave and the basis for the request. Annual leave restored because of an unjustified or unwarranted personnel action is not an administrative error for purposes of this regulation. An employee's error calculating use or lose leave, or last minute change of plans do not constitute an administrative error.

#### **4. Approval Authority for Restoring Leave:**

**(a) Authorized approving officials:** The following officials are authorized to approve restoration of forfeited annual leave for any of the situations in paragraph 3 of this HROI:

- **Approving Officials in Lines-of-Business and Staff Offices:** For staff offices, the Administrator, Deputy Administrator, Chief Counsel, Assistant Administrators may approve leave restoration requests for all employees under their jurisdiction. For lines of business, Associate Administrators have approval authority.

- **Approving Officials in Other Organizations:** The Associate Administrator of the Aeronautical Center, the Director of the Technical Center, and the Regional Administrators may approve leave restoration requests for all employees under their jurisdiction.

**(b) Re-delegation of authority:** These designations may only be further delegated to the division and staff office manager.

#### **5. Request Procedure for Restoration of Forfeited Annual Leave:**

**(a) Request and approval procedure:** An employee may request restoration of annual leave only after it is forfeited. The leave is forfeited at the beginning of the new leave year and deducted from the employee's ending balance on his or her Leave and Earnings Statement. After the leave forfeiture, an employee may complete the Request for Restoration of Forfeited Annual Leave (FAA Form 3600-20, 10/04) (MS Word, 27 KB) . The employee gives the front-line manager the request and copies of leave requests that show leave was scheduled, approved and later canceled. The manager sends the request to the designated approving official for the final approval or disapproval.

**(b) Notice of determination:** The front-line manager gives the employee the written decision. The employing office forwards approved request paperwork to the servicing payroll office.

#### 6. Separate Leave Account:

**(a) Separate leave account:** Restored annual leave is maintained in a separate leave account.

**(b) Maximum leave ceiling:** The restored leave does not increase an employee's maximum leave ceiling.

**(c) Lump sum payment:** An employee is entitled to a lump sum payment for the unused restored leave if he or she separates from the Federal service before the expiring specified time limit.

#### 7. Time Limit for Use of Restored Annual Leave:

**(a) Deadline for use of restored annual leave:** Restored annual leave must be scheduled and used before the end of the leave year ending two years after:

- **End date of emergency:** The date determined by the appropriate management official as the end date of the emergency, or
- **Termination date of illness:** The date the employee returns to duty (or is determined to be recovered and able to return to duty) if the leave was forfeited because of illness or injury, or
- **Restoration date of forfeited annual leave due to administrative error:** The restoration date of the annual leave forfeited because of administrative error.

**(b) Time Limit Expiration:** When the two-year limit expires, unused restored leave is forfeited again, with no further right to restoration.

#### 8. Documentation

**(a) Written documentation:** Written documentation is required and provides the basis for approving restoration of annual leave. A designated agency official reviews the documents before approving or disapproving annual leave restoration. The written documentation must include:

- **Date of approval:** The calendar date the authorized official approved the leave;
- **Approved leave period:** Scheduled date(s) and leave hours approved;
- **Reason(s) approved leave was canceled:** Reason(s) for subsequent canceling of approved leave (for example, exigency of the public business and the inclusive dates of this exigency);
- **Date leave was rescheduled:** The calendar date the canceled leave was rescheduled for use; and

- **Approved rescheduled leave period:** Scheduled date(s) and the leave hours rescheduled for use.
- (b) Time limit to maintain documents:** The documentation is kept until the restored leave is used or end of the two-year time limit. When separating, the documentation is kept until the restored leave is part of a lump-sum payment. Any restored leave not used by the end of the two-year limit, is forfeited with no further right to restoration.

**Reference 6.**  
**HRPM LWS-8.1**  
**Sick Leave for Personal Medical Needs**

**This Chapter applies to:** (1) non-bargaining unit employees/positions (2) bargaining unit employees/positions, except where the applicable collective bargaining agreement contains conflicting provisions

**Chapter established:** June 28, 2004

**This version effective:** June 13, 2011

**Background Information:** This update reflects the change in retirement rules that were implemented through Section 1901 of the National Defense Authorization Act for Fiscal Year 2010 (Public Law 111-84, October 28, 2009). The Act allowed Federal Employees Retirement System (FERS) employees credit for unused sick leave for annuity computation purposes. Until 2014, they will receive 50% credit and thereafter 100% credit.

The change updates Paragraph 12 – Disposition of Sick Leave Upon Separation and Paragraph 13 – Recrediting Sick Leave.

**1. Purpose:** This chapter covers sick leave policies for the personal medical needs of FAA employees. For information on sick leave to care for the medical needs of family members, see LWS-8.2 Leave Options to Care for a Family Member

**2. Eligibility:** All FAA employees are eligible to earn sick leave except:

- Intermittent employees without an established regular tour of duty;
- Temporary employees whose appointments are for less than 90 days (**Please note:** Temporary employees who have served 90 days or more on successive appointments or extensions of an appointment without a break in service are eligible to earn sick leave);
- Employees paid on a daily, hourly, or piecework basis;
- Employees paid on a fee basis;
- Employees on appointments without compensation, e.g., student volunteers; and
- Officials appointed by the President.

**3. General:** Sick leave cannot be granted for rest or minor inconveniences, or in place of annual leave. However, sick leave under this chapter must be granted when an employee meets one of the below conditions, and submits the required/requested medical documentation outlined later in this document:

- Is incapacitated and cannot perform the essential duties of his/her position because of physical or mental illness, injury, pregnancy, or childbirth;



- Receives medical, dental, or optical examinations or treatment; or
- Would, per a health authority with jurisdiction or a health care provider, jeopardize the health of others due to exposure to a communicable disease.

Employees should request leave in advance for pre-arranged optical, medical, or dental appointments. However, if the absence is unplanned, the supervisor must be notified before or within the first hour of the time scheduled to report for duty, unless in the judgment of the supervisor there are extenuating circumstances which prevent the employee from doing so. Failure to follow proper leave requesting procedures may result in a charge of absence without leave (AWOL).

**4. Accrual and Accumulation of Sick Leave:** Eligible employees earn sick leave at the following rate, regardless of length of service:

- Full-time employees earn four hours of sick leave each full biweekly pay period.
- Part time employees earn one hour of sick leave for each 20 hours in a pay status. Accrued leave of less than one hour will be maintained and made available for use by the employee once he/she accrues the minimum one-hour sick leave requirement.

Eligible employees may accumulate an unlimited amount of sick leave. Unused sick leave remains to an employee's credit and is available for use in succeeding years.

**(a) Transfer to or from another Federal Agency, or a Public International Organization, or Entry into the Armed Forces:** Leave credits and charges are transferred when an employee is appointed, re-appointed, or transferred without a break in service from one position to another in the civilian federal service. An employee with re-employment rights who transfers to a public international organization or enters into active military duty will have sick leave re-credited upon return to FAA (see LWS 8.4 Military Leave for more information). An employee transferring to a position in the federal government subject to a different leave system (such as the Postal Service) can transfer all accumulated and accrued sick leave on the date of the transfer.

**(b) FAA Employees Stationed Outside the United States:** This chapter applies to all FAA employees stationed outside the United States and to local hires employed by FAA who are not United States citizens (local nationals) if there are no local prevailing practices. Local nationals that are employed by FAA cannot be granted sick leave in excess of the amount earned by employees who are United States citizens.

**(c) Reduction of Leave Earnings for Time in a Non-pay Status:** When a full-time employee accrues 80 hours of Leave Without Pay (LWOP), he/she no longer accrues sick leave until the LWOP balance falls below 80 hours. A part-time employee no longer accrues sick leave when his/her LWOP balance equals the number of hours officially established as the employee's tour of duty in a biweekly pay period. (Example: A part-time employee whose regular tour of duty is 64 hours per pay period will no longer accrue sick leave when his/her LWOP balance reaches 64 hours). If an employee reaches the LWOP ceiling (80 hours for a full-time

employee, and the number of hours in a part-time employees regular tour of duty) during the second week of the pay period, the employee will accrue sick leave for that pay period, but sick leave accrual will stop for future pay periods until the sick leave balance falls below the allowable ceiling.

**5. Charging and Granting Sick Leave:** Sick leave is charged in 15-minute increments. Each absence is charged individually. There is no authority to combine multiple absences of less than 15 minutes and make one charge to leave. Leave is charged only for absences that occur during the hours and days that parallel an employee's regularly scheduled tour of duty, not for absences during scheduled overtime, standby duty, holidays, scheduled days off, etc., unless specifically provided for in other related policies. An employee is not charged leave if he/she dies on a day he/she is at work.

**(a) Outside Employment while on Sick Leave:** An employee working outside of his/her position during approved sick leave must notify the official who approved the leave. All or part of the sick leave must be denied if the employee could have reasonably worked in his/her FAA job. The absence may be charged to annual leave, leave without pay, or absence without leave, as appropriate. If a medical/mental health official determines that an employee must work in a different line of work for therapeutic purposes, the supervisor will make every attempt to provide an opportunity for the employee to work within FAA in lieu of approving the use of sick leave.

**(b) During Official Travel:** If incapacitated due to illness or injury while on official travel, the employee must notify the supervisor of the illness as soon as possible, and may be granted sick leave.

**(c) Disabled Veterans:** A disabled veteran must be granted any leave needed for medical treatment. This may be sick leave, annual leave, and/or leave without pay. To be eligible for leave, a disabled veteran must furnish a medical certificate from a health care provider or from a medical officer of a Government hospital. The medical certificate must specify that the treatment is necessary and must give advanced notice of the dates for the medical treatment. Sick leave must be granted to veterans for physical examinations for disability pensions, to have prosthetic devices fitted, and for similar health issues.

**(d) Disability Retirement:** For an approved disability retirement, an employee may be granted all his/her sick leave before separation. Similarly, an employee who is disabled for his/her position and is either separated or retired under another provision of law can be granted all of his/her accrued sick leave upon presentation of acceptable medical evidence that supports the disability.

**6. Insufficient Sick Leave:** If there is insufficient sick leave to cover leave already used, and advanced sick leave has not been approved, excess sick leave used will be automatically converted to earned compensatory time or earned annual leave. Advanced annual leave cannot be substituted in this situation. If other accrued leave is insufficient to cover the

excess sick leave hours used, the remaining sick leave will be charged to leave without pay (LWOP).

**7. Advancing Sick Leave:** As permitted by the lines of business or staff offices, leave approving officials are authorized to advance up to 30 days of sick leave to full-time employees. Part time employees can be advanced sick leave based on the number of hours they normally work in one week multiplied by six (6) weeks. [For example, a part-time employee working 32 hours per week can be advanced up to 24 days of sick leave. **Calculation:** 32 (hours) X 6 (weeks) = 192 hours (24 days)]. Advanced sick leave is normally for serious illness or disability. Approving officials can grant advanced sick leave when employees are recovering from serious illnesses and are not able to work full days. Advanced sick leave cannot exceed the amount required for illness and/or recovery. The maximum amount of advanced sick leave that a full time employee can carry at any time is 30 days and an equivalent pro-rated amount for a part time employee. A leave approving official can grant more than one request by an employee as long as the advanced leave balance does not exceed the amount allowed by his/her tour of duty. Sick leave can be advanced even if an employee has annual leave to his/her credit.

**(a) Advancing Sick Leave in Specific Situations**

- **Employee on a probationary period:** Advanced sick leave cannot exceed the amount that will be earned during the remainder of the employee's first year.
- **Employee under a time limited appointment:** Advanced sick leave cannot exceed the amount that will be earned during the remainder of the appointment.
- **When it is known or expected that an employee will not return to duty:** Advanced sick leave cannot be granted.

**(b) Pending disability retirement:** Sick leave cannot be advanced if an employee, or the agency on his/her behalf, has filed an application for disability retirement. Nor can it be advanced to an employee who has signified his/her intention to resign based on disability. Employees can receive donated leave under the Voluntary Leave Transfer Program (VLTP) until approval of disability.

**(c) Request for Advanced Sick Leave:** Employees must provide a medical certificate to apply for advanced sick leave. The medical certificate must give a diagnosis, prognosis and the health care provider's estimated time that the employee will be incapacitated for duty. Application for Leave, OPM -71 (PDF) (or equivalent) approving advanced sick leave must be signed by the approving official. The time and attendance clerk must retain the documentation in accordance with applicable provisions.

**(d) Repaying Advanced Sick Leave:** Advanced sick leave will be paid back through future sick leave earnings. If the employee is enrolled in the Voluntary Leave Transfer Program (VLTP), any leave donations will be applied against this sick leave indebtedness. Sick leave is not available for use until the indebtedness has been completely liquidated, unless additional advanced leave is approved. Indebtedness for advanced sick leave may also be liquidated against an equivalent amount of accrued annual leave, as in paragraph 11 below. Compensatory time off granted in lieu of overtime may not be used to offset advanced sick or annual leave.

**8. Supporting Evidence:** The approving official will grant sick leave only when supported by acceptable evidence as described below:

- **Absences of Three Consecutive Workdays or Less:** Normally, an employee's initials on a time and attendance report or completion of an Application for Leave, OPM 71 (PDF) (or equivalent) is sufficient certification.
- **Absences of More than Three Consecutive Workdays:** An employee must furnish a medical certificate (see HRPM Reference Material: Leave Definitions for exact medical certification requirements). If a physician or practitioner was not consulted, a written statement from the employee may be accepted as supporting evidence. The statement must contain the facts about the illness, the treatment used, and the reasons for not consulting a medical practitioner.
- **When There is Doubt as to the Need for Sick Leave:** An employee may be required to provide a medical certificate for a sick leave absence, and/or daily information about his/her health condition, when there is reasonable doubt as to the credibility of the sick leave. The approving official determines the validity of the evidence and may use reasonable and necessary means to determine if sick leave should be granted. A supervisor must give an employee advanced written notice of the requirement to provide medical certification when daily reporting is required for absences of less than three consecutive workdays. When necessary, notice may be given verbally when the leave is requested and followed up in writing. The requirement to provide evidence remains in effect until revoked in writing.

When an employee is required to furnish a medical certificate for all sick leave and/or report daily while on leave, failure to follow proper leave requesting procedures may result in charge to absence without leave (AWOL). AWOL is non-disciplinary but may form a basis for disciplinary action.

**9. Medical Certification for a Serious Health Condition:** When an employee requests sick leave for a serious health condition, the approving official must request from the employee medical certification documenting that a serious health condition exists. Obtaining medical documentation will ensure that the appropriate amount of sick leave is granted. Certification from a health care provider will determine the length of incapacitation expected and the duration of the serious health condition. Each approving official has the authority to determine what constitutes "administratively acceptable evidence" for use of sick leave and to request such documentation when necessary. Written medical certification for a serious health condition must include at least the following information:

- The date the condition began;
- Diagnosis and the probable duration or specification that it is chronic or continuing with an unknown duration;
- Whether employee presently is incapacitated and the likely duration and frequency of

episodes of incapacity; and

- The appropriate medical facts from the health care provider including a general statement as to the incapacitation, examination, or treatment that might be required.
- A statement that the employee is unable to perform one or more of the essential functions of his/her position, or requires medical treatment for a serious health condition based on written information provided by the supervisor on the essential functions of the employee's position.
- In the case of intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given, the duration of such treatment, and the expected period of recovery.

If the validity of the original certification is questioned, the employee may be required to obtain a second opinion from a health care provider approved or designated by FAA, at FAA's expense. The designated health care provider cannot be employed by FAA or be under FAA's administrative oversight, unless the employee is located in a rural area with extremely limited health care providers.

If the second opinion differs from the original certification, FAA again may require, at FAA's expense, an opinion of a third health care provider, designated by FAA and approved by FAA and the employee. The opinion of the third health care provider is binding on FAA and the employee.

Medical re-certification for the continuing need for leave may be requested, at FAA expense, not more frequently than every 30 days. It is reasonable to require re-certification less frequently when a health care provider has certified that treatment will continue for a specific time.

The employee may use WH-380-E Certification of Health Care Provider for Employee's Serious Health Condition (PDF), or a modified version as long as the required information listed above is included. An employee must submit this documentation within fifteen calendar days of the approving official's request. If it is not practical under the particular circumstances despite the employee's good faith efforts, the employee must provide the medical certification within a reasonable period of time, but no later than 30 calendar days after the date of the original request for medical documentation. If the employee fails to submit the required medical documentation, then he/she can be charged with AWOL, or at management's option, the time may be charged to annual leave or LWOP.

**Note:** The supervisor is responsible for the security and confidentiality of medical certification documentation and must ensure documentation complies with the provisions for safeguarding information. No personal or confidential information is to be included in the certification other than what is listed above, nor may it be requested by the agency. However, if needed to substantiate such a leave request, it may be submitted to the appropriate FAA medical facility, who will then substantiate that the medical documentation is sufficient to

claim sick leave for family purposes, while maintaining the employee's right to privacy about such medical information.

See LWS-8.20 Family and Medical Leave Act if the employee is requesting leave under the Family Medical Leave Act (FMLA) for his/her own personal illness/serious health condition.

**10. Involuntary Sick Leave:** When an employee is unable to perform their duties due to a physical or mental condition, and is not willing or able to apply for sick leave, the approving official can place the employee on involuntary sick leave, annual leave, or leave without pay, in that order. A medical certificate is not required. Placement of an employee on involuntary sick leave must be coordinated with the servicing Labor Relations/Employee Relations specialist in the Human Resource Management Division prior to any such enforced leave action to ensure due process rights are followed. Involuntary leave shall terminate when it is determined that the employee is able to do his/her job.

**11. Substitution of Leave:**

- (a) Sickness during Annual Leave:** When an employee becomes ill during annual leave, the period of illness can be charged as sick leave. A request to substitute sick leave for annual leave must be made no later than the date that the employee initials the time and attendance report at the end of the pay period in which he/she returns to duty. The request must be supported by required evidence (see paragraph 8). Scheduled annual leave that might be forfeited because of this substitution can be restored subject to the requirements contained within the Annual Leave policy (see LWS 8.3, Annual Leave).
- (b) Liquidation of Advanced Sick Leave:** Advanced sick leave is an indebtedness to the United States. Annual leave may be substituted for advanced sick leave, if **ALL** of the following conditions are met:
- An employee requests the substitution in writing; **and**
  - Substitution of annual leave for advanced sick leave is not to avoid forfeiting annual leave at the end of the leave year; **and**
  - 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**
  - 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 supervisor's certification must be forwarded to the payroll office.
- (c) Worker's Compensation Claims:** While waiting for workers' compensation claim adjudication under the Federal Employee's Compensation Act (FECA), an employee may be on continuation of pay for the first forty-five days. After that, he or she may use sick leave, annual leave, or leave without pay (LWOP). If the claim is approved, the employee

may elect to substitute LWOP retroactively and receive disability compensation for the period instead. If the employee used sick leave or annual leave, he or she must refund the salary that is represented by the paid leave.

**12. Disposition of Sick Leave Upon Separation:** Unused sick leave will remain to the employee's credit and will be re-credited upon re-employment in accordance with paragraph 13 of this policy. If the employee is eligible for retirement under the Civil Service Retirement System (CSRS) and the Federal Employees Retirement System (FERS), unused sick leave to the employee's credit will be used towards creditable service for annuity computation purposes.

**13. Recrediting Sick Leave:** Employees who leave the federal service are not eligible for a lump sum payment for unused sick leave. However, if an employee is re-employed in the Federal service on or after December 2, 1994, the amount of accumulated unused sick leave is re-credited to their account, unless it was previously forfeited before December 4, 1994.

If an employee returns to duty with restoration rights granted by law, Executive order, or regulation, after separation from active military duty or hospitalization that continues immediately after active military duty, sick leave will be re-credited regardless of the date the employee left the civilian position.

Sick leave that was used in computing a Federal retirement annuity cannot be used, transferred, or re-credited. Sick leave that was cashed out under a sick leave buyback plan cannot be used, transferred, or re-credited.

**Reference 7.  
HRPM LWS 8.8  
Excused Absence**

**This policy chapter applies to:** (1) Non-bargaining unit employees/positions and (2) bargaining unit employees/positions, except where the applicable collective bargaining agreement contains conflicting provisions.

**Chapter established on:** 5/4/2005

**This version effective:** 08/04/2009

**Background Information:** Although an excused absence is not an officially recognized form of leave, it provides the agency flexibility in determining situations that are appropriate for excusing employees from work without charge of leave. The FAA's policy currently provides such authority and flexibility that is specific to the needs of its workforce. This chapter is updated to improve the readability and accessibility of information on excused absences, and incorporates the following:

- Provides a clear definition for excused absence;
- Categorizes and aligns types of excused absences for ease of access;
- Identifies which positions are authorized to grant an excused absence and the allowable time periods;
- Clarifies and adopts guidelines that provide consistent dismissal and closure procedures for FAA facilities;
- Incorporates changes implemented in Policy Bulletin #57 – Minimum Service Requirement for Granting Excused Absence Upon Return From Active Duty Military Service effective April 13, 2009;
- Clarifies when excused absence can be granted prior to or upon completion of travel;
- Clarifies the designation of emergency and mission-critical emergency employees; and
- Provides a quick reference guide.

This policy should be used in conjunction with the HRPM Reference Material: Quick Reference Guide - Excused Absences for FAA Employees

- 1.Purpose
- 2.Authority
- 3.Policy
- 4.Definitions
- 5.Responsibilities
- 6.Excused Absences – Individual Employees

- a. Medical and Health-Related
  - (1) Blood Donation



- (2) Bone-Marrow and Organ Donation
  - (3) Workplace Injuries
  - (4) Illness or Rest During Working Hours
  - (5) Injury Resulting from Hostile Action Abroad
  - (6) Physical Examinations
- b. Civic, Patriotic and Community Activities
    - (1) Voting and Voter Registration
    - (2) Community Service
    - (3) Ceremonies and Official Functions
    - (4) Funeral Services – Armed Forces
    - (5) Civil Defense – Pre-emergency Training Activities
    - (6) Emergency Rescue or Protective Work During Emergency
    - (7) Return of Activated Military Members to Federal Civilian Service
  - c. Health and Fitness
    - (1) Preventive Health and Wellness Program Participation
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  - d. Travel-Related
    - (1) Permanent Change of Official Post of Duty or Duty Location
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    - (3) Absence From Duty Prior To or Upon Completion from Travel
  - e. Miscellaneous
    - (1) Brief Absences
    - (2) Disciplinary Actions
    - (3) Conferences, Conventions and Meetings
    - (4) Professional Societies
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    - (6) Employee (Labor) Organization
7. Excused Absences – Group of Employees
- a. Emergency Conditions
  - b. Operational Work Conditions
  - c. Designation of Essential Functions and Emergency and Mission-Critical Employees
  - d. Telework During an Emergency or Other Situation
  - e. Relief for Employees Working Beyond their Normal Tour In Emergency/Unusual Situations
8. Procedures for Group Dismissal
- a. Washington, DC Offices
  - b. Non-Headquarters Work Sites in the Washington, DC Area
  - c. Field Work Sites
  - d. Employees Who Are Excused From Work During Dismissal or Closure Situations

e. Emergency Employees

9. Other Absences from Duty

**1. Purpose:** This chapter sets forth the Federal Aviation Administration (FAA) policy and provides guidance on the administration of excused absences. This policy specifically addresses many situations where an excused absence or duty time may be authorized.

**2. Authority:** Section 347 of the 1996 Department of Transportation (DOT) Appropriations Act directed the FAA to develop and implement a new personnel management system that addresses the unique demands on the agency's workforce. The Assistant Administrator for Human Resource Management is authorized to issue these policies and other guidance following appropriate coordination.

**3. Policy**

**a. Approval Authority:** The FAA provides approving officials discretionary authority to grant excused absences in limited circumstances. An excused absence should be limited to those situations in which the employee's absence satisfies one or more of the following criteria:

- Is directly related to the mission of the FAA;
- For participation in an FAA (or DOT) sponsored or sanctioned activity;
- Will enhance the professional development or skills of the employee in his or her position; or
- For a specifically recognized and approved purpose.

The authority to grant an excused absence should be used sparingly. Therefore, approving officials do not have unlimited administrative authority to grant employee(s) excused absence from official duties without charge to leave or loss of pay, and are only authorized authority in accordance with the provisions of this policy or other official FAA document.

**b. Eligibility:** An FAA employee may be granted excused absence, as appropriate. When the granting of an excused absence is discretionary, the approving official(s) should consider equity, consistency, workload, and the cost to the agency.

**c. Duration of Excused Absence:** An excused absence is charged to the appropriate leave category in increments (i.e., 1-minute or 15-minute), as appropriate, only for absences that are part of an employee's basic work requirement (i.e., not for absences during periods of scheduled overtime, furlough or suspension). When appropriate, maximum allowable limits have been identified in the HRPM Reference Material: Quick Reference Guide - Excused

Absences for FAA Employees; however, time allowed should adhere as closely as possible to the intended duration and purpose of the excused absence.

Excused absences are recorded on the time and attendance record using the applicable leave code.

#### 4. Definitions:

- a. **Active duty service** (for this purpose only) is military duty in connection with Operation Noble Eagle, Operation Enduring Freedom, Operation Iraqi Freedom, or any other military operation established under Executive Order 13223, and includes called to active duty in support of the continuing Global War on Terror (GWOT). This includes any current or future military operation deemed part of the GWOT.
- b. **Approving official** is the designated manager that is authorized to grant an excused absence. Authority to grant excused absences varies. Typically, this will be the front-line manager (or leave approving official) and his or her designees, or other management official(s) as designated in this policy.
- c. **Delayed arrival policy** allows non-emergency employees to be granted excused absence for the designated number of hours past their normal arrival time to report for duty.
- d. **Early dismissal policy** allows non-emergency employees to be released from duty and granted excused absence for the number of hours remaining in their workday or tour of duty beyond the designated early dismissal time.
- e. **Emergency employee** (or essential personnel) occupies a position involving duties critical to agency operations in weather emergencies or other emergency conditions. Employees have been previously identified and are expected to report or remain at work in dismissal or closure situations unless otherwise directed.
- f. **Employee** is any permanent or temporary employee of the FAA that has a regularly scheduled tour of duty. For this purpose, it does not include employees on an intermittent work schedule.
- g. **Excused absence** is an administratively authorized absence from duty without loss of pay or charge to other paid leave. The time spent on an excused absence is a part of the employee's basic workweek.
- h. **Family member** (for this purpose only) is defined as the spouse and his or her parents; children, including adopted children and their spouses; parents; brothers and sisters and their spouses; and any individual whose close association with the deceased was such to have been the equivalent of a family member. [Refers to Paragraph 6b(4)(b)]

i. **Intermittent work schedule** is an irregular schedule without a prearranged tour of duty.

j. **Leave without pay (LWOP)** is an approved, temporary, non-pay status and absence from duty.

k. **Mission-critical emergency employees** have been previously identified and are expected to remain in contact with the FAA at all times during any closure situation to maintain continuity of operations. These employees may be called to work during emergencies dealing with national security, extended emergencies, or other unique situations.

l. **Unscheduled leave policy** allows a non-emergency employee to request unscheduled annual leave, leave without pay, and/or use previously earned compensatory time off or earned credit hours without prior approval of his or her front-line manager; however, the employee must inform his or her front-line manager of the intent to take unscheduled leave. 5. **Responsibilities:**

a. **Employees:** When the excused absence is at the request of the employee, he or she must request the excused absence in advance and in writing, when possible. If requested, appropriate supporting documentation must be submitted. He or she ensures the approved absence is recorded on the time and attendance record.

b. **Managers:** may grant excused absence on own initiative in accordance with this policy chapter. When the excused absence is at the request of the employee, the manager must communicate approval/denial to the employee in a timely manner. In most cases, the front-line manager serves as the approving official. The front-line manager utilizes this authority sparingly and elevates to higher level authority if situation falls outside of his or her scope of responsibility. The head of each Line of Business (LOB)/Staff Office (SO) or facility designates emergency(essential) and mission-critical employees and reviews such designations on an annual basis.

## 6. Excused Absences – Individual Employees:

### a. Medical and Health-Related:

(1) **Blood donation:** An employee donating blood, excluding donating blood platelets, may be excused from work without charge to leave for a period not to exceed four hours which would include the time needed for the donation, subsequent rest and recuperation, and travel time to and from the donation location. Normally the time needed for blood donation is less than four hours. Managers may require medical evidence of blood donations as deemed necessary. An employee who receives compensation for blood donation during duty hours is required to take paid or unpaid leave (i.e., other than sick leave) for the period of absence. The excused absence is always subject to workload considerations. Therefore, it may be denied if the workload will not permit the employee's absence from duty for the requested time period.

(2) **Bone-marrow or organ donation:** An employee may be granted up to seven workdays excused absence in a calendar year to serve as bone-marrow donor. An employee also may be granted up to 30 workdays excused absence in a given calendar year to serve as an organ donor. Annual, sick or unpaid leave may be granted in conjunction with the excused absence. The employee must notify his or her front-line manager as soon as possible after the donor procedure has been scheduled.

The employee must provide medical documentation that is certified by an attending physician, donor hospital, or medical center, and it must include:

- Date of the scheduled donor procedure;
- Period required for post-operative recuperation; and
- Post-operative certification that the procedure has been performed.

Excused absence is granted only when the donation is for the treatment of another individual. Donations towards one's own treatment are not covered (e.g., harvesting one's own bone marrow to be used in future treatment).

(3) **Workplace injuries:** An employee is granted excused absence to seek the initial medical examination and treatment for an on-the-job injury. If hospitalization is required, the excused absence is granted from the time of the injury to the end of the employee's tour of duty for that day. If further examination or treatment is needed for the same injury, an excused absence may be granted for the time it takes, including travel time, provided the employee performs work on the day he or she receives the additional treatment or examination (up to three consecutive workdays).

Leave will be charged to the appropriate leave category in the following instances:

- when an employee is injured before his or her official tour of duty begins;
- when an employee is released from the hospital to begin the recuperation period on the day of injury; or when the employee reports for his or her tour of duty on the day following an injury but needs to seek additional treatment or examination on more than three (3) consecutive workdays.
- when assigned to a post of duty outside of the Continental United States (OCONUS), an employee may be granted excused absence when he or she needs to seek medical treatment that is not locally available. The excused absence is for the treatment including time required to travel to and from the nearest approved medical facility, and for the initial and any subsequent treatments.

(4) **Illness or rest during working hours:** An employee who becomes ill during his or her tour of duty may be granted up to one hour for treatment or consultation in the facility's health unit or nearest Government-sponsored health unit. In addition, employees who are required by doctor's orders to spend part of the day in rest or to receive treatment in the health unit may be granted excused absences in increments of

one hour or less. Under this circumstance, not more than 10 hours of excused absence every three months is permitted for the employee.

**(5) Injury resulting from hostile action abroad:** An employee serving abroad who is injured while in the performance of Federal civilian duties as a result of war, mob violence, or hostile action, and whose injury is not due to his or her own habits, intemperance or willful misconduct, is granted up to one year of excused absence with Head, Line of Business/Staff Office (LOB/SO) approval.

**(6) Physical examinations:** An employee taking a physical examination at the FAA's expense in connection with the medical qualification standards for his or her position (e.g., air traffic controller, pilot, aviation safety inspector, etc.) remain in duty status for the time needed to complete the examination. However, these employees will be charged the appropriate paid or unpaid leave for any time needed for additional testing, examination, hospitalization, etc., resulting from the medical examination even when a period of duty occurs between the initial and subsequent examination. Similarly, employees in positions with medical qualification standards who are obtaining a medical examination at his or her own expense to support a review action (e.g., appeal) will be charged paid or unpaid leave to cover the absence.

Excused absences of up to one workday may be granted for employees taking a physical examination:

- or a different position with the FAA but who are not in positions requiring specific medical examinations (e.g., when seeking a new position with a medical qualification requirement, ); or
- for induction or enlistment into the Armed Forces, Reserves, or the National Guard. If more than one workday is required, the employee must furnish a justification statement with rationale for why additional time is needed. If an employee chooses to report to a military processing station other than one in closest proximity, an absence in excess of one workday is charged to the appropriate paid or unpaid leave category.

In addition, an excused absence is not permissible for periodic physical examinations required for certain retired military personnel, or for a member being recalled for retention in the Reserves or National Guard.

**b. Civic, Patriotic and Community Activities:**

**(1) Voting and voter registration:** When necessary, the determination to grant excused absence should be made in advance by the approving official, and the employee notified. Approval should be rare and may only be granted under the following circumstances:

- (a) An employee may be granted excused absence for a reasonable period of time to participate by voting in Federal, state, county, or municipal elections or in referendums on any civic matter in his or her community, if such leave would not seriously interfere with work operations. Generally, where the polls are not open at

least three hours either before or after an employee's regular work hours, the employee may be granted a limited amount of excused absence that will permit the employee to report for work three hours after the polls open or leave from work three hours before the polls close, whichever requires the lesser amount of time off. The excused absence, if granted, shall be based upon the employee's scheduled tour of duty for that day. [For more information, see an example in the Quick Reference Guide – Excused Absences for FAA Employees] Unusual circumstances may warrant the granting of excused absence for a longer period of time and should be made on a case-by-case basis. An example is when the employee's voting place is beyond normal commuting distance, and voting by absentee ballot is not available. In this case, the excused absence may be granted for the amount of time needed, but not to exceed one workday.

(b) Excused absence for a Federal, state, county, or municipal election(s) are limited to the official election day under the parameters described above. Employees may choose to vote on their own time if they live in the District of Columbia or in a state where early voting is provided. Excused absence will not be granted when an employee exercises his or her option to vote early.

(c) An excused absence may be granted for registration on the same basis for voting when a voting jurisdiction does not permit registration on an employee's non-workday or outside an employee's work schedule, and the place of registration is more than one day of roundtrip travel from the employee's place of residence.

(2) **Community service:** The FAA supports granting excused absence to employees to participate in activities that are mission-related, officially sponsored or endorsed by DOT and/or FAA, or will enhance an employee's professional skills and development. The amount of excused absence allowed will depend on the activity. Often the agency-sponsored or endorsed activities are directly related to the mission of the agency. The approving official determines the number of hours that will be granted as excused absence based on the activity. For more information, see the HRP Reference Material: Quick Reference Guide – Excused Absences for FAA Employees. Employees volunteering on their own time to attend an event that does not meet the above criteria will not be authorized an excused absence. For example, if an employee volunteers to tutor at a local school, while commendable, it is not a mission-related activity. Therefore, the employee would use another type of pre-approved leave or paid time off (e.g., annual leave, earned compensatory time, credit hours, etc.).

(3) **Ceremonies and official functions:** Employees may be granted excused absence up to four hours to attend ceremonies, view parades, welcome visiting dignitaries, and attend other officially sanctioned functions, or if not otherwise in duty status.

(4) **Funeral services – Armed Forces:**

(a) A veteran may be excused from duty for the time necessary, not to exceed four hours in any one day, to participate as an active pallbearer, honor guard or firing squad member in funeral ceremonies for members of the Armed Forces whose remains are returned from abroad for final interment in the the United States.

(b) Any employee may be granted excused absence up to eight hours to make arrangements for or to attend the funeral or memorial service for 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 other than a combat zone. (See LWS-8.7 – Funeral Leave for leave granted when the member of the Armed Forces was serving in a combat zone.)

(5) **Civil Defense – Pre-emergency training activities:** An employee (full-time) may be granted up to 40 hours each calendar year to participate in pre-emergency training programs with state or local civil defense organizations to train for emergency measures to be taken by an organized body of civilian volunteers for the protection of life and property in the event of natural disaster or national emergency. A part-time employee also may be granted excused absence but on a pro-rated basis based on his or her tour of duty. Those employees approved to participate in these types of pre-emergency training activities must provide a written statement from a civil defense official certifying that the employee participated in the program and the hours and days of participation. Employees who have been designated as emergency or mission-critical emergency personnel are ineligible for excused absence to participate in civil defense training. During an emergency, the emergency personnel will be required to remain in a duty status.

(6) **Emergency rescue or protective work during an emergency:** An employee who is an active member of the Civil Air Patrol or similar organization may be granted excused absence up to three workdays per emergency to participate in emergency rescue or protective work during an emergency such as a fire, flood, or search and rescue operation. If additional time off is required, the employee must elect paid leave, paid time off, or unpaid leave (i.e., annual leave, credit hours, compensatory time off or leave without pay) for the remaining period, as appropriate.

During an emergency situation, an employee who is participating in recovery efforts in response to official requests for his or her services, who volunteer in conjunction with DOT or FAA-sponsored recovery and assistance efforts, or who is a member of the Civil Air patrol or similar organization may be granted excused absence based on the emergency situation.

Flexibility for excused absence for those who wish to volunteer in relief efforts may be authorized only if requested by an organization of the Federal Government that has been mobilized to respond. Excused absence may not be granted for those choosing to volunteer in private relief efforts. However, managers are encouraged to approve requests for both paid and unpaid leave to the maximum extent possible without adverse impact on operations.

Approval of the excused absence and paid or unpaid leave for this purpose is contingent upon whether the employee's absence will interfere with the FAA's essential operation during that time period. The front-line manager will consult and coordinate with the



official in charge of the civil defense activity to arrange an alternate release for the impacted employee, if possible. The manager determines whether the continuation of FAA's essential operation will take precedence over other such activities.

**(7) Return of activated military members to Federal civilian service:** Upon notification from an employee that he or she will be returning from active duty service in connection with the continuing Global War on Terror (GWOT), he or she is entitled to receive five consecutive workdays of excused absence. The excused absence must be taken immediately prior to his or her return to the FAA position. That is, the excused absence is scheduled during the first week of the pay period when the employee returns to duty from active duty service.

The employee must serve at least 42 consecutive days of active duty service in connection with the continuing GWOT (i.e., Operation Noble Eagle, Operation Enduring Freedom, and Operation Iraqi Freedom as well as any other current or future military operations deemed part of the GWOT) to qualify. The military service must be performed on consecutive days. Multiple periods of active duty service less than 42 days can not be accumulated or combined to meet the qualifying requirements.

An employee is limited to five days of excused absence within a 12-month period. The 12-month period begins on the first day of the excused absence. Subsequent periods of active duty service meeting the minimum service requirement still do not qualify for an additional five days of excused absence if it falls within the 12-month limitation, and can not be held for use at the end of the 12-month period. In order to be qualifying, the subsequent period of active duty must conclude after the end of the current 12-month period.

**c. Health and Fitness:**

**(1) Preventive health and wellness program participation:** An employee may be granted an excused absence when he or she is participating in a DOT or FAA-sponsored preventative health or wellness program/event to include such activities as health education, health intervention, physical examinations [other than those described in paragraph 6.a.(6)], health screenings, immunizations, emergency response/first aid, health fairs, etc. Time allowable as excused absence will be determined by the program, event or activity.

**(2) FAA Sanctioned Wellness/Fitness Program Participation:** An employee may be granted excused absence when he or she is participating in DOT or FAA sanctioned health and fitness activities, such as the annual Healthier Fed Physical Activity Challenge or other fitness activities sanctioned by the Administrator. An excused absence for any personal health and fitness programs (excluding FAA sanctioned programs) may not be granted. Time allowable as excused absence will be determined by the program or activity.

**d. Travel-Related:**

(1) **Permanent change of official post of duty or duty location:** (a) A permanent employee who is making a permanent change in official post of duty or duty location may be granted up to 64 hours of excused absence to make pre- and post-moving arrangements, when:

- newly appointed to his or her first post of duty as a permanent Federal employee;
- moves to FAA from another Federal agency;
- changes his or her official FAA duty location within a non-foreign area;
- moves from the United States or a non-foreign area to a foreign area; or
- returns to the United States or a non-foreign area from a foreign area.

Excused absences related to these types of moves must occur within 18 months (except when an extension up to six months is authorized) of the effective date of the permanent change in official duty location when moving to a new location. When the Government is paying the relocation expenses, time spent on an authorized "house hunting" trip is recorded as regular duty time. However, the total amount of time authorized for excused absence to make pre- and post-moving arrangements may not exceed 64 hours (or eight days excluding non-workdays), excluding the house-hunting trip.

(b) This provision also applies to new Air Traffic Academy Graduates who are provided one travel day to report to their new facility and who then may be converted to a permanent employee at an air traffic terminal or en route facility. Not all moves will require 64 hours of excused absence, but managers are encouraged to grant a minimum of 16 hours of excused absence.

(2) **Rest after continuous travel:** An employee may be authorized a rest period not to exceed 24 continuous clock hours at either an intermediate point or at the employee's destination, if all of the following conditions are met:

- the employee's origin or destination is outside the Continental United States (CONUS);
- the employee's scheduled flight time, including stopovers, exceeds 14 hours;
- travel is by a direct or usually traveled route;
- travel is by less than premium-class service; and
- end of travel does not coincide with the employee's regular day(s) off.

(3) **Absence from duty prior to or upon completion of travel:** An employee may be granted an excused absence for a period of time not to exceed two hours prior to or upon completion of the employee's travel status when the time of departure from or arrival at the employee's duty station or temporary duty (TDY) location is such that it would be unreasonable to expect the employee to report to the duty station or TDY location.

**e. Miscellaneous:**

(1) **Brief absences:** Employees may be granted an excused absence for a brief period of time up to 59 minutes for an occasional absence from duty or tardiness when a front-line manager considers the cause of the absence or tardiness to be reasonable. The front-line manager has sole discretion to determine what circumstances warrant an excused absence, and when it is appropriate to extend coverage to one or more employees in a work unit. (2) **Disciplinary actions:** An employee who is the subject of an investigation involving allegations of serious misconduct wherein workplace safety could be compromised, or those whose workplace behavior or presence represents a potential threat to themselves or others, may be placed on excused absence up to ten days. Such periods of time will be limited, to the extent possible, in order to effectuate timely agency disciplinary and/or administrative action (s).

Additional time may be granted as excused absence (i.e., for more than ten days) by an Executive Management official when it is necessary and in the best interest of the agency to have the employee off the job. Any paid leave forfeited as a result of being placed on excused leave for disciplinary or medical action will not be restored.

(3) **Conferences, conventions and meetings:** The type of leave, if any, that an employee must take to attend a convention, conference or meeting should be determined in advance of an employee scheduling to participate in such an event. In some instances, it is appropriate for the employee to remain in duty status or granted an excused absence in order to participate. It is at the manager's discretion to grant excused absence when an employee attends a convention, conference or meeting that is not directly related to the work of the agency but would contribute to the development of the employee in relation to his or her employment. If related to employee's work, the employee remains in duty status for the time in attendance at the conference, convention or meeting, and travel under certain conditions. If neither of these conditions is met, the employee may request annual leave, credit leave, compensatory time off, or LWOP in order to attend.

**Note:** In some situations, it is appropriate to grant excused absence to one elected official from a formally established chapter of a non-professional society to attend an annual meeting for a particular group of FAA employees.

(4) **Professional societies:** As provided in LD-5.12 Continuous Learning– Participation in Professional Societies, employees are encouraged to participate through membership in professional societies as a means of promoting professional development and improving performance. An employee must submit his or her request for excused absence to attend meetings, conferences or conventions of professional societies (e.g., Air Traffic Control Association (ATCA), American Society of Civil Engineers (ASCE), American Medical Association (AMA), etc.). At the discretion of his or her front-line manager, a determination is made whether or not the absence is considered duty status, warrants an excused absence, or charged to paid or unpaid leave. A request to attend a chapter meeting for societies or associations that does not meet the definition of professional society must be charged to paid or unpaid leave, if granted. However, an excused

absence may be granted to one elected official (or his or her designee) to attend such a meeting for a particular group of FAA employees.

(5) **Employee associations:** An employee's request to attend annual national conferences or conventions will be handled in accordance with MSC-10.1 – Employee Associations, Section 7.

(6) **Employee (Labor) organization representation:** An employee is granted excused absence as provided in the applicable collective bargaining agreement. Excused absence is not granted to an employee for the purpose of internal labor organization business (for example, solicitation of membership, collecting dues, etc.), except where the collective bargaining agreement carves out an exception, for receiving training/information concerning collective bargaining processes and techniques.

## 7. Excused Absences – Group of Employees:

a. **Emergency conditions:** There are occasions when the operation of the Federal Government, FAA, or an FAA facility and/or office location is hampered by situations such as severe weather conditions, natural disasters, or other emergencies or incidents which require excusing employees from duty without loss of pay or charge to leave. Examples of emergency situations include, but are not limited to, serious interruption to public transportation services, adverse weather conditions (i.e., severe winter storm, hurricane, flooding, tornadoes, earthquake, etc.), civil disturbances, fire, terrorist attacks, or other incidents. These are situations that may prevent individuals or significant numbers of employees from reporting to work on time, or which requires the FAA to close all or part of its activities that may be affected. The FAA Administrator, Associate and Assistant Administrators, or Regional and Center Administrators (or other designated officials) are authorized to excuse employees from duty, without charge to leave, when an office or facility is closed on regular workdays because of these types of emergency conditions.

In the event of a natural disaster or national emergency, the Assistant Administrator for Human Resource Management (or his or her designee) may authorize use of the flexibility to allow managers to grant up to 30 days of excused absence to employees who are prevented from reporting for work or are faced with a personal emergency because of a national emergency, or natural disaster and its aftermath (as appropriate). Employees may be granted excused absence until the facility is reopened or alternative arrangements made, and employees are notified when and where to report for duty. For additional information, see HRPM Volume 11: Guidance on Emergency Situations.

b. **Operational work conditions:** Employees may also be excused for managerial reasons (e.g., re-tooling, breakdown of machines, or essential services or facilities, etc.), which require the closing of an activity in whole or part. Normally, these conditions will not affect a teleworker, so teleworkers will be expected to continue working. A single period

of excused absence may not exceed a total of three consecutive workdays. When an extension beyond three days is necessary, prior approval must be requested from the Assistant Administrator for Human Resource Management (in consultation with the LOB/SO Head or Administrator).

(1) Before an excused absence is granted, it must be established that employees are actually prevented from working or arriving at work by reasonable standards of judgment. This requirement relates only to emergency conditions not generally foreseeable as "conditions of employment" in the activity or occupation in question. For example, it does not apply to outdoor construction workers who are prevented from working in inclement weather because such work stoppages are normal for these workers.

(2) The manager in charge of the office or facility is expected to use all practical efforts and ingenuity to restore the services of the office or facility at the earliest possible date. Restoration of services may be on an emergency basis, and employees may have to work temporarily under conditions that are not entirely normal. (3) Group dismissals due to unusual working conditions created by a temporary disruption of air-cooling or heating systems or other facility operations should be rare, and emphasis should be placed on the correction of these conditions. Employees are expected to work if conditions are reasonably adequate, even though the conditions may involve minor discomfort. Before an excused absence is granted, environmental or other operating conditions must prevent the efficient performance of work. In extreme situations, Heads of the Line of Business or Staff Office reporting directly to the Administrator, and Regional and Center Administrators or other designated officials, are authorized to excuse employees from duty for temporary work disruptions.

**c. Designation of essential functions and emergency and mission-critical employees:**

The head of each Line of Business (LOB)/Staff Office (SO) or facility must identify the essential activities within his or her organization that must continue to operate despite adverse weather conditions, a national emergency, natural disaster, or other situation necessitating office/facility closure; designate emergency (essential) or mission-critical employees (and alternates, if necessary) required to continue to perform their duties regardless of action taken to excuse other employees; give designated emergency or mission-critical employees advanced written notice that they are to remain on duty during office closures; and review designations annually.

(1) Emergency employees are essential to the functioning of agency operations during dismissal and closure situations. These employees report for or remain at work in dismissal or closure situations unless otherwise directed by the front-line manager. In some instances, an emergency employee is granted excused absence when unable to report for work due to a personal emergency or an individual hardship. For example, factors such as distance, availability of public transportation, or available alternatives to childcare or eldercare may be considered.

(2) Mission-critical employees are expected to remain in contact with their organizations at all times during any closure situation to maintain continuity of operations. These employees may be called to work during a national emergency, natural disaster, or other unique situations at their regular or alternative worksites. This is typically a different cadre of employees assigned to perform certain functions.

**d. Telework during an emergency or other situation:** Telework offers flexibility to the organization for continuing certain operations during emergency situations. Telework employees are expected to continue to work at their home worksites on their telework day when the agency is closed. Exceptions may be made by the employee's manager when other circumstances make it impossible to do so (such as loss of power at home). Telework employees are not expected to travel to a telecenter worksite when hazardous weather conditions exist. For additional information, see WLB-12.3, FAA Telework Program for information on teleworking during emergency situations.

**e. Relief for employees working beyond their normal tour of duty in emergency or unusual situations:** When an employee is required to work an extended number of hours outside of his or her normal workday because of an emergency or unusual situation and the employee is not physically capable of reporting to duty at the normal time the following day, the employee may be granted excused absence not to exceed the numbers of hours of overtime worked the previous day. The manager is responsible for determining if the employee is physically incapable of performing satisfactory work, and that prudence is exercised in utilizing this flexibility. **Note:** An excused absence is not appropriate for an employee who travels outside of duty hours, and does not arrive at their home until late in the evening.

**8. Procedures for group dismissals:** Office or facility closures, or unscheduled leave, delayed arrival, or early dismissal policies may be implemented when it is determined that adverse weather conditions or other emergency situations will disrupt FAA operations. The following procedures apply when it is determined that all employees in a location or geographic area, except those that are designated as emergency or mission-critical employees, should be dismissed without charge to leave because of conditions described in Paragraph 7, Excused Absences – Groups of Employees above. In addition, all FAA facilities will operate under the same operating status guidelines as outlined in Paragraph 8d below. Standard status of operation announcements will be used to communicate the "operating status" at FAA locations.

**a. Washington, DC offices:** The Office of Personnel Management (OPM) determines if weather conditions or other situations in the Washington, DC area are such that significant numbers of Federal employees may be prevented from reporting to work on time, should be released early, or if agencies should be closed for all but essential activities. The FAA follows OPM guidelines on these matters. When there are disruptions of Government operations, OPM will announce to the media whether Federal agencies in the area are open or closed, or operating under an unscheduled leave, delayed arrival, or early dismissal policy.

FAA employees are responsible for finding out the operating status if hazardous weather conditions or other situations are present before the start of their workday. If conditions change during the day, notification will be provided to headquarters' employees. For further information, see the OPM Washington, DC, Area Dismissal or Closure Procedures, or current Federal Government Operating Status in the Washington, DC Area.

**b. Non-Headquarters work sites in the Washington, DC area:** The Regional Administrator of the Eastern Region and other designated officials are authorized to make appropriate arrangements to excuse employees under his or her jurisdiction located in offices and facilities outside the District of Columbia, but within the Washington DC metropolitan area. The release of employees should be coordinated with the release of employees in Washington DC offices.

**c. Field work sites:** Regional/Center Administrators and other designated officials are authorized to make appropriate arrangements to excuse employees working within the geographic boundaries of the region/center or facility because of hazardous weather conditions or other situations necessitating office closure, delayed arrival, unscheduled leave, or early dismissal. The release of employees may be coordinated with the release of employees from other Federal agencies (e.g., in coordination with local Federal Executive Board or Federal Executive Association) in the vicinity. The Regional/Center Administrators and designated officials, after consultation with regional/center or other organization heads, are authorized to make appropriate arrangements.

**d. Employees who are excused from work during dismissal or closure situations:**

(1) **Office closures:** When it is necessary to close an office or facility prior to the beginning of the workday, the day(s) of closure are non-workdays for pay and leave purposes. On non-workdays employees are excused without charge to leave including those already on paid leave (sick or annual) at the time of the closure (i.e., employees do not have an opportunity to work). An employee in a non-pay status (e.g., on a regular day off under an Alternative Work Schedule, leave without pay, or suspended) is not authorized excused absence. An employee required to work on a non-workday; however, is entitled only to his or her normal pay for that day. An employee on official travel away from his or her office that is closed is expected to continue working unless the closure makes it impossible for the employee to continue work. Teleworkers are also normally expected to continue working because the closure does not prevent them from reporting their worksite. Employees required to work will not be granted compensatory time off or another day off in lieu of the non-workday.

(2) **Unscheduled leave policy:** When an unscheduled leave policy is announced due to adverse weather conditions or other situations, employees may request to take leave (paid or unpaid leave) without prior approval of their front-line managers. However, employees must notify their managers of the intent to take unscheduled

leave. Employees requesting unscheduled leave will be charged paid or unpaid leave for the entire absence, and are not granted any part of an excused absence under a delayed arrival policy.

(3) **Delayed arrival policy:** Sometimes it is necessary to delay the opening of the office for a specified number of hours because of hazardous weather or other conditions. When employees' arrival at work is delayed due to weather or an emergency situation which developed prior to normal business hours, an excused absence may be granted for a designated number of hours past the employee's normal arrival time (for example, two hours of tardiness). Before making a determination, managers should consider mitigating or aggravating factors including the employee's distance from work, availability and mode of transportation, and the experiences of other employees in similar circumstances.

(a) **Excused absence for delayed arrival:** When it is announced that the office will delay opening, employees, except those on pre-approved leave or those who request leave for the for the entire workday, will be excused without charge to leave or loss of pay up to the number of hours the office delayed its opening. Only employees who come to work on the day of the delayed opening will receive the allowed amount of excused absence. Absences in excess of the designated number of hours will be charged to leave or may be excused if the approving official determines on an individual basis that the employee could not report for duty because of the circumstances which led to the delayed opening. See Paragraph 8d(3)(b) below for additional information.

(b) **Extension of excused absence for extenuating circumstances:** Longer periods may be excused only in cases that are personally reviewed and authorized by a higher-level management official. Before employee tardiness is excused, a determination must be made that the employee made every reasonable effort to report to work. Factors such as the distance between the employee's residence and place of work, and mode of transportation used to get to work, the arrival time, and the number of other employees traveling under similar conditions determine a reasonable effort.

(c) **Emergency conditions not uniform:** When weather or emergency conditions are not uniform in an area, employees may be affected differently depending upon the individual circumstances. In such cases, an unscheduled leave policy may be put into effect to address the needs of employees impacted differently by the weather or emergency conditions. In limited circumstances, excused absences may be granted.

(d) **Early dismissal policy:** When an early dismissal is authorized, employees will be granted excused absence for the number of hours remaining in their workday beyond the designated early dismissal time or the designated number of hours relative to their normal departure time. Employees in a duty status are excused without charge to leave for the specified time the office is closed. For example, if a 3-hour early dismissal is announced, employees whose normal tour of duty ends at 5:00 p.m. would be authorized to leave at 2:00 p.m. (i.e., the employee's early dismissal time).



- **Employee not in duty status:** An employee who is not in actual duty status when notification of dismissal occurs after opening hours will be charged the appropriate leave for the entire period of absence.
- **Employee who leaves before early dismissal policy is announced or before his or her early dismissal time:** An employee who leaves before the early dismissal policy is announced or before his or her early dismissal time will be charged leave (paid or unpaid leave) beginning at the time the employee left work and for the remainder of his or her scheduled workday. No excused absence is granted to the employee.
- **Employee on pre-approved leave or employee who has requested unscheduled leave:** An employee on pre-approved leave or an employee who has requested unscheduled leave will be charged leave (i.e., annual or sick leave, credit hours, compensatory time, LWOP) for the entire workday. If an employee has scheduled to take pre-approved leave after his or her early dismissal time, the employee may not be charged leave for that period, but should be granted excused absence for the remainder of the workday following his or her early dismissal time provided he or she was in a duty status when notification of the early dismissal occurred.
- **Employee on official travel:** An employee on official travel during normal working hours when employees at his regular worksite are dismissed early is not entitled to additional pay or paid time off.
- **Employee scheduled to return to work:** An employee scheduled to return to work from leave after an early dismissal policy is announced, will be charged leave for the period prior to the employee's early dismissal time and granted excused absence for the remainder of the workday following the employee's early dismissal time.
- **Employee who teleworks from a remote location:** An employee who teleworks from a remote location may be required to continue working through any dismissal or closure of the regular worksite. If adverse weather conditions or other situations (i.e., loss of power) impact the telework location, the employee may be granted excused absence.

e. **Emergency employees:** Employees designated as emergency employees (or alternates) may not be excused in early dismissal or office closure situations. It is important that advanced determinations be made and communicated to those persons or activities that must continue to operate regardless of a public announcement that offices have been closed for a particular purpose. It should be clearly stated to emergency employees that they are not entitled to any additional pay or time off. Emergency employees may be excused if they are unable to report to duty even though they have made every reasonable effort to do so. The distance and route the employee must travel, method of transportation (e.g., car pool, public transportation, walking, etc.), the time of arrival, and the number of other employees traveling under similar conditions determines a reasonable effort.

**9. An employee granted an approved absence for the following reason(s) is considered to be in duty status or another approved leave status rather than an excused absence:**

- a. Time required testifying in certain judicial proceedings (see LWS-8.5, Court Leave).
- b. A witness before an official agency board or committee, or a designated member of the board or committee.
- c. A witness in an administrative hearing (Office of Personnel Management (OPM), Merit Systems Protection Board (MSPB), Federal Labor Relations Authority (FLRA), Equal Employment Opportunity Commission (EEOC), etc).
- d. Time allowed for an employee and his or her representative in connection with a grievance or appeal, during the hours of the employee's regularly scheduled tours of duty only.
- e. Time spent by a representative of an employee organization in official consultation with management during the employee's normal duty hours only.
- f. Time required conducting wage surveys under the Federal Wage System.
- g. Time required taking examinations established by the agency to determine qualifications for promotion. Such time will be considered duty time only if the examinations are taken during the employee's normal duty hours.
- h. Absence for an interview for a proposed detail or transfer to an international organization. The interview must be formally requested by the international organization. The absence must be approved in advance and may not exceed three days.

**Reference 8.**  
**HRPM EMP-1.14**  
**Permanent Internal Assignment**

**This Chapter applies to:** Non-bargaining unit employees/positions and bargaining unit employees/positions, except where the applicable collective bargaining agreement contains conflicting provisions or the subject has not been negotiated.

**Chapter established on:** February 1, 1999

**This version effective:** December 20, 2010

**Background information:** This version replaces EMP-1.14 dated April 15, 2007. With a growing population veterans and preference eligibles and greater emphasis being placed on their employment in the Federal Government, the Federal Aviation Administration seeks to expand an employment provision to reach this highly qualified pool of applicants. This version expands the personnel authority to allow eligible veterans and preference eligibles the opportunity to apply and receive consideration for a greater number of positions within the Federal Aviation Administration (FAA). Veterans and preference eligibles meeting the eligibility requirement will be able to apply to vacant positions when the FAA solicits applications from an area of consideration broader than the current permanent employees of FAA (e.g., current or former Federal employees, or qualified civil service employees), but does not include all U.S. citizens (i.e., an open competitive or public announcement).

This provision provides a similar opportunity that certain veterans and preference eligibles have when applying for positions in the competitive service.

In addition, revisions have been made to establish specific policy for temporary student employee eligibility to compete on internal competitive processes. This clarification is also reflected in Human Resources Policy Manual (HRPM) EMP-1.11 Temporary External Hiring.

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**1. General:** This section describes national policy for promoting, reassigning and otherwise placing candidates eligible for internal selection to permanent positions in the Federal Aviation Administration (FAA). FAA promotion policies and practices must conform to the merit principles adopted in FAA Personnel Management system and to the Uniform Guidelines on Employee Selection Procedures. Candidates will be considered regardless of race, color, religion, sex, sexual orientation, national origin, disability, marital status, political affiliation, or employee organization affiliation.

Also, for those organizations who have adopted FAA Core Compensation Plan or another approved compensation plan or system, any conflicting provisions of that plan or system supersede any provision outlined below.

The following categories of candidates are eligible for placement under this policy:

- Current permanent employees of FAA;
- Former permanent employees of FAA who have successfully completed a one-year probationary period;
- Current temporary employees of FAA who obtained a temporary appointment in FAA through a competitive process or were excepted from the competitive process under the provisions of EMP1.11, Temporary External Hiring;
- Current and former permanent civilian employees (or qualified civil service employees) from other competitive or excepted service agencies who have completed a one-year probationary or trial period in the competitive or excepted service (see EMP-1.4, New Hire Probationary Period); and
- Preference eligibles and veterans who are honorably discharged from the Armed Forces after completing at least three (3) years of continuous active service.

**a. Temporary employees:** Current temporary employees of FAA who obtained a temporary appointment in FAA through a competitive process or through an On-the-Spot appointment under the provisions of EMP-1.11, Temporary External Hiring may apply and compete under the provisions of this policy for permanent job opportunities in a different line of work and/or a higher grade level for which they are qualified, provided they are in the area of consideration. These employees may be converted to permanent in the same occupation

and at the same or lower grade without competition provided the position to which converted has no greater promotion potential than the position to which temporarily appointed. Current temporary employees who obtained their appointments under a special appointing authority are eligible for conversion to permanent appointment, occupations, grade and pay levels etc. consistent with the guidelines associated with the special appointing authority (e.g. OPM guidelines, FAA guidelines, etc. as appropriate). Current temporary employees who obtained their appointment through a recruitment process that limited consideration to a targeted group such as students are not eligible to compete through the internal competitive process.

**b. Veterans and preference eligibles:** This provision will be referred to as the Expanded Veterans Hiring Opportunity (EVHO). When issuing a job announcement with an area of consideration outside of the Federal Aviation Administration (i.e., the area of consideration is wider than FAA-Only but is not open to the general public/all United States citizens), applications will be accepted from preference eligibles and veterans who are honorably discharged from the Armed Forces after completing at least 3 years of continuous active duty service. This should include individuals who are released from active duty a few days before completing a 3-year tour because it is customary for the military to release individuals for the convenience of the Government. This provision provides additional opportunities for these veterans and preference eligibles to apply for FAA vacancies that would otherwise not be open to them.

For the purpose of applying these employment provisions, the following principles, practices and policies must be adhered to:

- Active service means active duty in the uniformed services and includes full-time training duty, annual training duty, full-time National Guard duty, and attendance, while in the active service, at a school designated as a service school by law or by the Secretary of the military department concerned.
- Eligible veterans or preference eligibles are not limited by the geographical area of consideration; therefore, he or she is able to apply although outside the vacancy announcement's area of consideration.
- Veterans and preference eligibles are considered in the same manner as any other candidate.
- Veterans' preference is not applicable in certification and selection under these provisions.
- Veterans or preference eligibles selected under these policy provisions will receive a permanent excepted appointment subject to the requirements of HRPM EMP 1.4 New Hire Probationary Period, as applicable.
- Documentation is required to support the candidate's eligibility to apply for this position.
- The servicing Human Resource Management Office (HRMO) reserves the right to determine whether the period of active service is substantially continuous and meets

the 3 year requirement as specified above.

**Note:** The servicing Human Resource Management Office (HRMO) should review the HROI on Required Staffing and Recruitment Forms to ensure the proper forms are used.

**2.Delegation of Authority:** To the extent delegated within their own Lines of Business or Staff Office (LOB/SO), selecting officials have the authority to determine whether permanent internal assignments will be filled competitively or non-competitively in accordance with this policy. They may also determine the method of identifying or soliciting candidates, including the area of consideration and, if competitive procedures are used, whether candidates should be ranked numerically, grouped into well-qualified and qualified, or both. Considerable latitude has been allowed individual organizations (LOB/SOs) to supplement the broad guidance in this document to ensure that the program affords appointing authorities flexibility to manage their own promotion programs.

**3.Applicability:** Competitive procedures must be applied (other than to Executive System positions) except when:

- A position is upgraded as a result of reorganization, facility upgrade, accretion of duties, or application of a new classification standard;
- A current employee is assigned to a position at his/her same or lower grade/level provided the target grade/level is no higher than the grade or target level of any position he/she previously held on a permanent basis;
- An employee is promoted up to and including the target grade/level of his/her job provided he/she competed for the job and the target level was included on the vacancy announcement;
- An employee is re-promoted to a grade or level previously held on a permanent basis in the competitive or excepted service provided separation from that grade or level was not based on a performance or conduct action;
- An employee's temporary promotion is made permanent provided the temporary promotion was made using competitive procedures and the fact that it might become permanent was included on the vacancy announcement;
- An employee is promoted to the most common full performance level for an occupation or occupational group;
- Permitted by reduction-in-force policies and procedures;
- An employee is selected under priority consideration resulting from corrective action associated with a previous promotion action (e.g. failure to receive proper consideration); or

A former permanent civilian federal employee is reinstated to a position having no higher grade than the highest permanent grade/level held. All candidates must meet the established qualification requirements or alternatives in accordance with the guidelines contained in EMP-1.7, Qualification Requirements.

**4. Competitive Selection Process:** A competitive selection process is required for permanent promotions or assignment to positions with promotion potential under all circumstances not described above. The following elements are required:

- a. Assessing job duties and responsibilities to identify the knowledge, skills, abilities, and other characteristics (KSAO's) required to perform the job successfully;
- b. Developing criteria against which eligible applicants will be evaluated;
- c. Searching for candidates through a large enough area to provide an adequate number of well-qualified candidates to meet FAA staffing needs; and
- d. Assessing qualified applicants against the criteria.

When competitive processes are used, candidates must meet the qualification requirements as of the closing date of the announcement. Selective placement factors may be used if appropriate. Written tests may only be administered if they have been validated in accordance with the Uniform Guidelines on Employee Selection Procedures.

**5. Candidate Ranking/Grouping:** When using competitive procedures, selecting officials have the discretion to decide whether to request that all qualified candidates be referred or have them:

- ranked according to numerical score;
- grouped according to "qualified" or "well-qualified" categories, or,
- Both.

**6. Title** A number of recruiting methods may be used to locate candidates. These methods may only be used after Priority Selection or Consideration candidates receive their entitlements as outlined in EMP1.9, Selection Priority.

A LOB/SO may draft a vacancy announcement, recruitment bulletin or email message; however, the servicing Human Resource Management Office (HRMO) must approve and issue the recruitment solicitation.

A LOB/SO may issue, without approval by the HRMO, a non-competitive action in the immediate organizational unit under the purview of the selecting official. An example is a branch manager who has a vacancy in his/her branch and wants to non-competitively detail or temporarily promote someone from within the branch. **Note:** This type of action is temporary; therefore, time limits are required on the duration of the appointment.

**a. Automatic consideration:** This is a competitive internal process which involves automatically referring all eligible employees within a defined area of consideration to the selecting official for consideration. When using automatic consideration, the

LOB/SO must ensure that all qualified candidates are considered who fall within the immediate organizational unit under the purview of the selecting official. Automatic consideration cannot be used to promote an employee to a significantly different occupational family or job category, unless the employee had formerly or currently held that position. Nor may it be used to move an employee into his/her first supervisory or managerial assignment.

**b. Vacancy announcements:** Referral lists are issued based on the type of vacancy announcement. An external announcement can be used to recruit from both inside and outside the federal government and is covered in EMP-1.10, Permanent External Hiring. If the selecting official wants to consider internal applicants separately from external applicants and receive two separate referral lists, two announcements must be issued.

The selecting official, in consultation with the servicing HRMO may select an area of consideration beyond the minimum that he/she feels will produce a sufficient number of qualified candidates. Applicants outside the announced area of consideration will not be referred for consideration, except veterans or preference eligibles meeting the requirements under Paragraph 1(b).

When seeking job applicants using vacancy announcements, the format and required elements established in the SWIFT (Selections Within Faster Times), REVAMP (Remote Electronic Vacancy Announcements for Merit Promotion), AVIATOR (Automated Vacancy Information Access Tool for On-Line Referral), or other automated system subsequently adopted will be used. AHR will manage and maintain the automated system and ensure the system's procedures and statements meet all applicable requirements. A vacancy announcement must be left open for a minimum of five workdays. A decision to keep a vacancy announcement open for more than five days is left to the discretion of the LOB/SO and after consultation with the servicing HRMO. In making this decision, it is expected that a reasonable amount of time be given for candidates to prepare and deliver an application package. Applications must be received by the closing date in order to be considered.

All vacancy announcements will state whether or not Permanent Change of Station (PCS) benefits, either full or partial, will be paid. If a position requires the submission of a financial disclosure statement it should be indicated on the announcement. FAA policy has strict limitations on the types of financial investments FAA employees may hold in aviation related companies.

Employees and their supervisors are responsible for ensuring that employees who are absent on detail, leave, training, or other absences of a temporary nature are considered for opportunities for which they are interested. Each LOB has the authority to establish procedures to ensure their employees who are absent are considered for opportunities.

**7. Referral Lists:** The list of eligible applicants will be developed by the servicing HRMO. The format of a referral list may vary depending upon the assessment method chosen by the



selecting official. Use the Merit Selection Certificate (PDF) for referring qualified candidates to a line of business (LOB) or Staff office (SO) for selection consideration under the Remote Electronic Vacancy Announcements for Merit Promotion (REVAMP) system. The Automated Vacancy Information Access Tool for On-Line Referral (AVIATOR) [or formerly the Automated Staffing and Application Process (ASAP)] generates its own referral list form. The form must be kept in the Merit Promotion File (MPF). There is no minimum or maximum number of qualified candidates that can be referred to the selecting official.

Selecting officials have the discretion to decide whom to interview (see EMP-1.8, Interview Policy).

Selections may be made from referral lists for up to 90 days after the list is issued. The list may be extended for up to an additional 90 days upon request by the selecting official, only under extenuating circumstances.

**8. Selection:** The authority to make tentative and formal job offers is the responsibility of the servicing HRMO.

Selected employees shall be released to begin their new positions as soon as practicable. This should occur no later than 2 pay periods from the date the losing organization is notified of the selection unless otherwise negotiated by the gaining and losing officials.

**9. Employee Requested Reassignments:** An employee may initiate a request for reassignment outside of the announced vacancy process. These candidates must be eligible for non-competitive permanent internal assignment under the provisions of Paragraph 3, above, and must submit written requests for reassignment directly to the LOB/SO in which they seek assignment. Requests may be for positions within or outside of their current organization and may involve a move from one geographic location to another. Consideration shall be given to such requests according to the needs of FAA. Relocation benefits will not normally be paid.

If a request for reassignment to the same or lower grade/level is to a job series different from that of the position held by the employee, the receiving LOB/SO must consult with the servicing HRMO prior to selection to determine if the employee meets the qualification requirements for the requested position.

**10. Administrative Reassignment:** After coordinating with the servicing HRMO, the LOB/SO managers may reassign employees involuntarily without loss in grade or base pay from one position to another, within or outside the local commuting area, when such action is considered to be in the best interest of FAA. Management must ensure that administrative reassignments and relocation actions are not arbitrary, capricious or unreasonable, and that in all cases they are based on sound management considerations.

When an administrative reassignment or relocation is contemplated, the employee must be fully informed of the reasons why the action must be taken. The personal interests and desires of the employee shall be carefully considered, but the final decision on any such proposed action shall be decided according to the needs of FAA. When an administrative

reassignment requires an employee to relocate, the employee shall, under normal circumstances, be given 60 days advance notice of the reassignment date. In unusual circumstances this may be reduced to advance notice of 30 days. FAA will pay travel and transportation costs that are incurred in connection with an involuntary reassignment that results in required relocation.

Unless the loss of the employee would clearly be disadvantageous to FAA, management officials shall initiate separation action when an employee refuses to accept a position change in accordance with this policy. An employee who declines to accept a position offered outside his/her commuting area might be eligible for a discontinued service retirement if he/she meets certain conditions. Officials exercising the authority to administratively reassign an employee, and who anticipate an employee applying for a discontinued service retirement, must coordinate with their servicing HRMO in advance.

FAA management reserves the right to assign work. As such, administrative relocations and in-grade/inevel reassignments effected under this policy may not be appealed. Separation from FAA for failure to accept such relocation or reassignment, however, may be appealed using FAA's Guaranteed Fair Treatment policy (see FAA National PRIB #17, Guaranteed Fair Treatment).

In addition, management initiated actions, which would result in a change to lower grade, a change to a lower pay band, or a reduction in base pay must be handled in accordance with the provisions of FAA's Guaranteed Fair Treatment policy.

**11. Job Consideration Process as a Result of a Medical Standards Disqualification:**

Bargaining agreements must be consulted in determining options available for bargaining unit employees. Some FAA positions require that employees maintain medical standards as a condition of employment. The Office of Aviation Medicine is responsible for maintaining medical records for all employees required to maintain medical standards as a condition of employment. If the Federal Air Surgeon or his/her designee determines that an employee no longer meets these requirements, he/she will inform the employee of this determination through the employee's line of business. This notification will also include the employee's rights for reconsideration, if appropriate. All appeals of the medical determination must be made through the Federal Air Surgeon's office. Determination by the Federal Air Surgeon or his/her designee that an employee no longer meets the medical requirements does not automatically initiate and/or guarantee the approval of a reasonable accommodation request as noted in paragraph 12 of this policy chapter. The requirements and procedures for a reasonable accommodation request are different.

When it has been determined that an employee is no longer able to meet the medical standards of his/her current position, the employee may request consideration for another position. The employee's servicing HRMO must be notified to begin their review of vacant positions. He/she may be considered for vacant positions for which qualified within his/her commuting area. Qualification requirements may be waived if a determination is made that the employee can safely perform the duties of the position without an undue interruption to the work program and it is in the best interest of the employee and FAA. The servicing

HRMO is responsible for making all qualifications determinations and acting upon requests for waivers to qualifications. The HRMO has the primary responsibility for counseling employees on their job possibilities as well as their right to apply for other benefits such as disability retirement or worker's compensation, if applicable.

**12. Job Consideration Process as a Result of a Reasonable Accommodation Request:** In compliance with Executive Order 13164 and the Department of Transportation (DOT) Order 1011.1, FAA has established written procedures that must be followed by FAA managers and employees when processing a request for accommodation by a qualified individual with a disability on his/her current position. For information on the complete process refer to the following: FAA Order 1400.12. In some cases the decision-maker (normally the employee's first level supervisor) may determine that an employee cannot be accommodated on his/her current position and that a job search for a vacant position needs to be initiated. This job consideration process should only be considered when an employee with a disability cannot perform the essential functions of his or her current position and no accommodation is possible in that position, or if the only effective accommodation would pose an undue hardship on the Department. The employee must be able to perform the essential functions of the new position, with or without reasonable accommodation.

**Note:** Some FAA positions require that employees maintain medical standards as a condition of employment. Determination by the Federal Air Surgeon or his/her designee that an employee no longer meets these requirements does not automatically initiate and/or guarantee the approval of a reasonable accommodation request. Before any reasonable accommodation request can be processed and/or approved the requirements and procedures as outlined in DOT Order 1011.1 DOT Procedures for the Processing of Requests for Reasonable Accommodation by DOT Job Applicants and Employees with Disabilities and FAA Order 1400.12 Processing Accommodation Requests for People with Disabilities must be followed. For information on the job consideration process as a result of a medical disqualification please refer to paragraph 11 of this policy chapter.

**13. Employee Inquiries:** Upon request, the following information shall be made available to employees:

- a. Information about the qualification requirements, evaluation criteria, and evaluation methods used in selecting candidates for promotion to positions in which they are interested.
- b. Information on the various methods of selecting candidates and filling vacancies.
- c. Whether the employee was considered for promotion and, if so, whether he/she was found qualified on the basis of the minimum qualifications requirements for the position.
- d. Whether the employee was one of those in the group from which selection was made; i.e., one of the best qualified candidates who appeared on the promotion list.
- e. An individual may obtain records used in considering him/her for promotion; however

records and documents used in considering other candidates shall be released only in accordance with and to the extent permitted by the Privacy Act.

f. Who was selected for the position.

Evaluation plans, crediting plans and scores or cut-off scores developed under this program are considered test materials and must be safeguarded in accordance with generally accepted security provisions. These items are exempt from provisions of the Freedom of Information Act, Exemption 2.

Failure of a candidate to be selected from among a group of properly certified candidates is not a basis for formal grievance in accordance with Chapter 3, Section 4 of FAA PMS.

**14. Promotion Violations and Corrective Action:** Violation of FAA's promotion policy may result in two types of consequences: (1) an employee is improperly denied consideration for a position; or (2) an employee is selected who either does not meet the qualification requirements or did not meet other eligibility requirements for the position at the time of promotion.

An employee who was improperly denied consideration for a promotion opportunity will be considered for future vacancies in accordance with EMP-1.9, Selection Priority. In general, an erroneously promoted employee may be retained in the position only if reconstructing the action shows that the employee could have been selected had the proper procedures been followed and the employee now meets the necessary qualification requirements. This must be substantiated by the selecting official and approved by the Human Resource Management Officer in the servicing human resource management office.

If an erroneously promoted employee is not retained, he or she must be returned to his/her former position or placed in another position at the equivalent grade or level within the geographic region.

Supervisors and management officials are responsible for ensuring that the promotion policy is followed and that violations of it do not occur. The responsible official shall be informed of a violation when it occurs and advised as to how to avoid this in the future. Additionally, action may be taken against the responsible official depending upon the nature and severity of the violation.

**15. Documentation:** Documentation of competitive placement actions is essential to the reconstruction of the evaluation and selection process. Documentation must be retained for 2 years from the closing date of the vacancy announcement. The servicing Human Resource Management Office (HRMO) should review the HROI on Required Staffing and Recruitment Forms to ensure the proper forms are used in this process. If an individual files an EEO

complaint or any other claim or grievance related to the placement, the records must be retained until the Office of the Chief Counsel/Regional Counsel advises that the matter is closed.

**16. Appendices:** Dispensation of appendices to FAPM Letter 330-4, Merit Promotion Program:

- Appendices 1-5 have been previously canceled.
- Appendix 6: FAA Academy Instructor Selection, Training, and Career Development
- Appendix 7: Airway Facilities National Selection System was canceled as of March 1996.(See AF Order 3330.1 - Airway Facilities Managerial Selection Process)
- Appendix 8: Air Traffic National Selection Process
- Appendix 9: Air Traffic Career Progression Plan
- Appendix 10: Previously withdrawn.
- Appendix 11: Canceled as of October 1995.
- Appendix 12: Previously withdrawn.
- Appendix 13. NAS Development Program Manager Selection System.