

# Agreement

between the

**National Association of  
Government Employees  
(SEIU)**

and the

**Federal Aviation Administration  
U.S. Department of Transportation**

February 6, 2014



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## ARTICLE 1

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### Parties To The Agreement

**SECTION 1.** This Agreement is made by and between the National Association of Government Employees, SEIU (hereinafter “the Union”), and the Federal Aviation Administration, Department of Transportation (hereinafter “the Agency”). The Union and the Agency are referred to collectively herein as “the Parties.”

## ARTICLE 2

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### Union Recognition And Representation

**SECTION 1.** The Agency hereby recognizes the Union as the exclusive bargaining representative of the Air Traffic Assistants/ Flight Data Communication Specialists (hereinafter “ATA(s)”, “FDCS(s)”, or, “Specialist(s)”), FG-2154 series, located in terminals and en route facilities, as certified by the Federal Labor Relations Authority (FLRA) on 9 September 1993 and amended on 10 March 1995.

**SECTION 2.** If the bargaining unit described in Section 1 is amended to include other employees, those employees must be covered by this Agreement.

**SECTION 3.** The Union may designate one (1) Facility Representative and one (1) designee for each facility. Only the Facility Representative and/or a designee may deal with the Air Traffic Manager and/or a designee. On each tour of duty, the first and second-level supervisors will deal with the Facility Representative or designee. The designation of all Agency and Union representatives must be in writing. Each facility representative will represent only employees of the specific facility(ies) he/she has been appointed by the Union to serve. The representative of the Union for administration and implementation of this Agreement will be the duly elected or appointed President of the Local or the Person whom he/she designates in writing to act in his/her place.

**SECTION 4.** When the Union designates a nonresident Facility Representative, at the facility at which he/she is employed, he/she must be made available to carry out his/her functions under this

Agreement. Absent an emergency or other special circumstance, the release of the union representative shall not be unreasonably delayed. A nonresident Facility Representative is entitled to official time to perform representational duties for the facility being represented, but is not entitled to official time for travel or to travel and per diem allowances. The management representative assigned to the facility at which the Union has designated a nonresident Facility Representative must deal with the nonresident Facility Representative in person, via telephone, by letter or otherwise mutually agreeable method on all matters covered under this Agreement or otherwise required by law. Any Union official and/or a designee must be permitted to visit air traffic facilities to perform representational duties, subject to prior notification.

**SECTION 5.** During meetings between the Air Traffic Manager and/or a designee and the Facility Representative or a designee, the Facility Representative may bring an additional representative(s), staffing and workload permitting. To the extent possible, meetings between facility management and the facility union representative should be scheduled during the facility representative's scheduled tour of duty. At any meeting called by the Air Traffic Manager or a designee, the Union participant(s) must be on official time, if otherwise in a duty status.

**SECTION 6.** The Parties agree to meet and deal at the national level with the National Officers of the Union and/or their designees and the National Officials of the Agency and/or their designees.

**SECTION 7.** The normal point of contact at the regional level must be the appropriate Service Area Director for the affected facility(s) or a designee and the Union's National Executive President (NEP) or a designee.

**SECTION 8.** When other qualified employees are available, the Facility Representative or a designee must not be required to temporarily perform supervisory duties. When a Facility Representative is detailed to a supervisory position, the Union must name a designee to act in his/her place as a Union representative.

**SECTION 9.** 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. The Union will keep the Agency advised in writing of the names of its representatives. Notification will be made at the appropriate levels as set forth in sections 5 through 7 above.

**SECTION 10.** Visits to other Agency facilities by NAGE officers will be allowed provided such visits are coordinated in advance with the facility manager or designee.

**SECTION 11.** The Facility Representative, or his/her designee, will be granted official time, if otherwise in a duty status, for short periods of time, ordinarily not to exceed two hours at a time, to attend monthly teleconferences by the Union for training relating to the Federal Labor Relations Program. The Union must provide the Agency at the national level a copy of the agenda for the training at least thirty (30) days in advance. Determinations as to whether an individual can be spared from duty shall be made by the Agency, based on staffing and workload.

**SECTION 12.** A Facility Representative or a designee must be allowed up to sixty (60) minutes for confidential orientation of new facility employees to explain local facility policies and practices and the role and responsibilities of the Union.

**SECTION 13.** Absent an emergency or other special circumstance, if otherwise in a duty status, each Facility Representative must be granted official time, not to exceed forty (40) hours, on a one-time basis in order to attend NAGE representative training for the mutual benefit of the Union and the Agency. The Union must provide a minimum of forty-five (45) days advance notice for scheduling purposes, unless otherwise mutually agreed to by the Parties.

**SECTION 14.** If joint training is not provided by the Parties within six months following the execution of this agreement, the Facility Representative or a designee must be granted sixteen (16) hours of official time to receive orientation on the meaning of the Articles of this Agreement after its implementation. In the event the Facility Representative is officially replaced, his/her successor must be

granted sixteen (16) hours of official time to receive orientation on the meaning of the Articles in this Agreement, provided they have previously not received this time.

**SECTION 15.** Subject to operational requirements, National Union officials who are elected or appointed and serve in an official capacity as representatives of the Union shall be granted the following hours to perform authorized representational duties:

- a. President – 40 hours per pay period
- b. Vice-President – 32 hours per pay period
- c. Executive Secretary – 8 hours per pay period

Additional official time is authorized for: (1) negotiations, including FMCS and FSIP proceedings; and (2) participation in contractual or Employer committees and functions, including associated travel. Travel & per diem expenses for one (1) employee/Union representative is authorized for national level negotiations, including FMCS and FSIP proceedings.

**SECTION 16.** Unless prohibited by operational requirements, each Facility Representative shall, on request, be granted a reasonable amount of official time, to perform representational duties. If the time requested cannot be granted, an alternative time will be arranged. Each request for official time will provide an estimate of the amount of time needed and enough information for management to approve the request and record its use in compliance with OPM requirements for tracking official time. The categories for recording official time are 1) Term Negotiations; 2) Mid-Term Negotiations; 3) Dispute Resolution and 4) General.

**SECTION 17.** Official time is authorized to confer with bargaining unit employees with respect to any matter for which remedial relief may be sought pursuant to this Agreement or the Federal Labor-Management Relations Statute, to include time to prepare for and participate in the following activities:

- a. Grievances, arbitrations, appeals, claims, ULPs and EEO complaints.
- b. Consultation and/or negotiations with an Agency representative.

- c. Formal discussions and Weingarten investigative interviews.
- d. Meetings with management.

**SECTION 18.** Operational needs permitting, union representatives who are on official time may pursue their representational duties off premises, unless there is an operational requirement which requires that they remain on the premises. Union representatives will not leave their assigned work area and/or assigned tasks to conduct representational duties without obtaining approval from their immediate supervisor. The facility manager may have Union representatives periodically call-in in order to be available for unexpected emergency and work exigencies.

**SECTION 19.** Unless staffing and workload do not permit:

- a. The Agency will grant annual leave or LWOP, to one delegate per facility, to attend the Union's convention. The designation of the leave to be taken will be at the discretion of the Union official. Leave requests under this Section must be submitted prior to the leave bidding process identified in Article 24 (Annual Leave) for the upcoming year.
- b. The granting of annual leave to other bargaining unit employees to attend the Union's national convention shall take precedence over the granting of requested leave to other bargaining unit employees for the date(s) indicated.

**SECTION 20.** The Agency recognizes the right of a duly recognized Union representative to express the views of the Union, provided those views are identified as Union views.

**SECTION 21.** The amounts of official time contained in this Agreement may not be increased or decreased. Exceptions to this Section may be agreed to only by the Parties at the national level.

### **ARTICLE 3**

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#### **Union Rights**

**SECTION 1.** The Union shall accept employees of the Unit as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, marital status, or physical handicap.

**SECTION 2.** The Union shall be entitled to act for and to negotiate agreements covering all employees in the bargaining unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to Union membership in matters covered by this Agreement.

**SECTION 3.** The Union retains the right to determine its representatives in accordance with Article 2 (Union Recognition and Representation). This Section applies to meetings conducted by all Management representatives, including DOT/FAA security agents, EEO investigators, and agents of the Inspector General. The above provisions shall also apply to meetings conducted by the National Transportation Safety Board (NTSB) to the extent the provisions are consistent with NTSB regulations and procedures.

**SECTION 4.** The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representative concerning any grievance or any personnel policy or practices, or other general condition of employment. The Employer shall advise the Union at the corresponding level in advance of the subject matter.

**SECTION 5.** The Agency will furnish to the Union, upon request and, to the extent not prohibited by law, data:

- a. which is normally maintained by the Agency in the regular course of business;
- b. which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- c. which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

**SECTION 6.** By mutual consent of the Employer, employee, and the Union, if requested by the employee, discussions under Section 4 of this Article may be accomplished by telephone. By mutual consent of the Employer, employee(s), and the Union, discussions under Article 4 Section 4 may be accomplished by telephone.

**SECTION 7.** A Union representative, while performing his/her representational duties, will not be required to disclose information obtained from a bargaining unit employee who is the subject of an investigation, unless the confidentiality of the conversation with the employee is waived by the representative, or an overriding need for the information is established.

## **ARTICLE 4**

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### **Employee Rights**

**SECTION 1.** Each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity, and each employee must be protected in the exercise of this right. Except as otherwise expressly provided in the Civil Service Reform Act of 1978, the right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its views to officials of the Executive Branch, Congress, or other appropriate authority. The Agency must take the action required to assure that employees in the bargaining unit are apprised of their rights under the Civil Service Reform Act of 1978 and that no interference, restraint, coercion, or discrimination is practiced within the Agency to encourage or discourage membership in the Union.

**SECTION 2.** All employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established Agency policy.

**SECTION 3.** The Agency's nepotism policies must be uniformly administered throughout the Agency. In those instances when an employee's spouse or life/domestic partner holds or accepts a position in another FAA facility, the Agency must provide priority consideration to the bargaining unit employee for in-grade/downgrade reassignment through requests for transfer procedures for bargaining unit vacancies at or near the spouse's or life/domestic partner's location before candidates under other placement actions are considered, except where priority consideration is required by

law or regulation. The Agency retains the right to fill vacancies from other available sources. In that such moves are primarily for the convenience or benefit of the employee, additional travel and transportation costs must not be allowed for the spouse or life/domestic partner beyond that he/she would be entitled to as a family member.

**SECTION 4.** An employee has a right to Union representation if he/she requests such representation at any examination in connection with an investigation if the employee reasonably believes disciplinary action could result from the examination. 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 shall be notified of the subject matter in advance. The employee shall also be notified of his/her right to be accompanied by a Union representative if he/she so desires, and shall be given a reasonable opportunity to both 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 Agency shall 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.

**SECTION 5.** Any bargaining unit employee authorized by the Agency to attend any meeting relating to the performance of his/her official duties, that is scheduled by the Agency away from the facility, shall be entitled to duty time, travel and per diem allowances, if applicable.

**SECTION 6.** An employee's off-the-job conduct shall not result in disciplinary action, unless nexus can be shown between the employee's off-duty misconduct and the efficiency of the service.

**SECTION 7.** No employee shall 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 debt has or will have a harmful effect on the performance of his/her duties, or the ability of the Agency to perform its assigned mission. The Agency shall not assist a creditor or process server in any manner, except as required by law.

**SECTION 8.** In the performance of his/her duties, or when acting within the scope of his/her employment, the employee is entitled to all protections of the Federal Employees Liability Reform and Tort Compensation Act of 1988, (P.L. 100-694) regarding personal liability for damages, loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of the employee.

**SECTION 9.** In the administration of this Agreement, employees will be treated fairly and equitably.

**SECTION 10.** All new employees shall, at time of appointment, be informed by the Agency that NAGE Local R3-10 is the exclusive representative of employees in the unit. Each new bargaining unit employee shall receive a copy of the Agreement from the Agency.

**SECTION 11.** When a written declination of criminal prosecution is received from the appropriate authority, the employee will be provided a copy.

**SECTION 12.** There shall be no prohibition on the approval of an employee's LWOP request based solely on the employee having other types of leave accrued.

**SECTION 13.** The use of personal electronic devices (televisions, radios, games, e-readers, cell phones etc.) and personal reading material are permitted only in nonoperational areas. Cell phones must be turned off in operational areas.

**SECTION 14.** Employees covered by this Agreement shall not have their reassignment unreasonably denied or delayed pending employee records/files (security, medical, OPF/EPF, or other DOT/FAA files) review and/or for inter-service area budgetary constraints.

## ARTICLE 5

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### Management Rights

**SECTION 1.** In accordance with the provisions contained in 5 USC 7106, Management rights

- a. Subject to subsection (b) of this section, nothing in this chapter must affect the authority of any management official of any agency
  1. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
  2. in accordance with applicable laws
    - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees;
    - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the agency's operations must be conducted;
    - (C) with respect to filling positions, to make selections for appointments from –
      - i. among properly ranked and certified candidates for promotions; or
      - ii. any other appropriate source; and
    - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- b. Nothing in this section must preclude the Employer and the Union from negotiating:
  1. 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, or on the technology, methods, and means of performing work;
  2. procedures which management officials of the agency must observe in exercising any authority under this section; or
  3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## ARTICLE 6

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### Legislative Activities

**SECTION 1.** Once annually, absent an emergency or other special circumstance, a block of sixteen(16) hours of official time must be granted to the Union for its national legislative representatives' participation in activities related to lobbying.

**SECTION 2.** The Union must provide the Agency at least thirty (30) days written notice indicating the date(s) and the names of those Union officials who must be utilizing this grant of time.

**SECTION 3.** The granting of this time must take precedence over the approval of pending annual leave requests for the date(s) requested

## ARTICLE 7

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### Mid-Term Bargaining

**SECTION 1.** Definitions. For the purpose of this Agreement and all amendments and supplements hereto, the following terms are defined:

- a. Mid-Term Bargaining. All negotiations which take place during the life of this Agreement concerning changes to conditions of employment not covered by the terms of this Agreement; or conditions of employment covered by the Agreement pursuant to Article 102 (Duration of the Agreement).
- b. Impact and Implementation Bargaining. All negotiations regarding procedures Management will follow in implementing decisions resulting from the exercise of its reserved rights under Section 7106 of the Federal Service Labor-Management Relations Statute and appropriate arrangements for employees adversely affected by those decisions when such decisions concern changes to conditions of employment.

**SECTION 2.** Procedure for Bargaining. This procedure is applicable to Mid-Term and Impact and Implementation Bargaining as defined in Section 1 above:

- a. The Employer shall notify the Union, thirty (30) days prior to the planned implementation of a proposed change to conditions of employment. A written notice will be provided to the Union

of the proposed change, the reason for the change, and the proposed effective date of the change. It is agreed longer notice periods are in the best interest of the Parties and should be provided whenever feasible.

- b. The Union shall have thirty (30) calendar days from the date of notification to request bargaining and to forward written proposals to the Employer.
- c. If the Union desires a meeting to discuss the Employer's proposal prior to submission of its comments or proposals, the Union must request such a meeting within fifteen (15) calendar days of the notice informing the Union of the proposed change. The Agency will schedule the meeting to take place within ten (10) days from the Union's request. If the Agency fails to schedule the meeting within 25 days of the notification, the time frame for the submission of proposals by the Union shall be extended by a number of days equivalent to the delay, not to exceed ten (10) days.
- d. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).
- e. "Days" refers to calendar days.
- f. The Employer shall have thirty (30) calendar days from the date of receipt of a Union initiated proposed change to conditions of employment to forward written proposals to the Union. If the Agency wants a briefing they must request it within fifteen (15) days of receipt of the notice. Bargaining will commence within ten (10) calendar days after receipt of the Agency's proposals, unless otherwise agreed upon by the Parties.

**SECTION 3.** If the Parties are unable to resolve a dispute, they are free to pursue whatever course of action is available to them under the Federal Service Labor-Management Relations Statute or other relevant statutes/law. However, by mutual agreement, if the Parties at the facility level are unable to reach an agreement, the issue may be escalated within ten (10) calendar days to the National level. Unless otherwise permitted by law or this Article, no changes will be implemented by the Agency until all negotiations have been completed including any impasse proceedings.

**SECTION 4.** Notice of proposed changes to conditions of employment at the local level shall be forwarded in writing to the facility representative. Changes initiated at either the National level or the regional level shall be forwarded in writing to the Union President.

**SECTION 5.** The Parties at the facility or national levels may enter into written agreements on local and national issues that do not conflict with this Agreement. Such agreements must be approved in accordance with 5 USC 7114(c).

**SECTION 6.** The Union, under this Article, will be authorized an equal number of representatives on official time to conduct negotiations in accordance with 5 USC 7131. The time limits under this Article may be extended by mutual agreement of the Parties.

**SECTION 7.** Timelines in this Article may be extended by mutual agreement of the Parties.

**SECTION 8.** Upon the effective date of this Agreement, all memoranda of agreement, memoranda of understanding, and other written or oral agreements whether formal or informal will expire except for those specifically identified in the Appendix. Local MOUs for basic watch schedules, scheduling annual leave and the distribution of overtime will remain in effect until the expressed date of expiration. Past practices remain in effect until management notifies the Union of their intention to change the practice and bargaining on this change is completed. Nothing in this section must be construed as a waiver of the Union's right to mid-term bargaining under this Article.

## **ARTICLE 8**

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### **Probationary Employee**

**SECTION 1.** A probationary employee is an employee who has not completed one (1) year of Federal civil service. Agency employees who have applied for and been accepted for 2154 positions who have previously completed a one (1) year probationary period in their old job series shall not be required to serve another probationary period.

## ARTICLE 9

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### Grievance Procedure

**SECTION 1.** A grievance is defined as any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any unit employee; or
- c. By a unit employee or either Party concerning any claimed violation, misinterpretation, or misapplication of any law, rule, regulation, or this Agreement affecting conditions of employment.

The Agency recognizes that employees are entitled to file and seek resolution of grievances under the provisions of the negotiated grievance procedure. The Agency agrees not to interfere with, restrain, coerce, or engage in any reprisal against any employee or Union representative for exercising rights under this Article.

**SECTION 2.** This procedure provides for the timely consideration of grievances. Except as limited or modified by Sections 3, 4, and/or 5, it must be the exclusive procedure available to the Parties and the employees in the unit for resolving grievances. Any employee, group of employees or the Parties may file a grievance under this procedure.

The Parties must cooperate to resolve grievances informally at the earliest possible time and at the lowest possible supervisory level.

**SECTION 3.** This procedure must not apply to any grievance concerning:

- a. Any claimed violation of subchapter III of Chapter 73, Title 5 USC (relating to prohibited political activities);
- b. Retirement, life insurance or health insurance;
- c. A suspension or removal under Section 7532, Title 5 USC (relating to national security matters);
- d. Any examination, certification or appointment (Title 5 USC 7121 (c)(4));

- e. The classification of any position which does not result in the reduction-in-grade or pay of any employee;
- f. The removal of probationers.

**SECTION 4.** An employee, against whom an adverse action is taken, or who believes that discriminatory practices have resulted in a prohibited personnel practice/action, as set forth in the FAA Personnel Management System (PMS), and applicable statutes, regulations or orders/directives, has the option of utilizing this grievance procedure or any other procedures available in law or regulation, but not both.

**SECTION 5.** The Parties reserve their rights to all applicable statutory appeal procedures.

**SECTION 6.** Employees are entitled to be assisted by the Union in the presentation of grievances. Any employee covered by this procedure may present grievances without the assistance of the exclusive representative, as long as the exclusive representative has been given the opportunity to be present during the grievance proceedings. No other individual(s) may serve as the employee's representative in the processing of a grievance under this procedure, unless designated by the Union. The right of individual presentation does not include the right of taking the matter to arbitration unless the Union agrees to do so.

**SECTION 7. GRIEVANCE PROCEDURES:**

Grievance(s) must include:

- a. Date of alleged violation and date submitted;
- b. Name of the grievant;
- c. The name of his/her Union representative;
- d. Issue(s)/subject;
- e. Statement of facts and description of dispute;
- f. Alleged contractual provision(s) violated.
- g. Remedy sought;
- h. Whether or not a meeting is requested.

**Grievances. Step 1.** An aggrieved employee's grievance, filed by either the employee or the Union on behalf of an employee(s), must be submitted, in writing, to his/her immediate supervisor (who may be the Air Traffic Manager) within thirty (30) calendar days of the event giving rise to the grievance or within thirty (30) calendar days of the time the employee may have been reasonably expected to have learned of the event. If the employee's immediate supervisor is not on duty, the employee may submit the grievance to any agent of management who is on duty during the employee's shift. If requested, the agent must sign for receipt of the grievance. When an alleged violation involves more than one employee, the Union is encouraged to file one grievance on behalf of all affected employees. If requested on the grievance submission, the Agency must promptly arrange for a meeting at a mutually agreeable time, to occur no later than ten (10) calendar days following the date the grievance is submitted. The employee and his/her representative must be given a reasonable amount of time to present the grievance. The Agency Step 1 deciding official must answer the grievance in writing within twenty (20) calendar days following the meeting, or within twenty (20) calendar days following the submission of the grievance. If the grievance is denied, the reasons for denial must be in the written response. The decision must be delivered personally to the employee and his/her Union representative, if they are on duty. Otherwise, another appropriate method of delivery must be used. Grievances concerning disciplinary/adverse actions filed by the Union or the employee should be submitted beginning with Step 2, rather than Step 1, no later than thirty (30) calendar days after the effective date of the disciplinary/adverse action.

**Step 2.** If the employee or the Union is not satisfied with the Step 1 answer, an appeal to the next level may be filed within twenty (20) calendar days following the receipt of the answer or the day the answer was due. In those facilities where the Air Traffic Manager is also the supervisor, the District Manager or his/her designee must be the official to hear the grievance at this Step. In such cases, the grievance may be submitted through the Air Traffic Manager. The Agency Step 2 deciding official must answer the grievance in writing within twenty (20) calendar days following the meeting, or within twenty (20) calendar days following the submission of the

grievance. If the grievance is denied, the reasons for denial must be in the written response. In disciplinary/adverse action cases, the employee and his/her representative may request a meeting prior to a decision being made by the Agency Step 2 official. This meeting must be scheduled within seven (7) days. The grievant and/or the Union advocate must be given a reasonable amount of official time to present the grievance. The Agency Step 2 deciding official must answer the grievance in writing within seven (7) calendar days following the meeting, or within seven (7) calendar days following the submission of the grievance if no meeting is requested. If the grievance is denied, the reasons for denial must be in the written response. Decisions must be delivered personally to the employee and his/her Union representative, if they are on duty. Otherwise, another appropriate method of delivery must be used.

**National Level Grievances.** In the case of any grievance filed by the Union or the Agency at the national level, the moving Party must, at that level, initiate the grievance within thirty (30) calendar days of the event giving rise to the grievance or within thirty (30) calendar days of the time the moving Party may have been reasonably expected to have learned of the event. A grievance filed at the national level by the Union must be submitted to the Director, Office of Labor and Employee Relations. A grievance filed at the national level by the Agency must be submitted to the NAGE President. A response is due from the responding party within thirty (30) days of receipt of the grievance unless an extension is granted. Grievances filed at the national level must involve issues of contract interpretation that affect employees in more than one region.

**SECTION 8.** If the employee is in a duty status, a reasonable amount of duty time will be granted to the aggrieved employee to prepare and present a grievance on the Employer's premises through this grievance procedure; however, no overtime will be paid/authorized to any such employee. An employee desiring duty time for the foregoing purposes shall inform his/her immediate supervisor, if available, or the reason he/she desires to absent him/herself from his/her facility. The Union Representative shall be given a reasonable amount of official time to prepare and present grievances filed by the union, to confer with employees seeking to file a grievance and to assist the employee with the presentation of the grievance.

**SECTION 9. PRE-ARBITRATION REVIEW.** Once a year the Parties at the national level shall meet to review all outstanding grievances appealed to arbitration. Cases shall be withdrawn, settled or scheduled for arbitration. Where appropriate the Parties will consolidate cases with the same issue with similar fact circumstances and select a lead case. The Parties may discuss any other issues arising from the grievance/arbitration process to seek resolution. This review will include the selection or retention of arbitrators on the Parties panels at the national level.

**SECTION 10. SETTLEMENTS.** All settlement agreements whether produced at Step 1, Step 2 or pre-arbitration, must be reduced to writing. Settlements shall not be cited in other cases except to the extent permitted by the settlement and, unless agreed to within the settlement provisions, shall not establish precedent.

**SECTION 11. ARBITRATION.** If the Union is not satisfied with the Step 2 decision, the Union at the national level may, within thirty (30) calendar days following receipt of the Step 2 decision or the date the answer was due, notify the Director, Office of Labor and Employee Relations, that it desires the matter be submitted to arbitration. Such notification must be via certified mail or other similar system that requires a signature upon receipt. If the grievance originated at the national level and the moving Party is not satisfied with the decision, they must advise the respondent at the national level by certified mail or other similar system that require a signature, they desire the matter to be submitted to arbitration, within thirty (30) days following the receipt of the respondent's answer or the date the answer was due.

- a. The Parties must create a national panel of three (3) to five (5) mutually agreeable arbitrators and a panel of five (5) mutually agreeable arbitrators in each FAA region. Arbitrators selected for panels must also agree to hear expedited arbitration cases. Within sixty (60) days from the effective date of this Agreement, the Parties must meet for the purpose of selecting arbitrators for the remainder of the current calendar year. Thereafter the Parties shall meet once annually to select the arbitration panels at the national and regional levels.

- b. An arbitrator on the panel may be removed from the list by either Party by giving a thirty (30) day written notice to the arbitrator with a copy to the other Party. Upon receipt of written notice, no further cases must be assigned to that arbitrator, but the arbitrator must hear and decide any case(s) already assigned to him/her. Additionally, the Parties may mutually agree to remove an arbitrator from the panel at any time. In any case where an arbitrator has been removed, another arbitrator must be mutually selected to fill the vacancy.
- c. Within ten (10) calendar days after a request for arbitration, the Parties must meet for the purpose of mutually selecting an arbitrator from the panel or by alternately striking names until one (1) remains. The Parties agree to cooperate in the scheduling process to ensure cases are heard as expeditiously as possible. As a general concept, cases must be scheduled in order of receipt of the request. Once an arbitrator has been selected, the arbitrator must be contacted within seven (7) days for available dates. The Parties must normally secure the first available mutually agreed upon date. The scheduling process must normally be completed within thirty (30) days from the date of receipt of a request for arbitration. If, after requesting arbitration, the Union fails, for a period of one hundred eighty (180) days, to participate in the scheduling of a case before an arbitrator, any continuing liability must be tolled. After arbitration is requested, if one Party fails to participate in the scheduling of the case before an arbitrator for three hundred sixty (360) days, the other party may unilaterally schedule the case for arbitration. The Party scheduling the case for arbitration must send out a notice of the date and time.
- d. For grievances filed under any section of this Article, once a date has been scheduled, any changes to scheduled hearing dates must be mutually agreed upon by the Parties. In the event of a cancellation by the arbitrator, the moving Party may request the selection process be restarted in accordance with this Section. The grievance must be heard at a site mutually agreeable to the Parties. In the event the Parties cannot agree on the date(s) or location, the arbitrator must be contacted to make the decision.
- e. The arbitrator must submit his/her decision to the Agency advocate and the Union advocate, as soon as possible, but in

no event later than thirty (30) calendar 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.

- f. When the grievance is denied in full or sustained in full, the arbitrator's fees and expenses must be borne by the Party that did not prevail. The arbitration decision must be sustained in full or denied in full for the said Party to incur the arbitrator's fees and expenses. In all other cases submitted for arbitration that are not sustained in full or denied in full, the arbitrator's fees and expenses of arbitration incurred must be borne equally by the Parties.
- g. The Parties must mutually agree to any postponement or cancellation of any scheduled arbitration hearing. Unless mutually agreed upon, any costs associated with the cancellation of arbitration must be borne by the cancelling Party. If a verbatim transcript of the hearing is made and either Party desires a copy of the transcript, that Party must bear the expense of the copy or copies they obtain. The Parties must share equally the cost of the transcript, if any, supplied to the arbitrator.
- h. The arbitrator must confine himself/herself to the precise issue(s) submitted for arbitration and will have no authority to determine any other issue(s) not so submitted to him/her.

## **SECTION 12. EXPEDITED ARBITRATION:**

- a. The Union at the national level may elect to expedite the scheduling of a disciplinary/adverse action. To expedite the scheduling of a disciplinary/adverse action, the Union must within twenty (20) days calendar days following receipt of the denial of the Step 2 grievance, notify the Director, Office of Labor and Employee Relations, that it desires the matter be submitted to expedited arbitration. This request must include a completed grievance as described in Section 7. Within fifteen (15) calendar days after receipt of the request, arbitrators from the regional or national panel, as appropriate, must be polled for available dates. Unless mutually agreed otherwise, the arbitrator with the first available date must normally be used. In the event of a tie, an arbitrator must be selected by alternately striking names until one (1) remains. The arbitrator must issue a decision

as soon as possible, but no later than twenty-one (21) calendar days after the hearing has been held.

- b. The hearing must be conducted as soon as possible and will be informal in nature. Unless otherwise agreed to by mutual consent, there will be no briefs or official transcripts in disciplinary actions of less than 15 days. For disciplinary actions of 15 days or greater, the necessity for transcripts or filing of briefs must be determined on a case-by-case basis. The election of either Party to request a transcript and/or file a post-hearing brief must not delay the time frame for the arbitrator to render his/her decision.

**SECTION 13. UNION ADVOCATE.** The Union advocate, if an employee of the FAA, must be granted sixteen (16) hours of official time for preparation for the hearing. Additional release time may be granted, unless staffing and workload do not permit. Such time may be annual leave, leave without pay, or a combination thereof at the discretion of the employee. If the Union advocate elects to submit a post hearing brief, the Union's case advocate, if an employee of the FAA, must be granted annual leave or leave without pay unless staffing and workload do not permit. Leave without pay must not exceed twenty-four (24) hours for this purpose.

**SECTION 14. WITNESSES.** FAA employees who are called as witnesses must be in a duty status, if otherwise in a duty status, including reasonable travel time. An employee called by either party to be a witness shall have their schedule adjusted to allow them to appear in a duty status, staffing and workload permitting. The Parties will exchange lists of potential witnesses to an arbitration hearing fourteen (14) days prior to the scheduled hearing. Each Party will bear the expense of its own witnesses who are not employed by the FAA.

**SECTION 15.** Failure of the moving Party to proceed with a grievance within any of the time limits specified in this procedure will render the grievance void or settled on the basis of the last decision given by the respondent, unless an extension of time limits has been agreed upon. Failure of the respondent to render a decision or conduct a meeting within any time limits specified in this procedure will entitle the moving Party to progress the grievance to

the next step without a decision. Any time limits contained in this Article may be extended by mutual agreement of the Parties at the appropriate level. A request for extension may be made orally, but approval will be in writing (including e-mail) and given within three (3) workdays after the request is made.

**SECTION 16.** The Parties may, by mutual agreement, stipulate the facts and the issue(s) in a particular case directly to an arbitrator for decision without a formal hearing. Argument will be by written brief.

**SECTION 17.** 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 must be submitted to the arbitrator for decision.

**SECTION 18.** In the handling of grievances under this Article and where law and OPM regulations permit, the Union must have access to such information as is relevant and necessary to the processing of the grievance.

**SECTION 19.** The Parties retain their rights under Title 5 USC 7122 and 7123.

**SECTION 20.** Unless otherwise agreed at the national level, arbitration decisions rendered at the regional level shall have precedential effect only within that region.

**SECTION 21.** The Parties agree that issues pending the grievance process must be handled by the Parties at the appropriate levels as defined within this Agreement.

## **ARTICLE 10**

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### **Disciplinary / Adverse Actions**

**SECTION 1.** Both Parties agree that the Employer has the right and obligation to administer disciplinary and adverse actions for just and sufficient cause. The gravity of the offense, the influence of the offense on mission operations, working relations, as well as mitigating and aggravating circumstances should be considered when determining penalties.

**SECTION 2.** Disciplinary and adverse actions will be initiated in a timely manner. All disciplinary actions will be processed in accordance with applicable FAA regulations/directives and this Agreement, and employees shall be afforded all rights and privileges provided therein. All disciplinary/adverse actions taken as the result of employee misconduct must be supported by a preponderance of the evidence. The Employer shall follow applicable regulations/directives and this Agreement prior to taking performance-based actions. Adverse actions taken as the result of performance deficiencies shall be supported by substantial evidence.

**SECTION 3.** For the purpose of this Article, the term disciplinary action is defined as a suspension of an employee for fourteen (14) calendar days or less, or a letter of reprimand. Disciplinary actions are grievable.

**SECTION 4.** An employee against whom a suspension of fourteen (14) calendar days or less is proposed is entitled to:

- a. an advance written notice stating the specific reasons for the proposed action;
- b. fifteen (15) work days, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his/her reply;
- c. be represented by a representative of his/her choice; and
- d. a written decision and specific reasons therefore at the earliest practicable date.

**SECTION 5.** For purposes of this Article, the term adverse action applies to:

- a. a removal;
- b. a suspension for more than fourteen (14) calendar days;
- c. a reduction in grade;
- d. a reduction in pay; and
- e. a furlough of thirty (30) days or less.

A furlough is defined as a temporary nonpay status and absence from duty required by the Employer because of a lack of work or funds, or for other nondisciplinary reasons.

**SECTION 6.** An employee, against whom an adverse action or performance based action is proposed, is entitled to:

- a. at least thirty (30) days advance notice, except in the case where the action is taken under the crime provision the notice period shall be at least seven (7) days, and state the specific reason for the proposed action; not less than fifteen (15) work days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer; unless the action was taken under the crime provision in which case the employee has seven (7) days;
- b. a written decision and the specific reasons therefore at the earliest practicable date; and
- c. a representative of his/her choosing.

**NOTE:** This section does not apply to the removal of probationers.

**SECTION 7.** The Employer will inform the employee in the decision letter of grievance or appeal rights.

**SECTION 8.** An employee against whom disciplinary/adverse action is proposed under this Article shall have the right to a copy of all information relied upon to support the proposal.

**SECTION 9.** The Employee and the Union representative, if any, shall each be granted a reasonable amount of duty and official time, of not less than four (4) hours, or more than sixteen (16) hours, if otherwise in a duty status, to prepare responses to proposed disciplinary/adverse actions. Additional duty/official time is authorized, subject to operational requirements, to present a reply to a proposed action, to prepare a grievance/appeal, and to participate in grievance, arbitration, and/or MSPB proceedings in accordance with Article 9 (Grievance Procedure).

**SECTION 10.** Any memorandum documenting a discussion will not be considered disciplinary in nature, but may be used to document future disciplinary actions, provided the employee has been given a copy upon completion. A copy of any documentation of a discussion that is prepared must be provided to the employee as soon as practicable after the discussion.

**SECTION 11.** Although not exhaustive, the Agency's Table of Penalties should be used, when applicable, as a guide to determine an appropriate penalty. If applicable, appropriate penalties for offenses not listed in the Table of Penalties may be derived by comparing the nature and seriousness of the offense to those listed in the Table, the employee's previous history of discipline, and other relevant factors in each individual case. In assessing penalties, consideration must be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a two (2) year time frame should be used in determining freshness.

## **ARTICLE 11**

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### **Dues Withholding**

**SECTION 1.** The Agency agrees that authorization for voluntary allotments of pay by employees for the payment of Union dues will be accepted and processed in accordance with applicable laws and regulations of this Agreement.

**SECTION 2.** The Union will be responsible for purchasing the prescribed dues authorization form, Standard Form 1187 (SF-1187), distributing it to its members, certifying to the amount of dues, and informing and educating members on the program for allotment for dues and the uses and availability of the Standard Form.

**SECTION 3.** The Agency agrees that an allotment authorization may be submitted to the appropriate payroll office. The form must be received in the appropriate payroll office at least five (5) work days prior to the beginning of the pay period in which the deduction is to begin. The addresses of the appropriate payroll office will be provided to the Union.

**SECTION 4.** The Agency shall automatically terminate an allotment when the employee leaves the unit as a result of separation, transfer, temporary promotion, or detail of thirty (30) days or more which has been documented on an SF-50. The Parties recognize the impact on the Union when dues withholding is terminated for bargaining unit employees on details/temporary promotions outside the bargaining unit. Therefore, the Agency agrees to accommodate the Union in this area by taking the following actions:

- a. When a bargaining unit employee is detailed/temporarily promoted outside of the Unit, the employee's dues will be discontinued. Upon return to the bargaining unit, the dues will be reinstated.
- b. The Union President shall be advised by the Agency, in writing, that the bargaining unit employee has been detailed/temporarily promoted outside of the bargaining unit and the duration of the assignment.

**SECTION 5.** The Union agrees to give prompt, written notification to the appropriate payroll office in the event an employee participating in the dues deduction program ceases, for any reason, to be a member in good standing, in order that the employee allotment may be terminated.

**SECTION 6.** The Agency shall automatically terminate an allotment upon loss of exclusive recognition by the Union or when this Agreement is terminated by an appropriate authority.

**SECTION 7.** An employee may at any time voluntarily revoke his/her allotment for payment of Union dues which shall become effective the first pay period after March 1 of each year or one (1) year after the anniversary date of the employee's initial request for payroll withholding of dues. A request for withholding of Union dues may not be revoked by an employee for a period of one (1) year. A unit employee must submit his/her request for revocation using SF-1188 to the appropriate payroll office. The appropriate payroll office shall discontinue the withholding of dues from the employee's pay effective the first full pay period after March 1 of each year or one (1) year after the anniversary date of an employee's initial request. It is the employee's responsibility to see that the revocation is received in the appropriate payroll office.

**SECTION 8.** The facility personnel office or designee shall maintain a supply of SF-1188s and will make this form available to employees upon request. The appropriate payroll office will notify the Union in writing of all revocations and provide a copy of the SF-1188s to the Union President at the time the revocation is effective.

**SECTION 9.** The amount of National dues to be withheld under this Agreement shall be the regular dues of the member as specified

on the member's SF-1187 or as certified by the Union if the amount of regular dues has been changed as provided in Section 10 of this Article. A deduction of regular national dues shall be made each pay period from the pay of an employee who has requested such allotment for dues. It is understood that no deduction for dues shall be made in any pay period for which the employee's net earnings after other deductions are insufficient to cover the full allotment of dues.

**SECTION 10.** If the amount of regular National dues is changed by the Union, the Union shall notify the Program Director of Labor and Employee Relations, in writing, and shall certify as to the new amount of regular National dues to be deducted each pay period beginning the next pay period after the change. SF-1187 authorization forms shall not be required. Changes in the amount of Union dues for payroll deduction purposes shall not be made more frequently than once in each twelve (12) month period.

**SECTION 11.** The issuance of a check for the total amount deducted shall be authorized by the appropriate payroll office. The check shall be made payable to the National Association of Government Employee (NAGE) and mailed to the Comptroller, NAGE, 159 Burgin Parkway, Quincy, Massachusetts 02169, not later than ten (10) working days after the close of each pay period. With each check, the Union will be provided with a list showing the names of employees, the amount for dues for each employee, and the amount remitted by the accompanying check.

**SECTION 12.** Nothing in this Agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to voluntary, written authorization by a member for the payment of dues through payroll deductions.

**SECTION 13.** Employees are responsible for ensuring that their dues withholding status is accurately reflected each pay period on the Statement of Earnings and Leave. Employees shall, through appropriate facility channels, notify the payroll processing center promptly of any errors. Failure or delay by an employee to promptly initiate and actively pursue any such errors may release the Agency and the Union from any obligation to reimburse the employee for dues withheld.

## ARTICLE 12

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### Additional Voluntary Allotment Deductions

**SECTION 1.** In addition to the regular deductions authorized by Agency directives for national and local Union dues, the Agency must permit employees to voluntarily designate two (2) additional allotments from their pay, provided said allotments are for a lawful purpose deemed appropriate by the head of the Agency, as permitted by 5 CFR 550.311(b).

**SECTION 2.** An employee electing to have a voluntary deduction would complete a voluntary deduction election form. On this form the employee would designate the institution and the amount he/she elects to have regularly deducted from their pay and forwarded to the Union. The employee would then forward this form to the Union.

**SECTION 3.** The Union must review the form for completeness and verify that the employee submitting the form is eligible for the program. The Union would then forward the form to the employee's payroll processing center.

**SECTION 4.** At the payroll processing center, the payroll technician must again review the form for completeness. Following review, the form would be entered into the Agency's payroll system. Upon entry, the data would be edited to ensure that:

- a. a record for the employee exists on the Employee Master Record;
- b. that the employee's job series equals 2154; and
- c. that the amount being withheld does not exceed \$5,000.

These actions would be completed by the end of the pay period following the pay period in which the document was received.

**SECTION 5.** Upon entry and acceptance of the above data into the Agency's payroll system, the amount designated must be withheld each pay period from the employee's salary. The Agency's payroll system must accumulate all amounts withheld per pay period and prepare and forward to the Treasury Disbursing Office a Standard Form 1166 (SF-1166), Voucher and Schedule of Payments, for a single payment in the amount of the total accumulated deductions.

In addition, the Agency's payroll system must generate and forward to the Union a detailed report by region listing each employee, the employee's address, and amount withheld in support of the amount remitted each pay period. The Agency's payroll system must also record accumulated year-to-date (pay year) totals for each individual's deductions and must cease taking deductions when the amount deducted would cause the year-to-date total deduction to exceed \$5,000. If desired, the list must be provided on magnetic tape. However, it must be the Union's responsibility to provide or pay for a blank tape.

**SECTION 6.** Responsibilities.

- a. Employee
  1. Completes voluntary deduction election form designating the institution and amount to be regularly withheld.
  2. Ensures that the deduction has been initiated and is for the correct amount on his/her leave and earnings statement.
- b. The Union
  1. Verifies employee's eligibility to elect voluntary deduction.
  2. Forwards all validated election forms to the employee's payroll processing center.
  3. Promptly notifies the payroll processing center when an employee is no longer eligible to participate in the program.
  4. Provides refunds to employees for amounts erroneously deducted.
- c. Payroll Processing Center
  1. Promptly processes all voluntary deduction election forms and cancellation requests.
  2. Informs employee of any problems with processing the voluntary deduction.
  3. Returns to the Union any voluntary deduction forms that cannot be processed.
- d. Payroll Operations Branch
  1. Ensures voluntary deductions are withheld by the Agency's

payroll system and are remitted to the Union.

2. Verifies amounts withheld by Agency's payroll system and remitted to the Union equals the supporting detail report.

**SECTION 7. Miscellaneous.**

- a. Employees are eligible to elect or cancel a voluntary deduction to the Union at any time. The election form may be used for both electing and cancelling a voluntary deduction.
- b. In order of precedence, voluntary deductions for the Union must be taken after Union dues are deducted, if the employee has a deduction for Union dues. Otherwise, the order of precedence is handled as any other voluntary deduction.
- c. Payroll processing centers must be responsible for cancelling and reestablishing the voluntary deduction when an employee transfers between payroll processing centers.

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**ARTICLE 13**

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**Union Publications And Information And Use Of  
Agency's Facilities**

**SECTION 1.** The Agency must provide a separate bulletin board for posting of Union materials at all air traffic facilities within the unit in non-work areas frequented by bargaining unit employees. A locking glass cover may be installed on the Union bulletin board at Union expense. A key must be provided to management. The Parties at the local level must determine the exact location and size of the Union bulletin board. Union literature placed on the Union bulletin board must not:

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

**SECTION 2.** The Union or any of its representatives/agents may distribute material to employees in non-work areas at non-work times. All non-Agency representatives/agents must adhere to facility access procedures.

**SECTION 3.** The Principal Facility Representative and/or his/her designee must be given reasonable access to FAA telephone lines, printers, computers, facsimile machines, and copy machines for the purpose of conducting official labor relations business regarding grievances and other representational matters. Government telephone lines must not be used to conduct internal Union business.

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

**SECTION 5.** In facilities where unused suitable space is available in non-work areas, the Union must be permitted to use such space for the placement of file cabinets or other similar equipment. Such space may be an office if the Agency determines one is available. Should the space be required for other purposes new space arrangements must be negotiated in accordance with Article 7 (Mid-Term Bargaining) of this Agreement. The Agency must make a reasonable effort to provide excess desks, chairs, file cabinets or other similar equipment for Union use. Any Union supplied equipment must be subject to approval of the Agency in terms of suitability from the standpoint of decor.

**SECTION 6.** If a Union mail receptacle does not presently exist, the Agency must permit the Union to install an acceptable mail receptacle in a place mutually agreed upon by the Parties. When possible, the Union mail receptacle must be in a location accessible to the Union at all times. The Union may send mail at Union expense to the Principal Facility Representative at the facility address. The Agency assumes no responsibility for such mail; however the Agency recognizes their obligation to abide by the provisions of the United States Postal Service regulations with respect to the privacy and security of mail.

**SECTION 7.** The Agency must provide lockers for all employees which are capable of being locked. The Agency agrees that, except where there is probable cause to suspect criminal activity, the Agency must not inspect lockers unless the employee and a Union representative have been given the opportunity to be present.

**SECTION 8.** The Agency must approve the Union's use of facility space at no cost to the Union for periodic meetings with employees in the unit, provided the space requested is available and the use of the space does not interfere with other facility requirements. These meetings must take place during the non-duty or non-work hours of the employees involved. On duty employees in a non-work status may be allowed to attend these Union meetings, provided they are available for immediate recall.

**SECTION 9.** When a Union representative is performing representational duties under this Agreement, the Agency must make every reasonable effort to provide meeting space which must protect the confidentiality of any discussion.

**SECTION 10.** Union representatives may mail material to management officials through the FAA internal mail system. In those facilities where the Union does not have a resident Facility Representative, the Union may communicate with bargaining unit employees through the Agency's internal mail system, provided such mail involves representational purposes.

**SECTION 11.** The Agency must provide mail slots/boxes for all employees. Employees must not be required to share slots/boxes. The Union may place literature in the mail slots/boxes during non-work times.

**SECTION 12.** The Union must be permitted to place Union reading binders adjacent to FAA general information reading binders. The binders must be clearly identified as Union materials. These binders are non-operational and must not be read on operating positions.

## **ARTICLE 14**

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### **Names Of Employees And Communications**

**SECTION 1.** The facility manager or his/her designee must notify the Union's Principal Facility Representative within fifteen (15) days whenever a bargaining unit employee has resigned, retired, or died. The Agency must make every reasonable effort to notify the Principal Facility Representative, on or prior to the effective date of the action, whenever a bargaining unit employee is hired, transferred, promoted, or reassigned.

**SECTION 2.** Within thirty (30) days of the Union's request, the Agency must furnish to the Union, at the regional or local level, a listing by facility of the name, classification, title, grade, Entry on Duty (EOD) FAA Date, and SCD, of each employee covered by this Agreement. This list shall be provided every thirty (30) days.

**SECTION 3.** The Agency agrees to permit the Union to distribute to each bargaining unit employee annually a Union announcement card, notifying the employee of the local representing him/her and that the Union is the exclusive bargaining representative and soliciting information from the employee so that the Union may provide maximum service to the employee.

## **ARTICLE 15**

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### Use Of Official Government Telephones

**SECTION 1.** If an employee is required to be held over for official business, the Agency must permit the employee to notify his/her home via government telephone.

**SECTION 2.** The employee must have reasonable access to unrecorded telephones provided they are presently installed.

**SECTION 3.** Employees at their duty location must have reasonable access to government telephones to make brief personal local calls each day over the commercial long distance network (toll-calls) if the calls are not charged to the government.

**SECTION 4.** If an employee is required to remain in a travel status beyond his/her scheduled itinerary, the Agency agrees to permit the employee to notify his/her home via government or commercial telephone.

**SECTION 5.** When an employee is in a travel status for two (2) or more consecutive nights, he/she must be 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 must 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 must be reimbursed in accordance with FAA directives.

**SECTION 6.** When it is known in advance that one (1) or more persons must be on the line for any reason, all parties to the call must be advised prior to the conversation. If during a telephone call one (1) or more persons come onto the line for any reason, the other party to the call must be advised immediately of this fact. This requirement applies to persons listening on telephone extensions or to speaker phones.

**SECTION 7.** Where required by law, all telephone lines which are being recorded must be equipped with such warning devices as specified by law.

**SECTION 8.** The Agency must notify employees of all recorded outside telephone lines within their facilities.

**SECTION 9.** When a telephone call is being made under the provisions of this Agreement, the telephone line must not be monitored.

**SECTION 10.** The Agency must accept collect calls of an emergency nature to facility management from employees. The Agency must also accept collect calls from employees engaged in Liaison and Familiarization Training when they have been bumped from a flight. When the Agency directs the employee to call the facility the Agency must bear the expense of such call.

## **ARTICLE 16**

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### **Agency Directives**

**SECTION 1.** Agency directives must be maintained and/or available electronically at all air traffic facilities. Agency directives must be made available during normal administrative office hours for use by unit employees. After normal administrative hours, the Agency must make every reasonable effort to make such information available to the Facility Representative or his/her designee. Manuals may not be removed from the facility. When the facility has copying equipment, the Union must have the right to copy such material for representational purposes at no cost to the Union.

**SECTION 2.** The National Office of the Union must remain on the Washington distribution lists for future issuances of all FAA orders,

notices and directives which relate to personnel policies, practices, and working conditions of employees in the bargaining unit.

## **ARTICLE 17**

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### **Position Descriptions**

**SECTION 1.** The Parties recognize that expanding the knowledge and experience of bargaining unit employees is essential to meeting the changing demands on the system.

**SECTION 2.** The Parties at the national level must discuss and review all bargaining unit position descriptions annually.

**SECTION 3.** Each employee covered by this Agreement must be provided a position description which accurately reflects the duties of his/her position. Position descriptions must be consistent throughout the Agency for facilities of equal classification and similar function. If an employee believes that his/her position description 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 employee's position description may be handled under Article 9 (Grievance Procedure) of this Agreement.

**SECTION 4.** The Agency retains the right to assign work; however, other duties assigned by the Agency must normally have a reasonable relationship to the employee's official position description. When it becomes necessary to assign duties that are not reasonably related to the employee's official position description and are of a recurring nature, the position description must be amended to reflect such duties.

**SECTION 5.** All proposed changes to the position description of bargaining unit employees must be forwarded to the Union, in advance, for comment and/or negotiations as required by law and pursuant to Article 7 (Mid-Term Bargaining) of this Agreement.

## ARTICLE 18

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### Outside Employment

**SECTION 1.** In accordance with 5 CFR 2635.101(b)(10) and (14); 2635.801(c) and FAA Order 3750.7, outside employment in general is permitted so long as it neither conflicts with official Government duties and responsibilities nor appears to do so. Employees are permitted to engage in outside aviation employment so long as the outside employer does not conduct activities for which the employee's facility or office has official responsibility. The Agency shall maintain a list of ethics officials on the AGC website with whom employees may consult for determinations of the propriety of an outside employment opportunity.

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

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

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

## ARTICLE 19

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### Hazardous Geological / Weather Conditions

**SECTION 1.** 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. Employees who are unable to report for duty must notify their facility as soon as possible. Employees who are unable to report for duty must be granted excused absence at the

time of their request, subject to the review process in Section 2. If requested, employees must provide information that supports their request for excused absence as soon as feasible after returning to duty. Examples of information are:

- a. oral or written statements;
- b. conditions that the employee encountered;
- c. a synopsis of efforts made;
- d. other information which provides an explanation or which shows hazardous geological/weather conditions prevented the employee from reporting to the facility or compelled the employee to safeguard his or her family against such phenomena.

**SECTION 2.** When deciding to sustain or rescind excused absence(s) granted in Section 1, the Agency, during joint review with the Union, must consider reports from the employee, civil authorities, current meteorological information, news media, official road reports, leave approvals, reduced staffing or closings at other area government facilities.

**SECTION 3.** When hazardous geological/weather conditions exist or are imminent, on-duty bargaining unit employees shall be released as soon as possible as staffing and workload permit. Volunteers to remain on duty must be utilized to the extent possible. The local facility representative will be advised of curtailment of activities.

**SECTION 4.** The Parties at each facility may review existing facility emergency readiness plans and negotiate supplemental procedures addressing the work and family safety concerns of employees during such hazardous conditions. If the Agency at the local level, consults with other unions about planning for hazardous geographical/weather events, the NAGE union representative shall be invited to attend these consultations.

## **ARTICLE 20**

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### **Performance Standards And Appraisals**

**SECTION 1.** Performance appraisals will be based on an analysis of an employee's performance of his/her actual duties and

responsibilities in comparison to the written standards for the position. A copy must be provided to the employee within fifteen (15) days of the employee's signature on the performance appraisal form. Grievance time limits must not begin until the day after the employee receives his/her copy of the final signed document. Performance standards must be applied uniformly throughout the bargaining unit.

**SECTION 2.** Members of the bargaining unit must normally be rated by their first-line supervisor.

**SECTION 3.** 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 must 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 remarks section or attach them on a separate page.

**SECTION 4.** At any time during the performance appraisal cycle that an employee's performance is determined to be unacceptable in one (1) or more critical elements, the employee's supervisor must notify the employee, in writing, of the critical element(s) for which performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance in his/her position. The supervisor should also inform the employee that unless his/her performance in the critical element(s) improves to and is sustained at an acceptable level, the employee may be reduced in grade or removed. When the employee's performance is unacceptable, the Agency must afford the employee a reasonable opportunity, in no case less than ninety (90) days, to demonstrate acceptable performance, commensurate with the duties and responsibilities of the employee's position.

As part of the employee's opportunity to demonstrate acceptable performance, the supervisor must write a plan which identifies what the employee must do to improve his/her performance to be retained in the job and any assistance to be provided to help the employee with demonstrating acceptable performance such

as counseling, closer supervision, coaching and on-the-job or formal training. This plan shall establish a schedule for providing feedback to the employee periodically throughout the opportunity to demonstrate performance (ODP) plan period. These meetings shall be documented and the employee shall be provided with copies of any unacceptable work performance.

**SECTION 5.** The use of authorized official time and approved absences for labor relations and other activities must not be a factor in employee performance appraisals.

**SECTION 6.** Employees who are not selected to be on-the-job training instructors (OJTIs) must not be rated based on the OJTI function.

## **ARTICLE 21**

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### **Recognition And Awards Program**

**SECTION 1.** The Parties agree that the use of awards is an excellent incentive tool for increasing productivity and creativity of bargaining unit employees by rewarding their contributions to the quality, efficiency, or economy of government operations. The Agency agrees to consider granting a cash, honorary, or informal recognition award, or grant time off without charge to leave or loss of pay to an employee individually or as a member of a group based partly on the following examples:

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

- f. creative or innovative methods used to make work processes or results more effective and efficient;
- g. productivity gains;
- h. unusual situations such as flight assists, gear saves, averting landings on the wrong runway, averting runway crossings when such clearances are not issued, and any other situation in which an employee's efforts go beyond his/her normal duties.

The Parties agree that this list is meant to be an example but is not all inclusive.

**SECTION 2.** The Agency must notify the Principal Facility Representative or his/her designee, in writing, when a bargaining unit employee receives an award. At a minimum, the notification must include the employee's name and type of award.

**SECTION 3.** The Parties at the facility level agree to meet annually to discuss the recognition and awards program at the local level.

**SECTION 4.** The awards program must not be used to discriminate against employees or to effect favoritism. An award may be granted to a separated employee or the legal heir(s) or estate of a deceased employee.

**SECTION 5.** The Agency will inform the Union at the national level of the total amount spent on awards for the bargaining unit and the remainder of the Air Traffic Service within one (1) month of the end of the fiscal year.

## **ARTICLE 22**

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### **Employee Records**

**SECTION 1.** Material placed in an employee's Official Personnel File (EOPF), Employee Performance File (EPF), Medical, Security, Training folder or other DOT/FAA file(s) must comply with Federal Personnel Manual requirements and must be maintained in accordance with the applicable provisions of the Privacy Act and its implementing regulations and this Agreement. This includes those files maintained at the employee's facility. Those records maintained by the Agency under a system of records pursuant to the Privacy

Act must be the only records kept on the employee. Where required by law, rule or regulations, any material which becomes a part of the employee's records must bear the signature of the person originating the material. The employee must be given copies of all FAA initiated material which is placed in his/her EPF. Copies of materials in other FAA files may be obtained in accordance with Section 10 of this Article.

**SECTION 2.** There must be maintained only one EOPF and EPF for each employee in the bargaining unit. The EPF must be secured in a location consistent with applicable law and regulation. The employee and his/her designated representative are entitled to review his/her EPF, Medical, Security, Training folder or DOT/FAA file in the presence of a management official, provided access to that information is in accordance with the applicable provisions of the Privacy Act and other applicable law, rule, or regulation.

**SECTION 3.** Upon an employee's written request, a true and certified copy of his/her EPF, Medical, Security, Training folder, or other DOT/FAA file and its contents, must be forwarded to the address as requested by the employee, except for material restricted by law, rule or regulation. This must be in electronic format or hard copy. This must normally be accomplished within thirty (30) days of the receipt of the request, except when the folder is needed elsewhere for official Agency business. In those cases, the employee must be notified why the file was not available. The employee and/or, upon his/her written authorization, his/her Union representative, must be permitted to examine the employee's folder/files, on duty time, if otherwise in a duty status, as forwarded to the facility, in the presence of a management official.

**SECTION 4.** Within fourteen (14) days of a request, the Agency must provide duty/official time for employees and if requested by the employee, a Union representative, to view his/her EOPF/EPF, Medical, Security, Training folder, or other DOT/FAA file when available via the intranet. The Agency must provide an intranet connected terminal located in a private area and allow printing of any Agency maintained documents. This Section must be granted independent of whether or not the employee has made a request pursuant to Section 3.

**SECTION 5.** Letters of Reprimand and documents related to them must be retained in the EOPF for no more than two (2) years. If at the end of one (1) year it is decided that it is no longer warranted, the Reprimand and related documents must be removed. In the event a Letter of Reprimand is ruled by appropriate authority to have been unjustly issued, the Reprimand and related documents must be removed immediately and destroyed. Any reference to a Letter of Reprimand which has been expunged from the EOPF must be removed from any other record.

**SECTION 6.** Access to an employee's EOPF, EPF, Medical, and Security file(s) must be granted to other persons only as authorized by law and OPM regulation. The Agency must maintain a log of all persons, outside the Civil Aviation Security and Human Resource Management offices, who have accessed an employee's EOPF/EPF or security file in the performance of their duties. If no such log currently exists, it must be generated and filed in the employee's EOPF/EPF or Security file at the time the first request for access to his/her file is received and granted. This includes those files maintained at the employee's place of employment except for personnel who routinely maintain the files. Upon written request, the employee must be permitted to review the log and make a copy in the presence of a management official.

**SECTION 7.** An employee, pursuant to OPM regulations, may request that a record maintained by the Agency be corrected or amended if he/she believes the information is incorrect. The Agency must advise the employee within fifteen (15) days of its determination concerning the employee's request. An employee who attempts unsuccessfully to correct or amend a record maintained by the Agency must be advised of the reasons for the refusal and may have a statement of disagreement placed in his/her folder.

**SECTION 8.** In accordance with 5 USC 552a, any disclosure of an employee's record, containing information about which the individual has filed a statement of disagreement, the Agency must clearly note any portion of the record which is disputed and also provide copies of the employee's statement and, if appropriate, the Agency's reasons for not making the amendments.

**SECTION 9.** Personal records, such as notes or diaries maintained by a supervisor with regard to his/her work unit or employees are merely extensions of the supervisor's memory, and may be retained or discarded at the supervisor's discretion.

- a. Such notes are not subject to the provisions of the Privacy Act so long as the following conditions are met:
  1. They are kept and maintained for the supervisor's personal use only.
  2. They are not circulated to anyone else, including secretarial staff or another supervisor of the same employee.
  3. They are not under the control of the FAA in any way or required to be kept by the FAA.
  4. They are kept or destroyed solely as the supervisor sees fit.

Such records, are to be current and pertinent to help focus on meaningful issues when counseling, evaluating performance, assisting in career development, and similar day-to-day responsibilities and should include the praiseworthy acts of employees as well as problems.

- b. Such records must not be used as a basis to support the following:
  1. a performance evaluation of less than fully successful;
  2. the denial of a promotion;
  3. the denial of a pay increase; or
  4. disciplinary or adverse actions,

unless the employee has been shown and provided a copy of such documentation within a reasonable period of time, not to exceed thirty (30) days from the incident giving rise to the notation. If an employee is shown a note, record or diary as part of the administrative process, he/she must be given the opportunity to submit a written response contesting the information contained therein.

**SECTION 10.** In the event an employee is the subject of a security investigation and such investigation produces a negative determination, any information or documents obtained and made

a part of the Security file must not be released or shared without the express written authorization of the employee, except for those reasons as described in 5 CFR 297.401.

**SECTION 11.** Each employee, upon written request, and/or his/her designated representative upon written authorization, must be allowed, in the presence of a management official, to copy information contained in the EOPF/EPF, Medical, Security, Training folder or other DOT/FAA file, with the exception of records restricted by law or regulation.

## **ARTICLE 23**

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### **Leave Transfer Program**

**SECTION 1.** The Parties agree with the leave transfer program which provides for the voluntary transfer of unused accrued annual and sick leave from a leave donor for the use by an approved leave recipient.

**SECTION 2.** An employee may make a written application to the Agency to become a leave recipient. If an employee is not capable of making an application on his/her own behalf, a personal representative of the potential leave recipient may make a written application on the employee's behalf. Each application shall be accompanied by the following information concerning each potential leave recipient:

- a. the name, position title, and grade or pay level of the potential leave recipient;
- b. the reasons transferred leave is needed, including a brief description of the nature, severity, and anticipated duration of the medical emergency, and, if it is a recurring one, the approximate frequency of the medical emergency affecting the potential leave recipient;
- c. certification from one (1) or more physicians, or other appropriate experts, with respect to the medical emergency, if the potential leave recipient's Agency so requires; and
- d. any additional information that may be required by the potential leave recipient's employing agency.

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

**SECTION 4.** Leave transferred under this article may be substituted retroactively for a period of leave without pay (LWOP). It may also be used to liquidate indebtedness for advanced annual or sick leave granted on or after a date fixed by the leave recipient's employing agency as the beginning of the period of medical emergency for which LWOP or advanced annual or sick leave was granted.

**SECTION 5.** An employee may submit a voluntary written request to the Agency that a specific number of hours of the donor's accrued annual or sick leave be transferred from the donor's leave account to the leave account of a specified leave recipient.

**SECTION 6.** Limitations on donation of annual leave are as follows:

- a. In any one (1) year, a leave donor may donate no more than a total of one-half (1/2) of the amount of annual leave he/she would be entitled to accrue during the leave year in which the donation is made.
- b. In the case of a leave donor who is projected to have annual leave that otherwise would be subject to forfeiture at the end of the leave year, the maximum amount of annual leave that may be donated during the leave year shall be the lesser of:
  1. one-half (1/2) of the amount of annual leave he/she would be entitled to accrue during the leave year in which the donation is made; or
  2. the number of hours remaining in the leave year (as of the date of transfer) for which the leave donor is scheduled to work and receive pay.
- c. The Agency shall establish criteria for waiving the limitations on donating annual leave under subsections 6 a. and b. above. Any such waiver shall be documented in writing.

**SECTION 7.** A leave donor may request that up to 104 hours be transferred from his/her sick leave account to the leave account of a leave recipient.

**SECTION 8.** While a leave recipient is in a shared leave status, annual and sick leave shall accrue to the credit of the leave recipient at the same rate as if he/she were in a paid leave status except that:

- a. the maximum amount of annual leave that may be accrued by a leave recipient while in a shared leave status in connection with any particular medical emergency may not exceed forty (40) hours (in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in the leave recipient's weekly scheduled tour of duty); and
- b. the maximum amount of sick leave that may be accrued by a leave recipient while in a shared leave status in connection with any particular medical emergency may not exceed forty (40) hours (in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in the leave recipient's weekly scheduled tour of duty).

**SECTION 9.** Any annual or sick leave accrued by a leave recipient under Section 8 shall be transferred to the appropriate leave account of the leave recipient and shall become available for use:

- a. as of the beginning of the first pay period beginning on or after the date on which the leave recipient's medical emergency terminates; or
- b. if the leave recipient's medical emergency has not yet terminated, once the leave recipient has exhausted all leave made available to him/her.

**SECTION 10.** Restoration of unused-transferred leave shall be in accordance with the Agency's existing rules.

**SECTION 11. Definitions.** For the purpose of this Agreement and all amendments and supplements hereto, the following terms are defined:

**Leave donor:** An employee whose voluntary written request for transfer of annual or sick leave to the leave account of a leave recipient that is approved by the Agency.

**Leave recipient:** A current employee with a medical emergency for which the Agency has approved an application to receive annual or sick leave from the leave accounts of one or more leave donors.

**Medical Emergency:** A medical condition of an employee or an employee's family member that is likely to require an employee's absence from duty for a prolonged period of time and to result in a substantial loss of income to the employee because of the unavailability of paid leave.

**Paid leave status:** The administrative status of an employee while the employee is using annual or sick leave accrued or accumulated.

**Transferred leave status:** The administrative status of an employee while the employee is using transferred leave.

## ARTICLE 24

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### Annual Leave

**SECTION 1.** Annual leave will be administered in accordance with the Human Resource Policy Manual (HRPM).

**SECTION 2.** Full-time employees are entitled to annual leave with pay that accrues as follows:

- a. four (4) hours for each full biweekly pay period for an employee with less than three (3) years of service,
- b. six (6) hours for each full biweekly pay period, except that the accrual for the last biweekly pay period in the year is ten (10) hours, for an employee with three (3) but less than fifteen (15) years of service,
- c. eight (8) hours for each full biweekly pay period for an employee with fifteen (15) or more years of service.

**SECTION 3.** Annually, prime time leave periods must be negotiated at the local level so as to increase the ability of management to approve a minimum of two (2) consecutive or non-consecutive weeks of annual leave during prime time for all bargaining unit employees. The procedures for selecting, scheduling, and relinquishing of prime time leave must be negotiated at the local level.

**SECTION 4.** Conflicting prime time leave requests of bargaining unit employees must be resolved by seniority.

**SECTION 5.** Non-prime time leave is annual leave that is requested

utilizing other than the prime time leave bidding procedure negotiated under Section 3, and prior to the schedule being posted. Non-prime time leave requests must be recorded and approved/disapproved as soon as practicable after the request is made or as mutually agreed upon at the local level. If the request was disapproved and annual leave for that time period, or any portion of that time period, later becomes available, the leave must be approved on a first requested basis. The Parties at the local level must establish the method for recording non-prime time leave requests.

**SECTION 6.** Annual leave requested for any period during a posted watch schedule must normally be approved/disapproved within thirty (30) minutes of the request being made. Leave requests for future shifts must normally be approved/disapproved within two (2) hours of when the request was made, or prior to the end of the shift, whichever is less. Leave requests must 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 must be approved in the order that the request was received. The procedures for selecting, scheduling and relinquishing of spot leave shall be negotiated at the local level for each bargaining unit.

**SECTION 7.** Except as authorized in HRPM LWS-8.3, no employee will be forced to take annual leave.

**SECTION 8.** An employee may cancel annual leave at any time. When an employee cancels scheduled annual leave and returns to duty, he/she must be assigned to work the shift which he/she would have worked, if the annual leave had not been scheduled, unless operational requirements dictate or allow assignment to a different shift.

**SECTION 9.** Employees on annual leave who become sick must have the right to convert the annual leave to sick leave.

**SECTION 10.** Employees must not be required to provide reasons for annual leave requests.

**SECTION 11.** Unless otherwise negotiated locally, all annual leave requests must be submitted on an SF-71, electronically, or on a locally approved form. The form must be dated, signed, approved/disapproved as appropriate, and a copy returned to the employee.

**SECTION 12.** Exigencies for public business must be determined by the head of the Agency or his/her designee. Except where made by the head of the Agency, the determination may not be made by an official whose leave would be affected by the decision. The Agency will notify the Union at the National level when the Agency makes the decision to place any facility in a leave exigency status. Upon written request of the Union, the Agency must provide in writing within fourteen (14) days, the justification the Agency used in determining the need for the facility to be placed in a leave exigency status. If the Agency determines that an emergency exists at a facility not covered by a leave exigency which precludes an employee from using appropriately scheduled use-or-lose leave, such leave must be retained by the employee.

**SECTION 13.** In the event a leave exigency exists, the Parties at the local level must negotiate the procedures to be used to distribute the leave equitably among bargaining unit employees.

**SECTION 14.** In determining years of service, an employee is entitled to credit for all service of a type that would be creditable under 5 USC 8332, regardless of whether or not the employee is covered by Subchapter III of Chapter 83.

**SECTION 15.** Except as otherwise provided for in this Agreement, employees are covered by the annual leave and lump sum payment provisions contained in the HRPM.

## **ARTICLE 25**

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### **Sick Leave**

**SECTION 1.** A full-time employee shall earn sick leave at a rate of four (4) hours per pay period.

**SECTION 2.** An employee unable to report for duty should request leave of the Employer as soon as possible prior to the start of his/her regularly scheduled work shift unless precluded by circumstances beyond his/her control. This request will be for that day only unless otherwise requested. Upon return to work, a leave slip must be submitted for leave.

**SECTION 3.** Sick leave must be granted when an employee meets one of the following conditions:

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

**SECTION 4.** In cases of extended absences, and when an employee provides the Agency with a tentative return to work date, he/she must only be required to notify the Agency on the first day of each occurrence of illness and must not be required to call in on a daily basis, unless specifically required by the Agency.

**SECTION 5.** All employee sick leave requests and records shall be considered personal, need-to-know information. The facility manager and the facility representative will work together to ensure the confidentiality of the information.

**SECTION 6.** When, in individual cases, there is reason to believe that the sick leave has been abused, the employee may be given advance written notice indicating the reason(s) that he/she will be required for a period of time, not to exceed six (6) months, to furnish a medical certificate for each subsequent absence. After the six (6) months and the requirement is no longer necessary, the employee will be notified, in writing, and previous notice(s) will be removed from the records and all copies will be returned to the employee.

**SECTION 7.** The number of hours of sick leave used will not, in and of itself, constitute sufficient cause for sick leave counseling.

**SECTION 8.** Normally, absent reasonable suspicion of abuse, an employee who because of illness is released from duty will not be required to furnish a medical certificate for that day.

**SECTION 9.** The Employer shall arrange transportation to a physician, medical facility, or other designated location when an employee becomes seriously ill or injured at work. At the request of

the employee or if unable to request, the Employer shall notify the employee's family or designated party of the situation and location of the employee.

**SECTION 10.** The Employer shall make every reasonable effort to assist the employee's family in filing appropriate documents for entitlements to the employee or the employee's family when the employee is unable to do so, because of serious injury, incapacitation, or illness.

**SECTION 11.** Regardless of the duration of the absence, the Employer may consider an employee's certification as to the reason for his/her absence as acceptable documentation. An employee shall be required to furnish acceptable medical documentation for absences of more than four (4) consecutive work days, 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. When it is a Family Medical Leave Act (FMLA) related absence documentation requirements of FMLA supersede.

**SECTION 12.** Each employee shall be entitled to an advance of up to thirty (30) days sick leave for serious disability or ailment except when:

- a. it is known that he/she does not intend to return to duty 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. The absence because of illness must be for a period of two (2) or more consecutive work days, but the actual advance of sick leave may be for all or any part of the total absence.

**SECTION 13.** The Parties agree that employees are covered by the Family Friendly Leave Policies found in HRPM 8.2, Leave Options to Care for a Family Member.

## ARTICLE 26

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### Leave For Special Circumstances

**SECTION 1.** Employees shall be entitled to leave as set forth in the HRPM 8.2 and applicable statutes such as the Family Medical Leave Act (FMLA) (see HRPM 8.20).

**SECTION 2.** Requests for annual or sick leave for emergencies involving illness or injury in the family must be given priority.

**SECTION 3.** Unless staffing and workload do not permit, employees must be granted annual leave, or LWOP to care for members of their families under the following circumstances where an employee is needed to aid/assist in the care of his/her minor children whose care provider is temporarily unable to provide care or must accompany a family member to medical appointments.

**SECTION 4.** Leave taken under this Article must be given extra consideration over spot leave requests as provided for in Article 24 of this Agreement.

## ARTICLE 27

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### Jury Duty And Court Leave

**SECTION 1.** Performance of jury duty is considered a basic civic responsibility of all employees. Accordingly, it is not appropriate to initiate a request to defer or excuse employees summoned to serve in either Federal or State Courts except in cases of the employee's illness or physical disability. Although temporary loss of the employee's service may impair operating capabilities, the employee's civic duty is of overriding importance. There may occasionally arise urgent and extreme cases not involving the employee's illness or physical disability where a request to defer or excuse an employee may be appropriate. These must be determined on an individual basis.

**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 such pay as if this time were worked and the employee had not been on court leave for

the judicial proceeding. Generally, fees received for jury or witness service on a non-work day, a holiday, or while in a leave without pay status may be retained by the employee. The employee may retain any mileage and subsistence allowance received. An employee who is on court leave, and released early, may be granted administrative leave for the remainder of the day. Employees assigned to night duty shall be granted court leave on the days on which court duty is to be performed when attendance in court would cause them to lose time for needed rest.

**SECTION 3.** At the request of an employee who has been granted court leave, the employee's regular days off shall be changed to coincide with jury service days off. This change of an employee's regular days off shall not entitle the employee to receive pay in excess of that authorized for the 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 a party where the United States, the District of Columbia, or any State, or local government is a party, in the District of Columbia, a State, territory, or possession of the United States including the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, the employee is entitled to court leave during the absence.

**SECTION 5.** When 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, an employee is in an official duty status as designated from leave status, and is entitled to his/her regular pay. An employee, not in an official capacity, who is subpoenaed or otherwise ordered by the court to appear as a witness on behalf of a private party when a party is not the United States, the District of Columbia, or state or local government, shall be granted annual leave or LWOP for the absence as a witness.

**SECTION 6.** An employee receiving court leave or an absence in an official duty status must show the order or subpoena which required his/her attendance in court signed by the clerk of courts or other appropriate official.

## ARTICLE 28

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### Holidays

**SECTION 1.** The following are legal holidays:

- New Year's Day – January 1
- Martin Luther King, Jr.'s, Birthday – third Monday in January
- President's Day – third Monday in February
- Memorial Day – last Monday in May
- Independence Day – July 4
- Labor Day – first Monday in September
- Columbus Day – second Monday in October
- Veterans' Day – November 11
- Thanksgiving Day – fourth Thursday in November
- Christmas Day – December 25
- Any other legally declared applicable Federal holiday

**SECTION 2.** When a holiday falls on a full-time employee's regular day off, the following days must be observed in lieu of the actual holidays:

## SCHEDULED FIVE-DAY WORKWEEK:

Scheduled days off	Day actual holiday falls on	Day observed in lieu
Saturday-Sunday	Saturday Sunday	Preceding Friday Following Monday
Sunday-Monday	Sunday Monday	Following Tuesday Preceding Saturday
Monday-Tuesday	Monday Tuesday	Following Wednesday Preceding Sunday
Tuesday-Wednesday	Tuesday Wednesday	Following Thursday Preceding Monday
Wednesday-Thursday	Wednesday Thursday	Following Friday Preceding Tuesday
Thursday-Friday	Thursday Friday	Following Saturday Preceding Wednesday
Friday-Saturday	Friday Saturday	Following Sunday Preceding Thursday

**SCHEDULED FOUR-DAY WORKWEEK:**

<b>Scheduled days Off</b>	<b>Day actual Holiday falls on</b>	<b>Day observed in lieu</b>
Sunday	Sunday	Following Wednesday
Monday	Monday	Preceding Saturday
Tuesday	Tuesday	Preceding Saturday
Monday	Monday	Following Thursday
Tuesday	Tuesday	Preceding Sunday
Wednesday	Wednesday	Preceding Sunday
Tuesday	Tuesday	Following Friday
Wednesday	Wednesday	Preceding Monday
Thursday	Thursday	Preceding Monday
Wednesday	Wednesday	Following Saturday
Thursday	Thursday	Preceding Tuesday
Friday	Friday	Preceding Tuesday
Thursday	Thursday	Following Sunday
Friday	Friday	Preceding Wednesday
Saturday	Saturday	Preceding Wednesday
Friday	Friday	Preceding Thursday
Saturday	Saturday	Preceding Thursday
Sunday	Sunday	Following Monday
Saturday	Saturday	Preceding Friday
Sunday	Sunday	Following Tuesday
Monday	Monday	Preceding Friday

**SECTION 3.** When an employee works a holiday or day in lieu of a holiday, he/she must be entitled to pay at the rate of his/her basic pay, plus holiday premium pay at a rate equal to the rate of his/her basic pay for that holiday work actually performed, which is not in excess of their regular tour of duty or is not overtime work as defined by 5 USC 5542(a). Holiday premium pay is paid in addition to any other premium pay granted for overtime, night or Sunday work and in addition to the hazard pay differential.

**SECTION 4.** An employee excused on a holiday, day in lieu of or portion(s) thereof must be entitled to his/her basic rate of pay for that time which the employee is excused.

**SECTION 5.** Unless staffing and workload do not permit, employees scheduled to work on the actual established holidays or days observed in lieu of such holidays must be given such day off if they so request. Request for holiday off shall be first come first serve. The procedures for approval of holiday leave requests will be negotiated at the local level.

**SECTION 6.** If the actual holiday falls in the middle of the employee's workweek, the Agency at an employee's request, may change the employee's regular days off to provide three (3) or four (4) days off in succession.

**SECTION 7.** As many employees as feasible must be excused from duty on Federal holidays or their day in lieu of; and only as many employees as necessary to meet workload requirements must be required to work. Employees not certified on any positions must normally be given holiday leave on these Federal holidays and days in lieu of.

## **ARTICLE 29**

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### **Excused Absences**

**SECTION 1.** For the purpose of this Agreement, excused absence is defined as an employee's absence from duty and duty station without loss of, charge to, or reduction of an employee's leave, pay, or benefits.

**SECTION 2.** Employees may be allowed up to four (4) hours excused

absence based on operational requirements in connection with each blood or platelet donation. If proof of attendance is required, employees shall be notified in advance.

**SECTION 3.** Employees may be granted excused absence for brief tardiness of up to one (1) hour when the employee provides acceptable justification.

**SECTION 4.** In accordance with Agency directives, excused absence may be made available for other circumstances, such as voting and home leave.

**SECTION 5.** Employees must be entitled to 64 hours for pre and post moving arrangements following a change in official post of duty or duty location; funeral leave of up to three (3) days to attend the funeral or memorial service of a family member who died as the result of a wound, disease, or injury incurred while serving as a member of the armed forces in a combat zone; and any other excused absence as set forth in HRPM 8.8.

**SECTION 6.** In accordance with Agency directives, excused absence may be made available for other circumstances.

## **ARTICLE 30**

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### **Prenatal / Infant Care**

**SECTION 1.** When employees request, they shall receive an uninterrupted period of leave for up to six (6) months for prenatal/infant care needs.

**SECTION 2.** Subject to operational requirements, employees shall be entitled to prenatal/infant care leave for up to nine (9) months, in addition to the leave entitlements contained in Article 25 (Sick Leave), Section 13. 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 a thirty (30) day 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, compensatory time, and/or LWOP,

to the extent that annual, sick leave, and/or compensatory time is available. Advance sick leave may not exceed thirty (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 shall be allowed to work part-time to accommodate prenatal/infant care needs.

**SECTION 6.** The total entitlement under this Article shall be a maximum of twelve (12) months.

**SECTION 7.** The provisions of this Article shall apply to each instance of childbirth or infant adoption. Births from a single pregnancy or simultaneous adoptions shall be considered a single instance of childbirth or adoption.

## **ARTICLE 31**

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### **Childcare**

**SECTION 1.** The Parties recognize the relationship of adequate childcare to employee satisfaction and productivity and that this is mutually beneficial. However, the Parties further recognize that it is not within the authority of the Agency to directly provide on-site childcare at its facilities.

**SECTION 2.** In accordance with governing regulations, the Agency shall provide advice and assistance concerning employee childcare. Such advice and assistance may include conducting needs assessment surveys, maintaining information about private childcare facilities available to employees, and maintaining information about tuition assistance programs.

**SECTION 3.** In accordance with governing regulations, the Agency may provide suitable Government-owned or leased space and space-related services without charge for the purpose of establishing childcare facilities in or near the Agency's facilities. When any facility is constructed and there will be at least fifty

(50) employees in the facility, the Agency shall conduct a needs assessment survey to determine the feasibility of establishing a childcare facility. The Agency shall compile a list of other Government facilities within the commuting area, so that such facilities may combine resources for the purpose of meeting the basic eligibility requirements as determined by GSA. If requested, the Union shall be involved in all phases of this process.

**SECTION 4.** When work groups are formed for the purpose of establishing on-site or off-site childcare facilities, the Union shall be entitled to name a representative on the group. The representative will be allowed duty time to participate in the activities of the group if otherwise in a duty status. If requested by the representative and operational requirements permit, the Agency shall change his/her days off to allow participation in a duty status for these purposes. If the Agency is unable to approve the change as specified above, the work group meeting will be rescheduled to a mutually agreeable time.

**SECTION 5.** If space is available, the Agency shall provide for the use of a private area in all of its facilities for employees who are breast-feeding their children.

## ARTICLE 32

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### Watch Schedules And Shift Assignments

**SECTION 1.** The basic watch schedule is defined as days of the week, hours of the day, rotation of shifts, and regular days off. The schedule must be posted one (1) year in advance. In developing the basic watch schedule, the Agency retains the right to determine coverage requirements (shift start/stop time; numbers, types and grades of employees to be assigned to a shift). Prior to bidding the basic watch schedule, the Agency must meet with the Union at the local level to discuss respective scheduling concerns. The Agency will establish three (3) core shifts: Day, Evening and Midnight shifts. Absent mutual agreement at the facility level there must be no more than three (3) ancillary shifts attached to each core shift. Management will consult with the Union at the local level when building the ancillary shifts. Permanent/rotating shifts and/or permanent/rotating days off are options that may be considered.

**SECTION 2.** Procedures for employees bidding and assignment to the basic watch schedule shall be negotiated by the Union and the facility manager, or his/her designee. Bidding and/or assignment to the basic watch schedule shall be according to seniority.

**SECTION 3.** Any change to the basic watch schedule shall be handled in accordance with Mid-Term Bargaining, established in Article 7. Assignments of individuals to a watch schedule are not considered as changes to the basic watch schedule.

**SECTION 4.** Assignments to the watch schedule shall be posted a minimum of twenty-eight (28) days in advance. The Agency must normally give no less than a seven (7) day notice of its intention to modify a posted watch schedule. In such case, it must attempt to avoid the change by soliciting qualified volunteers for forty-eight (48) hours. If the Agency determines it is necessary to modify a posted watch schedule with less than a seven (7) day notice, it must make reasonable efforts to secure qualified volunteers. Changes with less than a seven (7) day notice must not be made for the purpose of avoiding payment of overtime, holiday or other premium pay. If an employee's shift is involuntarily changed with less than a seven (7) day notice, the affected employee must be paid any night time differentials to which he/she would otherwise have been entitled, had they worked that shift.

**SECTION 5.** The Agency must approve the exchange of shifts and/or days off by employees of equal qualifications, provided the exchange does not result in overtime or violation of the basic workweek. Any such requests must normally be approved/disapproved prior to the end of the shift.

**SECTION 6.** Shift adjustments for the purpose of continuing an employee's off-duty education or professional training must be handled on an individual basis. However, the Agency agrees that in no instance must shift adjustments for this purpose interfere with the watch schedule rotation of any other employee at that facility, without the consent of the employee so affected. No employee may receive preference at the expense of another unless both employees agree to the arrangement. The employee requesting education shift adjustment must be responsible for obtaining the consent of all other employees affected.

## ARTICLE 33

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### Position Rotation And Relief Periods

**SECTION 1.** Employees should not be required to spend more than two (2) consecutive hours performing operational duties without a break away from operational areas. The supervisor is responsible for ensuring that breaks are administered in accordance with this Article.

In any facility where employees routinely spend more than two (2) consecutive hours on position without a break, the NEP or designee and the Service Area Director must meet to develop a plan to address the issue.

**SECTION 2.** Breaks are defined as a period of time during which no duties are assigned. However, employees are subject to recall.

**SECTION 3.** To the extent traffic volume and staffing levels within a facility on a given day permit, position assignments must be rotated among the qualified employees. The Agency must seek input from the Union with respect to the rotational plan that the facility will normally follow.

**SECTION 4.** First priority for breaks shall be given to providing a reasonable amount of time away from the position of operation for meals.

## ARTICLE 34

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### Working Hours

**SECTION 1.** The work week is a period of seven (7) consecutive calendar days, which in the FAA begins at 0000 hours Sunday and ends at 2400 hours (midnight) the following Saturday.

**SECTION 2.** The basic work day will normally consist of eight (8) consecutive hours, except for those employees on a compressed work schedule. The basic work week does not extend over more than six (6) of any seven (7) consecutive days.

**SECTION 3.** Employees with a regularly scheduled shift who would otherwise lose an hour of work because of the changeover to daylight

savings time must be afforded an opportunity to remain on duty at the end of their normal shift to maintain their full number of hours with normal pay.

**SECTION 4.** An Alternate Work Schedule (AWS) is a general term used to describe any schedule other than the traditional work schedule (8 hours per day, 5 days a week) such as compressed and flexible work schedules as defined in HRPM LWS-8.15.

**SECTION 5.** Subject to approval by the Employer, and based on staffing at the respective facility, an employee may elect to work a compressed work schedule or a flexible work schedule in accordance with HRPM LWS-8.15.

**SECTION 6.** An AWS shall not have an adverse impact as determined by the following:

- a. The AWS may not result in a productivity reduction.
- b. The AWS may not result in a diminished level of services furnished to the public.
- c. The AWS may not result in an increase to the cost of facility operations. Cost factors do not include AWS administration.

**SECTION 7.** Compressed work schedule option is a 4-10 schedule which consists of four (4) ten (10) hour days each week. Other options will apply (ex. 5-4-9) if allowable by law.

**SECTION 8.** The flexible work schedule allows the employee to flex up to sixty (60) minutes prior to the start of his/her scheduled shift.

**SECTION 9.** Within each employee's work schedule, a thirty (30) minute meal period shall be designated.

## **ARTICLE 35**

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### **Part-Time Employment / Job Sharing**

**SECTION 1.** Part time career employment and job sharing opportunities can help employees balance personal needs with their professional responsibilities. It is the intent of the Agency to make part-time career employment opportunities available consistent with the Agency's resource and operational requirements, for employees

who are full performance level in their current facility. Denials of requests for part-time employment will be discussed with the employees, and they will be provided specific written reasons for denials.

**SECTION 2.** Should the Agency make the determination to establish part-time positions as a condition of employment, this determination shall form the basis for negotiations in accordance with mid-term bargaining established in Article 7 (Mid-Term Bargaining).

**SECTION 3.** Except as provided in Section 4 below:

- a. The tour of duty for a part-time employee will be no less than sixteen (16) and no more than thirty-two (32) hours per week;
- b. The tour of duty for a part-time employee on an AWS may be set on the basis of thirty-two (32) to sixty-four (64) hours per pay period;
- c. A part-time employee's tour of duty will be documented on a Notification of Personnel Action.

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

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

**SECTION 6.** The Agency 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 Agency from permitting a full-time employee from voluntarily changing to a part-time work schedule.

**SECTION 7.** Any person who is employed on a full-time basis shall not be required to accept part-time employment as a condition of continued employment.

**SECTION 8.** Before an employee is assigned to a part-time position, the Agency will brief the employee on the impact of this assignment

on the following: retirement, reduction-in-force, health and life insurance, promotion, and increases in pay.

**SECTION 9.** Placement of part-time employees in the watch schedule rotation pattern shall not adversely impact the normal work schedule rotation pattern of full-time employees.

**SECTION 10.** When, as part of its consideration of a job sharing request, the Agency meets with potential job sharing candidates, the Union must be notified and given an opportunity to be present during such meetings.

**SECTION 11.** The Air Traffic Manager or designee and job sharers must sign an Agency job sharing agreement. Each job sharer must receive a copy of the job sharing agreement and must understand their individual responsibility in carrying out the duties and responsibilities of the position. Any changes to an approved job sharing arrangement must require the establishment of a new job sharing plan consistent with the provisions of this Article.

**SECTION 12.** The job sharers must be informed, before starting the job share arrangement, that the manager has the authority to approve, revise, or terminate a job sharing agreement. All parties, including job sharers, agree to provide a thirty (30) day notice before terminating a part-time assignment or job share agreement. The expectation that the remaining job sharer is to work full-time until another job sharer is found in the event that one job sharer is unable to maintain the agreed upon schedule, goes on extended leave, resigns, or takes another job, should be clearly stated.

## **ARTICLE 36**

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### **Employee Express**

**SECTION 1.** All employees are required to use Employee Express to process personnel actions which are capable of being accomplished through Employee Express. Employees who have physical impairments must receive assistance, upon request, in order to process their payroll and personnel information using Employee Express.

**SECTION 2.** The Parties agree that for all employees who do not

have personal workstations with computer and printer access, access must be provided during administrative hours to computers and printers in administrative areas for the purpose of using Employee Express. These computers must not be computers already assigned at personal workstations.

**SECTION 3.** Employees must have the ability to access Employee Express while in a duty status, if otherwise in a duty status. If not on a duty status, Employee Express will continue to be made available through the use of the internet outside the firewall of the FAA.

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## ARTICLE 37

### Back Pay

**SECTION 1.** In accordance with 5 USC Chapter 71, the Parties recognize the power of an appropriate authority to render a remedy in accordance with the provisions of 5 USC 5596.

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## ARTICLE 38

### Overtime

**SECTION 1.** Definitions.

“Qualified” refers to possessing the skills, certifications, and job knowledge necessary to perform the work required.

“Credited” refers to hours of overtime offered whether or not actually worked.

**SECTION 2.** Overtime work is hours in a pay status in excess of eight (8) hours in a day or forty (40) hours in a work week as provided for in applicable laws and regulations. For employees using an alternate work schedule, overtime work is work performed in excess of the number of hours the employee was scheduled to work in a day or hours in a pay status exceeding an eighty (80) hour biweekly pay period.

**SECTION 3.** Overtime pay will be computed in accordance with applicable laws, rules, and regulations.

**SECTION 4.** When overtime work is to be performed, the overtime

shall be first offered to qualified bargaining unit employees that are available to perform the overtime assignment. The Agency agrees that overtime work will be offered equitably among the qualified bargaining unit employees. The Employer will maintain one overtime roster at each facility where bargaining unit employees are employed. For equity purposes the rosters will indicate overtime worked and overtime declined. The roster will be established using seniority. Overtime will first be offered on a voluntary basis by seniority to the employee with the least amount of credited overtime. Ties of two or more Specialists with the least amount of credited overtime will be resolved by seniority. If there are no volunteers, the employee with the least amount of credited overtime and available for the overtime assignment will be directed to perform the overtime; if there is a tie, it will be resolved by reverse seniority.

**SECTION 5.** If an employee assigned to work overtime can secure a qualified replacement, he/she must be relieved of the assignment. If the employee cannot secure a qualified replacement, the employee must work the overtime. An employee must be relieved of an overtime assignment when, in the judgment of the Agency:

- a. the health or efficiency of the employee may be impaired; or
- b. an emergency makes it impossible for the employee to perform the overtime duty.

**SECTION 6.** When it is necessary for employees to return to the work site outside of their scheduled work hours to perform unscheduled overtime work, they shall be guaranteed two (2) hours of overtime work.

**SECTION 7.** If an employee is scheduled/called in to perform overtime work on his/her regular day off, he/she must be provided the opportunity to work eight (8) hours.

**SECTION 8.** If an employee declines overtime, for the purposes of this Agreement in determining the equal distribution of overtime, the overtime refused will be counted as overtime worked.

**SECTION 9.** The Employer will provide the Union, upon request, a copy of the overtime roster

**SECTION 10.** Annual leave may be granted to any employee regardless of whether or not overtime work is being performed at the time by other employees on the shift.

**SECTION 11.** In the event of holdover overtime, the Agency must notify the employee as soon as possible before the end of the employee's regular shift. For the purpose of equitability, holdover overtime must be made available to employees on the overtime roster. There is no separate overtime roster for holdover overtime.

**SECTION 12.** Every year, on January 1 the amount of overtime worked and declined in the overtime roster must be reset to zero.

## **ARTICLE 39**

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### **National Pay Procedures**

**SECTION 1.** The nation-wide payday will be on the earliest day practicable following the close of the pay period. Such payday will be the second Tuesday after the close of the pay period unless otherwise mandated by Congress or Executive Order.

**SECTION 2.** Statements of Earnings and Leave will normally be available on Employee Express no later than the second Tuesday after the close of the pay period.

**SECTION 3.** Payments made by the Agency for salary or other type(s) of payment(s) are made by Electronic Funds Transfer (EFT) except as otherwise provided for in 31 CFR Part 208, Section 4. Any payment(s) made by EFT must be made to the financial institution of the employee's choosing. Electronic Funds Transfers of salary or other type of compensation payments will not result in a fee to the employee.

**SECTION 4.** If an employee does not receive his/her salary via paper check/EFT by close of business on the established payday, or the amount is incorrect, the employee is responsible for notifying the Agency.

- a. In the event of an EFT error, the Agency payroll system must process an EFT within twenty-four hours (24) of bank verification.

- b. In the event a paper issued check has been lost, destroyed, mutilated, stolen, or when the payee claims non-receipt of his/her U.S. Treasury check, the Agency must issue a recertified check as early as the third workday and not later than the fifth workday after the employee notifies the Agency.

**SECTION 5.** W-2 forms and wage and tax statements will be issued no later than January 31 of each year unless otherwise specified by law.

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## **ARTICLE 40**

### **Severance Pay**

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

**SECTION 2.** The amount of severance pay shall be one (1) week's salary for each year of the first ten (10) years of service and two (2) week's salary for each year of service after ten (10) years.

**SECTION 3.** Upon separation, the Employer shall pay the employee severance pay at biweekly intervals in an amount equal to his/her basic salary. Employees who are eligible for severance payments will be offered the opportunity to elect payment in one (1) or two (2) lump sum payments, rather than on the biweekly basis if expressly authorized by law.

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## **ARTICLE 41**

### **Career Transition Assistance**

**SECTION 1.** Unless otherwise specified in this Agreement, the Agency must provide career transition assistance in accordance with Human Resource Policy Manual, EMP-1.22, Career Transition Program, to all employees who have received an FAA reduction-in-force (RIF) separation notice or who have been separated through RIF procedures in the FAA (displaced employees) as well as to employees who are likely to face displacement through anticipated

FAA RIF or internal reorganization/realignment to a different position (surplus employees).

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

**SECTION 3.** An employee who has declined a directed reassignment as the result of a transfer of function outside the local commuting area and who has received a proposed separation notice or has been involuntarily separated is considered an affected employee.

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

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

**SECTION 6.** Surplus, displaced, and affected employees will be given reasonable access to government local and long distance telephone service, copy machines, computers, Internet access and e-mail, and printers and fax machines, where available and not in use by the Agency, for career transitioning activities.

**SECTION 7.** The Agency must supply closeout performance evaluations to any displaced or affected employee who has been working under an existing position description for at least ninety (90) days.

**SECTION 8.** Affected employees who have received a proposed separation notice, but who have not yet received a final separation notice, must receive priority consideration for vacancies within the Air Traffic Organization (ATO) for which they are qualified, within the local commuting area. However, even if the displaced employee is found well-qualified for a position, there is no agency

obligation to give priority if selecting a current FAA employee in the commuting area.

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

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

First consideration means that the resume/application of the involuntarily separated applicant(s) for a position must be forwarded to the selecting official for consideration ahead of candidates outside the Agency. There is no agency obligation to give priority if selecting a current FAA employee in the commuting area.

**SECTION 10.** Relocation expenses are not authorized for affected employees under the provisions of this Article.

**SECTION 11.** Affected employees who are involuntarily separated must be provided a letter explaining their eligibility for first consideration. This letter must be given to an employee simultaneously with the final separation notice.

## **ARTICLE 42**

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### **Bidding Procedures**

**SECTION 1.** All vacancy announcements for bargaining unit positions must be open for a minimum of twenty-one (21) days before the closing date of the announcements. Vacancy announcements must be posted on the FAA Web site weekly. Access to the FAA Web site must be afforded to all bargaining unit

employees (BUEs) through the computers provided for in Article 36\_ (Employee Express).

**SECTION 2.** All bids must be post marked by the closing date of the vacancy announcement.

**SECTION 3.** All bids must be receipted for by the appropriate official and a copy of the receipt must be forwarded to the employee within ten (10) calendar days of receipt of the close of the bid.

**SECTION 4.** All qualification requirements must be posted on the vacancy announcements at the time the announcement is made.

**SECTION 5.** If the Agency decides to interview any qualified employee on the selection list, then all on the list who are qualified must be interviewed. If the selection list is shortened to a best qualified list through a comparative process, then the best qualified list must be considered to be the selection list. If it is determined that interviews are required and telephone interviews are not utilized, travel expenses incidental to these interviews must be paid in accordance with the Agency's travel regulations and this Agreement.

**SECTION 6.** If as a result of a grievance being filed under this Article, the Agency agrees or an arbitrator decides that an employee was improperly excluded from the best qualified list, he/she must receive priority consideration, as defined in Article 61 (Priority Consideration), for the next appropriate vacancy for which he/she is qualified. If the employee is selected for the vacancy, the priority consideration must be considered to be satisfied. An appropriate vacancy is one at the same grade level, which would normally be filled by competitive procedures, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable opportunities as the position for which the employee was improperly excluded.

**SECTION 7.** In the event two (2) or more employees receive priority consideration for the same vacancy, they may be referred together. However, priority consideration for separate actions must be referred separately and in the order received based on the date the determination of improper exclusion is made.

**SECTION 8.** Within twenty-one (21) days of a request, the following information must be made available to the employee, if requested:

- a. whether the employee was considered for the position and, if so, whether he/she was found eligible on the basis of the minimum qualification requirements for the position;
- b. whether the employee was one of those in the group from which selection was made; i.e. one of the best qualified candidates available and appeared on the list made available to the selecting official;
- c. any record of formal or informal supervisory appraisal of past performance used in considering the employee for the position;
- d. who was selected for the position; and
- e. in what areas, if any, the employee should improve to increase his/her chances for future selection.

**SECTION 9.** Release dates are subject to the staffing requirements of his/her current facility as well as the needs of the target facility. Every reasonable effort must be made to provide a release date within six (6) months of selection. If a six (6) month release date is not practicable, the Agency must propose a fixed date that the employee may accept or decline.

## **ARTICLE 43**

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### **Temporary Promotions**

**SECTION 1.** When a bargaining unit employee is temporarily assigned to a higher-level position for a period of fifteen (15) days or more, that employee must be given a temporary promotion for the duration of the assignment. The Agency will undertake necessary administrative requirements and process necessary paperwork.

**SECTION 2.** When competitive procedures are not used, the position will be placed on an intra-facility notice soliciting volunteers. The notice must contain the qualifications established by the Agency, if any, and the length of the temporary promotion. The employee selected for the position must be given an immediate temporary promotion. The Agency will undertake necessary administrative requirements and process necessary paperwork.

**SECTION 3.** All temporary promotions will be documented.

**SECTION 4.** Competitive procedures will be used to fill temporary promotions of more than one hundred twenty (120) days.

**SECTION 5.** Union representatives must not be required to fill any temporary promotion as long as other qualified bargaining unit employees are available.

**SECTION 6.** The Agency must advise the local Union representative in writing when a bargaining unit employee has been temporarily promoted outside of the bargaining unit. The notice must include the duration of that assignment.

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## **ARTICLE 44**

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### **Temporary Assignments Away From The Facility**

**SECTION 1.** Prior to a temporary assignment away from the facility, volunteers shall be solicited. The most senior volunteer who meets the qualifications, as determined by the Agency, shall be selected. Qualifications include facility needs and the requirements of the temporary assignment. In the absence of volunteers, the Agency shall make assignments on an equitable basis.

**SECTION 2.** Whenever possible, the Agency will provide at least thirty (30) days advance notification for duty assignments away from the facility. The Agency will adjust the schedule of the employee to avoid travel on the employee's days off. If the notification is less than thirty (30) days the Agency, if able, will honor the employee's request to change days off to avoid travel on his/her day off. If the Agency is not able to honor the request to change days off the employee will be entitled to travel compensatory time in accordance with HR directives.

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## **ARTICLE 45**

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### **Temporarily Disabled Employees / Assignments**

**SECTION 1.** At his/her request, an employee who is determined by the Agency to be temporarily medically or physically unable to perform the duties of his/her position shall be assigned other facility

duties, to the extent such duties are available. If such duties are not available, the Agency may offer assignment of work at other air traffic facilities within the commuting area, to the extent such duties are available.

**SECTION 2.** Such employees shall continue to be considered for promotional opportunities for which they are otherwise qualified.

**SECTION 3.** Employees assigned duties under the provisions of this Article shall continue to be considered as bargaining unit employees and shall be entitled to all provisions of this Agreement and those provided by law and regulation.

**SECTION 4.** At his/her request, an employee who is temporarily restricted by the Agency from performing the duties of his/her position because of medications may be assigned other duties in accordance with Section 1 of this Article.

**SECTION 5.** Employees who are restricted by the Agency due to medical issues may be assigned part-time employment at their request, in accordance with this Agreement, provided their medical condition does not inhibit their ability to perform available duties.

**SECTION 6.** When work is not available under Section 1, 4, or 5 of this Article, sick leave shall be taken. At the employee's option, annual leave, LWOP, or compensatory time may be substituted for sick leave.

**SECTION 7.** The applicable provisions of FAA Order 7210.3, Medical Status Determinations on 2154's, shall apply.

## **ARTICLE 46**

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### **Realignment Of The Workforce**

**SECTION 1.** The Agency shall notify the Union President as soon as possible but not less than ninety (90) days in advance of the closure of a facility, facility consolidation, or inter-facility reorganization requiring reassignment of employees.

**SECTION 2.** The Agency shall notify the Union representative not less than sixty (60) days prior to intra-facility reorganizations involving bargaining unit employees.

**SECTION 3.** When imbalances exist within a facility which requires retraining of individuals to solve the imbalance, each vacancy shall be filled by the reassignment of the most senior qualified volunteer. If there are no volunteers, inverse seniority shall apply from among the qualified employees. The transfer of employees must be accomplished within three (3) months of the close of solicitation. If the transfer is not accomplished within three (3) months of the close of the solicitation, the selection list must be considered void.

**SECTION 4.** In the event that an administrative/directed reassignment becomes necessary as a result of one of the actions stated in this article, the Agency shall expedite existing selections awaiting release to/from affected facility(s) prior to making a decision as to the number of employees to be affected as well as the locations involved. Should it be determined that there are still employees subject to directed reassignments, the Agency agrees to set qualifications and solicit volunteers. The Agency will then assign the most senior volunteers. If there are insufficient volunteers, inverse seniority shall apply from among qualified employees. Employees who are given a directed reassignment shall be entitled to receive permanent change of station (PCS) benefits in accordance with the FAATP. A directed reassignment is defined as an involuntary reassignment without loss in grade or base pay from one position to another, within or outside the local commuting area.

**SECTION 5.** Nothing in this article is intended as a waiver of any bargaining obligation with respect to remaining substantive issues and/or the impact and implementation arising from any change as a result of the implementation of any provision of this article.

## **ARTICLE 47**

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### **Reduction-In-Force (RIF)**

**SECTION 1.** The Agency agrees to avoid or minimize a RIF by taking such actions as restricting recruitment and promotions, by meeting ceiling limitations through normal attrition, and by reassignment of qualified surplus employees to vacant positions.

**SECTION 2.** The Agency agrees to notify the Union when it is determined that a RIF action will be necessary within the unit. The

Union will be notified as to the number of positions to be reduced and the vacant positions that the Agency has authorized for staffing. At this time, the Agency and the Union will negotiate the procedures and appropriate arrangements that the Agency will follow in the implementation of the RIF. This notification shall be made at least ninety (90) days before implementation.

**SECTION 3.** In the event of a RIF, the affected employee and the Union representative will be provided access to master retention registers relative to his/her involvement, upon request.

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

## **ARTICLE 48**

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### Technological / Procedural Changes

**SECTION 1.** If the Agency agrees to provide other Unions with an overview briefing at the national level concerning the Capital Investment Plan (CIP) on the briefing status of the Agency's modernization effort, NAGE will also be invited to attend. The Agency further agrees to separately brief the Union on any particular project identified by the Union as a result of the overview briefings described above.

**SECTION 2.** The Agency must promptly notify the Union as to the formulation of any such workgroup(s) which affects bargaining unit employees. The scope of the workgroup must be defined in writing and communicated to each member prior to the commencement of business. The extent to which the individual Parties are empowered to reach agreement in specific areas must be determined in writing by the respective Parties.

When bargaining unit employees are to be assigned, as members of a workgroup, the Agency shall advise the Union of the necessary qualifications. The Union shall be given the opportunity to submit a list of candidates for Agency consideration. If the Agency determines none of the submitted candidates are suitable, they will ask the Union for additional candidates. A bargaining unit employee assigned to any workgroup does not in any way speak on behalf of or otherwise represent the Union.

Bargaining unit workgroup members must be provided access to the same information as any other workgroup member. A bargaining unit member selected to participate on a workgroup shall have his/her days off changed to allow participation in a duty status and must be released to participate in the workgroup absent an emergency or special circumstances. Agreements reached by the Parties in the workgroup(s) referenced above must be reduced to writing and must be binding on both Parties.

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

**SECTION 4.** The Agency agrees to notify the Union at least sixty (60) days prior to the In-Service Decision (ISD) of the proposed implementation of technological changes affecting employees, unless operational necessity requires a shorter notice period. Except for the initial notice period, as specified above, the provisions of Article 7 (Mid-Term Bargaining) of this Agreement govern negotiations between the Parties on the impact of changes arising from revisions to technology, procedural, and/or airspace changes, as well as the effect of procedural and/or technological tests which impact employees.

**SECTION 5.** Nothing in this Article must be construed as a waiver of any Union or Agency right.

## **ARTICLE 49**

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### **Studies Of Employees And Their Working Conditions**

**SECTION 1.** The Agency shall advise the Union President, in writing, when a study is to be conducted regarding or involving bargaining unit employees. The Union may designate a representative to serve as its liaison between a study group and/or the Agency.

**SECTION 2.** Before entering into a study, the Union and the

employees shall receive a document stipulating the conditions under which the study will be conducted and a statement of intent and practice by which data will be held in confidence. The Union shall receive a copy of the study concurrently with its submission to the Agency.

**SECTION 3.** The Agency shall refrain from any efforts to relate data to any individual participant in a study.

**SECTION 4.** Prior to conducting a study that involves measurement of workload, job task analysis, or any other measurement of employees' job performance, the Agency shall provide the Union written notice and an opportunity to participate.

**SECTION 5.** Employees who have participated and/or their designated Union representatives shall be afforded an opportunity to review and comment, in advance, on any resulting study publications.

**SECTION 6.** All examinations/studies shall be conducted on the employee's duty time.

**SECTION 7.** Any participation in studies shall not adversely affect any compensation, benefits or travel and per diem to which an employee is otherwise entitled.

## **ARTICLE 50**

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### **Surveys And Questionnaires**

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

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

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

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

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

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

**SECTION 7.** The Union representative shall participate in all debriefing and action planning sessions involving employees including, but not limited to, the Survey Feedback Action (SFA).

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## **ARTICLE 51**

### **Safety Culture**

**SECTION 1.** Any time a bargaining unit employee is appointed as a subject matter expert to a Safety Management System (SMS) panel, at either the local, regional or national level, the union official at the appropriate level shall be notified.

**SECTION 2.** The President of NAGE shall be the proper point of contact for regional and national panels. The local facility representative shall be the proper point of contact for local panels.

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## **ARTICLE 52**

### **Safety Occurrence Processes**

**SECTION 1.** The Air Traffic Organization (ATO) is responsible for ensuring the safe, expeditious flow of air traffic throughout the National Airspace System (NAS). The procedures for ensuring quality control are established in the ATO Quality Control Order 7210.634.

**SECTION 2.** Upon request, an employee who experiences one of the following safety occurrences shall be removed from his/her position as soon as operationally possible:

- a. A loss of required separation; or
- b. An aircraft lands or departs on a runway closed to aircraft operations after receiving air traffic authorization; or
- c. An aircraft lands or departs on a runway closed to aircraft operations at an uncontrolled airport and it was determined that a NOTAM regarding the runway closure was not issued to the pilot as required; or
- d. Less than the applicable separation minimal existed between an aircraft and adjacent airspace without prior approval; or
- e. An aircraft penetrated airspace that was delegated to another position of operation or another facility without prior coordination and approval; or
- f. An aircraft penetrated airspace that was delegated to another position of operation or another facility at an altitude or route contrary to the altitude or route requested and approved in direct coordination or as specified in a letter of agreement (LOA) pre-coordination, or internal procedure; or
- g. An aircraft is either positioned and/or routed contrary to that which was coordinated individually or; as specified in a LOA/ directive between positions of operation in either the same or a different facility; or
- h. An aircraft, vehicle, equipment, or personnel encroached upon a landing area that was delegated to another position of operation without prior coordination and approval.

**SECTION 3.** When the Agency becomes aware of any loss of standard separation of less than sixty-six percent (66%), runway incursions, any time an employee requests to be relieved from an operational position, or the Agency has elected to relieve an employee from an operational position due to an occurrence, as defined by the 7210.632, the Facility Representative or his/her designee shall be notified.

**SECTION 4.** The Facility Representative, or their designee, will be afforded the opportunity to be present for any interview of an employee conducted by the Agency as the result of a mandatory occurrence report (MOR) or electronic occurrence report (EOR).

By mutual consent of the Agency, employee(s) and the Union, interviews may be accomplished by telephone. The employee and their Union representative shall be permitted to review all available information prior to the interview. Employees shall be on duty time and the Union representative shall be granted official time to participate in these proceedings.

**SECTION 5.** The Agency shall provide the Facility Representative, or his/her designee, with the names of all bargaining unit employees to be interviewed. The Agency shall collaborate with the Facility Representative, or their designee, to establish an interview schedule. The Agency has determined that no changes to an employees' schedule may occur without the consent of the employee.

**SECTION 6.** Signed employee statements will only be required in the event of an aircraft accident/incident, pilot deviation, vehicle/pedestrian deviation, or near midair collision reports.

**SECTION 7.** If the Agency determines that a review is warranted through the QA Risk Analysis Process (RAP) or a QC Service Review the following provisions apply:

- a. Involved employee(s) shall be notified as soon as possible that a review was conducted. This notification shall not occur while employees are working a position.
- b. The Agency shall offer, and afford, sufficient duty time to complete an ATSAP report. The time to file an ATSAP should occur as soon as operationally possible, but need not occur during the same duty day. Normal ATSAP timelines apply to these submissions; timeliness will be based on the actual allocation of duty time. Employees that have already filed an ATSAP report but request to add additional information to their report shall be provided time under this section.
- c. Employees shall be permitted to review the performance documentation and recorded data concerning the occurrence prior to submitting an ATSAP report.

**SECTION 8.** The Facility Representative, or their designee, shall be afforded the opportunity to participate in QC Service Reviews when a bargaining unit employee participates in the process. QC

Service Reviews will be conducted in a collaborative manner and any findings of the reviews will, when practicable, be jointly developed.

## **ARTICLE 53**

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### **Occupational Safety And Health**

**SECTION 1.** The Agency must abide by 29 CFR 1910, 29 CFR 1926, 29 CFR 1960, FAA Order 3900.19, 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 Agency must 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. The Agency must follow consensus standards, Agency guidelines, policies and current industry standards in order to achieve these conditions.

**SECTION 3.** The Agency agrees to continue Occupational Safety, Health, and Environmental Compliance Committees (OSHECCOMs), in accordance with Executive Order 12196. The following procedures must apply to established OSHECCOMs:

- a. National OSHECCOM: The committee must meet as frequently as required by the OSHECCOM Charter. The Union must be entitled to designate one (1) representative.
- b. Regional OSHECCOM: The committees must meet as frequently as required by the OSHECCOM Charter. The Union must be entitled to designate one (1) representative per region.
- c. Local OSHECCOM: The committees must meet as frequently as required by the OSHECCOM Charter. The Union must be entitled to designate one (1) representative. The committee must 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 must 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 must forward recommendations to the facility manager for action on matters concerning occupational safety, health, lighting and air quality. The facility manager must, within a reasonable period of time, but not to exceed thirty (30) days, advise the committee that the recommended action has been taken, or provide reasons, in writing, why the action has not been taken. If the recommended actions are beyond the authority of the Air Traffic Manager, he/she must forward the committee recommendations to the appropriate authority for action as soon as practicable.

- d. Union representative(s) must be on duty time, if otherwise in a duty status, and entitled to travel and per diem when participating in meetings and training required by the OSHECCOM. If requested by the representative(s), the Agency must make every reasonable effort to change his/her days off to allow participation in a duty status.

**SECTION 4.** Union-designated Occupational Safety and Health Committee members must receive training in accordance with Executive Order 12196, 29 CFR 1960.58 and 1960.59(b). Bargaining unit employees must receive safety and health training in accordance with 29 CFR 1960.59(a).

**SECTION 5.** The Agency must supply and replenish first aid kits which must 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 must be readily accessible to bargaining unit employees at all hours of facility operation.

**SECTION 6.** Each facility must annually review fire evacuation procedures with all personnel. Training must be provided to personnel at each facility in accordance with 29 CFR 1910 and FAA Order 3900.19 and the fire evacuation procedures at that facility. Facility fire evacuation plans must be conspicuously displayed and reviewed with every employee once a year. Assistance from local fire departments may be utilized in developing evacuation plans and conducting the training required under this Section.

**SECTION 7.** The Agency must continue to provide locally administered first aid and CPR training course(s) for bargaining unit employees who volunteer for such training. All training must be conducted on duty time by any local agency which is accredited by the Red Cross or other accredited authority.

**SECTION 8.** In the event of construction, building maintenance, repairs and/or remodeling within a facility, the Agency must insure that proper safeguards are maintained to prevent injury to bargaining unit employees.

**SECTION 9.** If the Agency initiates or permits the use or storage of chemicals, pesticides or herbicides at any facility, Material Safety Data Sheets (MSDS) for each chemical, pesticide or herbicide must 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 must be reasonably accommodated in a manner so as to prevent exposure. All chemicals, pesticides and herbicides must be used in accordance with applicable law and the manufacturer's guidelines and precautions.

**SECTION 10.** The Agency must insure that claims for personal injury are processed in a timely manner in accordance with Article 75 (Injury Compensation).

**SECTION 11.** The Agency must test for evidence of drinking water contamination (by radon or other contaminants exceeding EPA water quality standards) at each air traffic facility, at least once every three (3) years and more often if there is evidence of possible contamination. If such testing validates the contamination, and if corrective action or abatement cannot readily be taken, the Agency must provide bottled water and associated equipment or other potable water meeting EPA/OSHA standards for the use of all bargaining unit employees until the contamination has been corrected/abated, as evidenced by a normal water test taken at least ten (10) days following correction/ abatement.

**SECTION 12.** Indoor air quality concerns identified by the local Occupational Safety and Health Committee, must 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 must be provided to the local Union as soon as they are available.

## ARTICLE 54

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### Wellness Centers And Physical Fitness Programs

**SECTION 1.** The Parties recognize that physical fitness programs and wellness centers contribute to increase productivity, reduce health insurance premiums, improve morale, reduce turnover, enhance the ability of employees to cope with stressful situations, and increase Agency recruitment potential.

**SECTION 2.** By mutual agreement, the Parties may form a Wellness Committee at the local level. The committee should be formed in a manner that fairly represents all facility employees. The Union, at its election, may designate a representative to serve as a member of the committee.

## ARTICLE 55

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### Human Factors

**SECTION 1.** To meet the Agency's goal of reducing and/or eliminating safety risks within the National Airspace System (NAS), the Parties agree that risks resulting from human factors can be mitigated. The continuous operation of the NAS and the associated impact on the employees who work within that system serve to reinforce the importance of human factors considerations in the operation of the Agency's facilities.

**SECTION 2.** The Civil Aerospace Medical Institute (CAMI) may collect any and all data regarding human factors/causal factors associated with safety occurrences. All participation must be voluntary and no individual names must be recorded in the database. Participants must be those directly involved with, or associated with, safety occurrences at the participating facilities. Interviews must be conducted in a secure, confidential, closed-door setting so that employees feel comfortable.

## ARTICLE 56

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### Equal Employment Opportunity (EEO)

**SECTION 1.** The Parties support an organization environment that values the difference and diversity that individuals bring to the work place. It is agreed between the Parties that there shall be no discrimination against any employee on account of age, race, sex, sexual orientation, physical handicap, color, religion, or national origin.

**SECTION 2.** The Employer and the Union jointly support an environment that is free of discrimination and sexual harassment. Every effort shall be made to protect and safeguard the rights and opportunities of all individuals to seek, obtain, and hold employment without sexual harassment or discrimination of any kind in the work place.

**SECTION 3.** The Union may designate one (1) member to any national agency committee or discussion group that is comprised of multiple air traffic unions that addresses EEO matters that may impact the bargaining unit. When the meeting is conducted by telecom, the Union member shall receive official time for participation. When the Agency convenes an on-site meeting, the Union committee member is entitled to receive official time, travel and per diem.

**SECTION 4.** Unit employees who feel they have been discriminated against have the right to discuss their complaint with an Equal Employment Opportunity counselor and may file a formal complaint. The employee may choose to have a personal representative when filing a formal complaint.

**SECTION 5.** Copies of reports compiled by the Employer, that depicts the work force profile by series and by race/national original and sex (R/N/S) in each category, will be furnished to the Union.

**SECTION 6.** The Union President and facility representatives shall be provided a current list of regional EEO counselors and information on the EEO complaint system and counselor duties. The Employer shall post the names, addresses, and telephone numbers of all EEO counselors in a location at each FAA facility that is frequented by unit employees.

**SECTION 7.** Procedures for processing complaints of discrimination in Federal employment based on race, color, religion, sex, sexual orientation, national origin, age, or handicap will be in accordance with applicable laws and regulations. Procedures are available in the EEO office. Employees must contact an EEO counselor within forty-five (45) calendar days of an alleged offense to initiate an EEO complaint.

**SECTION 8.** The Parties jointly support the tenets of the Notification and Federal Employee Antidiscrimination and Retaliation Act of 2002 (“No FEAR Act”).

## **ARTICLE 57**

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### **Employee Assistance Program (EAP)**

**SECTION 1.** The Employee Assistance Program (EAP) is designed to promote the well-being of employees and their family/household members through counseling and referral services. The program focuses on assisting employees with personal problems which may include but are not limited to: financial (debts, supplementary income, etc.); family (marital relations, in-law problems, child-parent relations, death of a family member, etc.), and health (medical, alcoholism, substance abuse, mental illness, psychological counseling, stress reductions, etc.).

**SECTION 2.** Participation in the EAP is voluntary.

**SECTION 3.** Unit employees who may have personal problems are encouraged to voluntarily seek counseling and information on a confidential basis by contacting the EAP. The EAP will provide counseling, diagnosis, and professional referral services as needed.

**SECTION 4.** The Parties agree to continue the EAP committee at the national level. The committee shall meet semi-annually at a time and place determined by the Employer to discuss, exchange views, and make recommendations on EAP matters as they concern bargaining unit employees. The Union may designate one (1) member to the national EAP committee. During periods of participation, the member of the committee shall be on duty time and receive travel and per diem expenses. The national EAP contractor shall meet with

the national EAP committee at least once annually and more often as necessary.

**SECTION 5.** At least once annually, the EAP contractor shall provide information on the EAP program to each employee. This information may be in the form of brochures and/or wallet-size cards.

**SECTION 6.** In cases where an employee consults an EAP counselor for a problem unrelated to substance abuse and disagrees with any resulting diagnosis, the following shall apply:

- a. The employee may advise the flight surgeon within seventy-two (72) hours of the employee's intent to seek a second diagnosis;
- b. The employee may consult a medical professional of the employee's choosing to obtain a diagnosis;
- c. The employee may submit the second diagnosis to the flight surgeon within thirty (30) days of the notice provided under subsection 6a;
- d. The flight surgeon will review any diagnosis submitted by the employee under subsection 6c prior to deciding whether rehabilitation is necessary.

**SECTION 7.** It is understood that individuals associated with the EAP contractor do not make any evaluations regarding an employee's fitness for duty. However, under certain circumstances the EAP manager may contact the flight surgeon regarding the situation of the employee.

## **ARTICLE 58**

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### **Moving Expenses**

**SECTION 1.** Unless otherwise specified in this Agreement, reimbursement for moving expenses must be in accordance with the Federal Aviation Administration Travel Policy (FAATP).

**SECTION 2.** Official station is the building or air traffic facility to which the employee is permanently assigned. Where the Agency has indicated PCS benefits are offered for a voluntary move, an employee transferring from one official station to another for permanent duty is authorized reimbursement of moving expenses and temporary quarters subsistence when the following conditions are met:

- a. the transfer is in the interest of the Government and is not primarily for the convenience or benefit of the employee or at the employee's request; and
- b. official stations are separated by at least fifty (50) miles; and
- c. the commuting distance between the old residence and the new official station is fifty (50) miles greater than the distance to the old official station; and
- d. the commuting distance from the new residence to the new official station is at least 10 miles less and the commuting time thirty minutes less than the commuting distance and time from the old residence to the new official station; and
- e. the employee signs a service agreement.

**SECTION 3.** Employees who are involuntarily moved as a result of facility relocation, closure, co-location, consolidation, de-consolidation/de-combining of facilities or other facility realignments, or directed reassignment, will be authorized reimbursement of moving expenses when the following conditions are met:

- a. official stations are separated by at least fifty (50) miles; or
- b. official stations are separated by at least ten (10) miles and the commuting time is increased by at least 30 minutes (employees who are granted reimbursement under Section 3.b are not authorized reimbursement for house-hunting trips, temporary quarters or storage of household goods) and
- c. the Agency has determined that the relocation was incident to the change of official station, in accordance with the FAATP

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

- a. the employee is authorized relocation benefits for a PCS in accordance with the FAATP and this Agreement;
- b. both the old and new official stations are located within a non-foreign area;
- c. the employee is not assigned to government or other pre-arranged housing at the new official station; and

- d. the old and new official stations are seventy-five (75) or more miles apart (as measured by map distance) via a usually traveled surface route.

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

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

- a. Any time expended in a house-hunting trip is included in the initial sixty (60) day period.

Temporary quarter's authorizations may be extended in accordance with the FAATP.

- b. For employees authorized the fixed rate method of reimbursement, subsistence costs must be reimbursed for no more than thirty (30) days. This time period is not reduced if the Agency authorizes a house-hunting trip.

**SECTION 6.** Use of the relocation services contract may be authorized when the new official station is at least fifty (50) miles from the old residence (as measured by map distances) via a usually traveled surface route.

**SECTION 7.** Any cap on property value which may apply to reimbursement of authorized sale or purchase of real estate will be in accordance with the FAATP.

**SECTION 8.** Employees may choose to receive reimbursement for a property management services fee on an employee's residence in lieu of reimbursement for real estate expenses associated with the sale of a residence at the old duty station in accordance with the FAATP. Employees who elect to use the property management services, and are not reimbursed for real estate expenses associated with the purchase of a residence at the new duty station in accordance with

the FAATP, will receive an incentive payment equal to five thousand five hundred forty-five dollars (\$5,545.00), less applicable taxes.

**SECTION 9.** When reimbursement of travel expenses is authorized, employees will receive a miscellaneous expense allowance equal to one (1) week's basic salary, including locality pay of the new official station, at the GS-13, Step 1 level. No receipts are required to substantiate expenses incurred under this Section.

**SECTION 10.** Reimbursement for the cost of shipping a Privately Owned Vehicle (POV) within the CONUS will be authorized when the distance between the old and the new duty stations exceeds fifteen hundred (1,500) miles and it is determined to be advantageous and cost effective to pay the cost of shipping the employee POV compared to the costs associated with driving the POV to the new duty station. Reimbursement must be based on the most advantageous method of transportation to the Government. Employees are responsible for any cost exceeding the most advantageous method of transportation. Vehicles that may be transported under this policy include passenger automobiles, station wagons, and certain small trucks or other similar vehicles that are primarily for personal transportation. Shipment is not authorized for trailers, recreational vehicles, airplanes, or any vehicle intended for commercial use. The employee is authorized the use of a rental car while waiting for the arrival of his/her POV, for which shipment was authorized, and must be entitled to reimbursement for a period up to two (2) weeks. The Agency must extend this time frame if there is a delay in the delivery of the employee's POV through no fault of the employee.

**SECTION 11.** The Agency will pay the shipping cost of replacement vehicles to the post of duty outside the continental United States if the requirements of the FAATP are met.

**SECTION 12.** All reimbursable PCS travel, including that of the immediate family, and transportation, including that for the shipment of household goods must be completed within eighteen (18) months of the effective date of the employee's transfer. The eighteen (18) month time limitation may be extended for an additional period of time not to exceed six (6) months by the authorizing official

where there is a demonstrated need due to circumstances which have occurred during the initial eighteen (18) months and have been determined to be beyond the employee's control. Employees must submit a written request for waiver to the authorizing official as soon as the need for an extension is determined but before the expiration of the eighteen (18) month time limitation. The maximum time for beginning travel and transportation must not exceed twenty-four (24) months from the effective date of the transfer under any circumstances.

**SECTION 13.** The Agency will make available to an employee, who is changing stations, access to all pertinent directives in connection with moving expenses and will assist the employee in obtaining answers to any questions the employee may have regarding his/her change of station and in completing all required forms.

**SECTION 14.** When alternatives are available under law and regulation for transporting household goods, vehicles, dependents, etc., the Agency will explain the alternatives to the employee and allow the employee to choose the permissible alternatives which most meet his/ her personal needs. Employees will be authorized duty time for travel to a new duty station in accordance with the FAATP.

**SECTION 15.** Any relocation allowance offered must be specified on vacancy announcements. The Agency may offer a full PCS (which may or may not include relocation services), or a fixed relocation payment in the amount of up to \$27,000.00 in accordance with the FAATP. In the case of an involuntary move, the employee may elect a full PCS or a fixed relocation payment in the amount of \$27,000.00.

**SECTION 16.** When an employee is authorized reimbursement via the fixed relocation payment, the Agency will offer the employee the option of using the Agency's household goods transportation program. If the employee elects such option, the Agency will withhold the estimated transportation costs (as determined by the vendor) plus a reasonable amount (not to exceed ten percent [10%]) to cover any overages. Upon completion of the transportation of household goods, the employee will receive any amounts in excess of the actual cost of transportation which were temporarily withheld from the employee's payment.

**SECTION 17.** An employee who is authorized reimbursement via the fixed relocation payment will not be required, by the Agency, to itemize individual expenses or repay any amount which is in excess of actual expenses.

**SECTION 18.** An employee who is authorized reimbursement via the fixed relocation payment described in Section 16 may receive up to 60% of the payment prior to the effective date. The remainder will be paid in full no later than thirty (30) days after proof of residence is obtained.

**SECTION 19.** Transferred employees who receive a paid PCS relocation move are not entitled to another paid PCS move for a minimum of twelve (12) months or as indicated in their service agreement, whichever is longer, after their new duty station report date. This section does not apply if the employee is involuntarily moved after receiving a paid PCS move.

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## ARTICLE 59

### Security

**SECTION 1.** The Agency shall provide adequate security for its employees in the performance of their duties. The Agency shall apply its security standards and procedures uniformly throughout the bargaining unit.

**SECTION 2.** In the event of bomb threats, threats of violence or suspected terrorist activities at the facility, the Agency shall take appropriate measures to protect the safety and security of employees.

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## ARTICLE 60

### Procedures For Voluntary Application And Internal Placement

**SECTION 1.** Employees desiring consideration for placement to a specific bargaining unit position at a specific facility may make a voluntary application or request an internal placement for reassignment to any such position(s) by submitting the appropriate forms to the Human Resource Management Division or designated office having jurisdiction over the position(s). The type of position and specific location must be stated. The application will be

acknowledged by the Human Resource Management Division or designated office in writing.

**SECTION 2.** Application submitted under Section 1 of this Article will remain active for eighteen (18) months from date of receipt unless withdrawn by the individual. After eighteen (18) months, the application will be returned to the employee unless it has been updated. The front of each application must be clearly marked by the employee as follows: “Filed in accordance with NAGE/FAA Agreement, Article 60, Section 1 for (specify position and facility name or identifier).”

**SECTION 3.** Upon request, the following information shall be made available to the employee:

- a. Whether the employee was considered for any position filled under merit promotion, and if so, whether he/she was found eligible on the basis of minimum qualification requirements for the position;
- b. Whether the employee was one of those in the group from which the selection was made (i.e., one of the best qualified candidates available);
- c. Who was selected for the position;
- d. In what areas, if any, the employee should improve to increase his/her chances of future selection.

**SECTION 4.** Employees of equal grade, from different facilities, may arrange mutual reassignments, provided both employees’ performance ratings at least meet the standards. Mutual reassignments are subject to the agreement of both facility managers. Factors, which may preclude mutual reassignments, include staffing and the number of fully qualified FV-2154s at the employees’ facilities.

**SECTION 5.** If required, bargaining unit employees have a choice of using the Optional Application for Federal Employment OF-612, the SF-171 form, or personal resume.

## ARTICLE 61

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### Priority Consideration

**SECTION 1.** Priority consideration means the bona fide consideration given to an employee by the selecting official before any other candidates are referred for the position to be filled. The employee is not to be considered in competition with other candidates and is not to be compared with other candidates.

## ARTICLE 62

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### Aviation Safety Reporting System

**SECTION 1.** The Agency has established a policy for safety occurrences which limits the circumstances under which discipline is imposed. Under this policy, disciplinary action based on misconduct must not be imposed when the employee's action was inadvertent; did not involve gross negligence or a criminal offense; the employee files an ATSAP and/or NASA report on the error within the time limits prescribed in applicable regulations; and does not otherwise cover up the error. Nothing in this article precludes the Agency from citing examples of poor performance when issuing performance appraisals or an opportunity to demonstrate performance (ODP).

## ARTICLE 63

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### Facility Evaluations

**SECTION 1.** When an Internal or External Compliance Verification (CV) is conducted at an air traffic facility, the Union at the local level may designate one (1) member to serve on the CV team. The designee shall function as a full member of the evaluation team. The designee's schedule shall be adjusted so he/she may participate in an official duty status.

**SECTION 2.** The Union designee will attend round table discussions and debriefings to facility management whenever the full team is assembled for the purpose of such discussions or briefings. Upon request, the facility representative will be allowed to attend the final debriefing. Official time shall be granted if he/she is otherwise in a duty status.

**SECTION 3.** A Union representative is entitled to attend formal discussions conducted with bargaining unit members during the evaluation, which meet the criteria of 5 USC 7114(a)(2)(A).

**SECTION 4.** The local Union representative shall be given a copy of the final reports for full facility or follow-up evaluations at the time the reports are given to the facility manager.

## **ARTICLE 64**

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### **New Facility / Current Facility Expansion**

**SECTION 1.** Once the National Change Proposal (NCP) has been approved to build a new ATC facility, or combine several ATC functions at a new location pursuant to the Capital Investment Plan (CIP), the Union shall be notified in writing at the national level. For construction of new facilities not covered by the CIP, or expansion or remodeling of an existing facility, the Union, at the appropriate level, shall be notified in a reasonable amount of time in advance of the proposed construction start.

**SECTION 2.** If the Agency decides to establish a transition committee or work group for those matters referenced in Section 1 of this Article, the Union may designate a bargaining unit participant on the committee/work group. The Union designee will provide technical expertise and will be provided access to the same information provided to other group members and will be responsible for informing the Union on the project status. The Union's designee shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem, when appropriate, while participating on the committee or work group.

**SECTION 3.** The Union at the national level will be promptly notified when the Agency approved the project implementation plan(s) for new, expanded, remodeled, combined/decombined facilities.

**SECTION 4.** At new or existing locations where existing facility functions and/or services will be relocated and/or severed, each individual facility will, at the discretion of the Union, remain separate and distinct/or combined for Union recognition and representation purposes.

**SECTION 5.** Any agreement(s) reached by the Parties in the work group referenced above shall be reduced to writing and shall be binding on both Parties. Negotiations on issues not previously agreed upon shall be conducted in accordance with Article 7 (Mid-Term Bargaining). Nothing in this Article shall be construed as a waiver of any Union or Agency right.

## **ARTICLE 65**

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### **Specialist Performance**

**SECTION 1.** The Parties recognize that specialists are accountable for ensuring that their performance conforms to established standards. However, in the event of a difference in opinion between the specialist and the Agency, the specialist must comply with the instructions of the Agency. If the employee believes that the instruction given was in violation of the contract or established standards, the employee may file a grievance in accordance with Article 9 Grievance Procedure.

**SECTION 2.** If a specialist is relieved from his/her position of operation by the Agency because of alleged unacceptable performance of duty, the specialist, may request a written explanation of the reason for such action by the Agency within twenty-four (24) hours. This document may be in the form of a letter of reprimand or a written record of counseling that may be used to demonstrate prior notice before taking more stringent disciplinary action or used to document poor performance to justify placing the employee on an opportunity to demonstrate performance plan (ODP). The written explanation is not to be construed as constituting a notice of proposed adverse action.

## **ARTICLE 66**

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### **Medical Status Determinations**

**SECTION 1.** Pursuant to FAA Order 7210.3, FV-2154's, Air Traffic Assistants /Flight Data Communications Specialists, are not subject to FAA Order 3930.3, Air Traffic Control Specialist Health Program, and 14 CFR Part 65 and Part 67; however, FV-2154s, because of the importance of their duties, will have a medical opinion rendered on

their abilities to perform the job. This opinion would be requested when the employee's medical condition appears questionable or when the individual is taking certain medication.

**SECTION 2.** When it has been determined that an employee no longer is medically capable of performing the duties of his/her current position, the employee may:

- a. Apply for a disability retirement;
- b. Request consideration for placement in another position for which he/she is qualified and that is within his/her commuting area; or
- c. Request to be accommodated in accordance with the Rehabilitation Act of 1973, as amended.

**SECTION 3.** If requested, within ninety (90) days of the signing of this Agreement, the Agency will provide the Union President with a briefing on the applicable portions of the documents contained in Section 1 of this Article.

## **ARTICLE 67**

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### Training

**SECTION 1.** The Parties agree that the Agency determines individual training methods and needs. Employees must be given the opportunity to receive training in a fair and equitable manner.

**SECTION 2.** Employees may participate during off duty time in educational and training programs directly related to improving their job performance. Subject to the availability of funds employees must be reimbursed for such training in accordance with the Federal Aviation Administration Personnel Management System (FAA PMS). Requests for approval and reimbursement must be submitted sufficiently in advance to permit determinations prior to enrollment. The program must be made available on an equitable basis. The Agency must take action, through issuance of an appropriate publication, to make all employees aware of the opportunities for outside training and the procedures for application.

**SECTION 3.** Employees may voluntarily enroll in FAA directed

study courses designed to improve their work performance, expand their capabilities, and increase their utility to the Agency. Through the FAA Academy, employees may participate in a multi-disciplined approach to distance learning, which includes Web Training such as e-Learning and Computer-Based Instruction (CBI) as well as the Correspondence Study Program. The Agency may allow personnel to devote duty time to the study of these courses.

**SECTION 4.** In the event the Agency issues a waiver to any of its training directives, the waiver must be issued in writing and a copy must be forwarded to the Union at the corresponding level.

**SECTION 5.** Employees may be permitted to visit other facilities of internal and external customers to observe their operations. Trips under this Article are subject to operational needs and staffing limitations and are limited to local travel completed within one day. The use of government vehicles may be authorized for this purpose.

**SECTION 6.** Pending the availability of funds, the Agency may establish outside career development training programs to support employees pursuing academic degrees that support specific organizational and mission related requirements.

All programs are subject to the provisions of HRPM LD-5.11, Continuous Learning-Formal Education and HRPM LD-5.5, Learning and Development-Administration.

**SECTION 7.** Remedial training shall only be administered to correct documented deficiencies in an employee's performance. When an employee is to be given remedial training, he/she must be notified in writing of the specific areas to be covered and the reasons therefore. The training will be confined to those specific areas. Only these specific subject areas shall be entered into the training record.

## **ARTICLE 68**

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### **On-The-Job-Training**

**SECTION 1.** Premium pay must be paid at the rate of ten percent (10%) of the applicable hourly rate of base pay times the number of hours and portions of an hour during which the enroute Flight Data

Communications Specialist employee is providing on-the-job-training.

**SECTION 2.** Employees must be provided time to conduct debriefings as soon as possible following each training session.

**SECTION 3.** The Agency agrees to supply a current list and updates of all OJTIs to the Facility Representative.

**SECTION 4.** When other qualified employees are available, Union representatives must not be required to perform OJT duties.

**SECTION 5.** OJT pay will be paid in addition to any other authorized premiums.

**SECTION 6.** Upon request, employees, who are not selected to be an OJTI, will be advised in writing of the reasons for non-selection. When applicable, specific areas the employee needs to improve to be considered for an OJTI position will be identified.

**SECTION 7.** Based on staffing and workload, and mission requirements, OJTI assignments will be made to OJTIs in a fair and equitable manner.

## **ARTICLE 69**

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### **Dress Code**

**SECTION 1.** Members of the bargaining unit shall groom and attire themselves in a neat, clean manner that will not erode public confidence in the professionalism of the air traffic workforce.

**SECTION 2.** The display and wearing of Union insignias, such as pins, pocket penholders, or tie tacks, shall be permitted. Apparel shall not be considered inappropriate because it displays the Union logo or insignia.

**SECTION 3.** Denim trousers shall be permitted as long as their condition meets the standards of Section 1 of this Article. Neckties shall not be mandatory in any facility.

## ARTICLE 70

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### Parking

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

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

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

**SECTION 4.** When the temperature at a location is less than ten (10) degrees Fahrenheit, the Agency may allow an early vehicle start.

**SECTION 5.** When two (2) or more facility parking spaces are reserved for air traffic, other than those reserved for Government cars, visitors and handicapped individuals, a space shall be made available to the facility representative.

**SECTION 6.** When parking is under the Agency's control, every reasonable effort shall be made to provide safe and appropriately lighted, adequate parking at no cost to the employee. The Agency agrees to exercise reasonable care in maintaining the security of the area and vehicles, to the extent of its authority. When parking is not under the control of the Agency, every reasonable effort will be made to obtain parking as close to the facility as possible.

## ARTICLE 71

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### Employee Services

**SECTION 1.** The Union shall have the right to have a member on the cafeteria committee where such a committee exists or is established.

**SECTION 2.** The Agency will provide a microwave oven and a refrigerator at each facility. A coffee maker will be provided at all facilities except when specifically prohibited by food service contractual requirements.

**SECTION 3.** The Agency shall maintain clean and adequately stocked restrooms at all of its facilities.

**SECTION 4.** At facilities with kitchens, the Agency shall maintain an adequate stock of cleaning supplies.

**SECTION 5.** At facilities where proceeds from vending and recreational machines do not go exclusively to the contractor, the Union shall have the right to designate a representative on the employee committee overseeing the distribution of those proceeds.

## ARTICLE 72

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### Calendar Days

**SECTION 1.** Unless specified to the contrary, whenever the term “days” is used in this Agreement it shall mean calendar days. In the event a notice or action is due on a Saturday, Sunday, or Federal holiday, the deadline shall automatically be extended to the next regular business day.

## ARTICLE 73

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### Substance Testing

**SECTION 1.** All substance testing (drug and alcohol) conducted by the Agency shall be done in accordance with applicable laws, DOT Order 3910.1, and this Agreement.

**SECTION 2.** The facility representative or his/her designee shall be notified of the arrival, at the facility, of the collector/Blood Alcohol Technician (BAT) for the purposes of conducting substance testing

of bargaining unit employees. Unless prohibited by operational requirements, the facility representative, or his/her designee, will be released for the purpose of performing representational duties and shall be provided an estimate of the amount of time needed to conduct the testing. The representative or his/her designee will be notified when substance testing has been completed. Upon request, the Agency will inform the representative of the number of people tested at the facility and if there are any employees that need to be rescheduled. Absent an emergency or special circumstances, the facility representative or his/her designee, shall be released on official time for the purpose of performing representational duties.

**SECTION 3.** An employee who wishes to have a Union representative present during the testing process shall be permitted to do so, provided a representative is readily available, and the collection/test is not delayed. The employee shall notify the supervisor of the employee's wish to obtain representation as soon as the employee learns that he/she is to be tested. The representative will be permitted to observe the actions of the collector/BAT, but will not interrupt or interfere with the collection process in any manner. The employee will be allowed to confer for a reasonable period of time not to exceed ten (10) minutes prior to and ten (10) minutes immediately after the sample collection process has been completed.

**SECTION 4.** The Union at the national level shall be given a copy of the Agency's quarterly substance abuse statistical report, and a copy of the results of the testing of quality control specimens provided to the testing laboratory by the Department of Transportation. In addition, one (1) Union representative will be permitted to accompany officials of the Agency on an inspection of the testing laboratory once a year, if the Agency conducts such an inspection. The Agency agrees to provide to the Union, on an annual basis, an updated list of the Department of Health and Human Services (DHHS) approved laboratories.

**SECTION 5.** Employees will be given notice where and when to appear for substance testing in as private and confidential manner as possible. In no instance shall this be done in a public manner.

**SECTION 6.** All collectors/BATs, and other employees of the

urine collection/alcohol testing contractor with access to testing records, will be required to execute non-disclosure statements. These statements will cover all information about bargaining unit employees, including their social security numbers, which is provided by the Agency, the employee, the Department of Transportation, or the contractor in connection with the testing processes.

**SECTION 7.** The Agency will administer the Substance Testing Program in a fair and equitable manner. If for any reason a substance test is declared invalid due to an error in the testing procedures, the test will be treated as if it had never been conducted, and any and all files kept by the Agency on the affected employee shall be expunged of all information related to the test. Employees will not be selected for testing for reasons unrelated to the purposes of the program.

**SECTION 8.** All testing equipment used for alcohol testing shall meet the applicable requirements and standards as specified in 49 CFR 40.53(b)(1-5) and 49 CFR 40.55. All testing equipment used to perform alcohol testing will be calibrated in accordance with the applicable National Highway Traffic Safety Administration (NHTSA) requirements. Upon request, the Union shall be given a copy of the results of the most recent calibration check for any equipment used for testing. Any testing equipment found to be out of calibration shall be removed from service until it is recalibrated, and all tests performed using that equipment since its last calibration check shall be declared invalid.

**SECTION 9.** The Agency shall ensure that the DHHS Guidelines regarding proper storage, handling, and refrigeration of urine samples prior to testing are followed.

**SECTION 10.** Testing will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected in accordance with DHHS Guidelines and DOT Order 3910.1.

**SECTION 11.** Employees will normally be notified of drug test results within five (5) working days of receipt of the results by the Drug Program Coordinator (DPC). Failure to comply with this time frame will not invalidate the results. Alcohol test results shall be made available to the employee at the time of testing. Notification of

test results shall be handled in a confidential manner. Such results shall only be disclosed as provided for in DOT Order 3910.1 and this Agreement.

**SECTION 12.** All testing forms shall include a section where employees may enter any comments they deem appropriate.

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

**SECTION 14.** Post-accident testing shall only be conducted on employees whose work performance at or about the time of the covered event as described in DOT Order 3910.1 provides reason to believe that such performance may have contributed to the accident or incident, or cannot be completely discounted as a contributing factor to the accident or incident. If an employee is held past his/her shift end time, he/she will be paid overtime in accordance with this Agreement.

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

**SECTION 15.** When reasonable suspicion exists that an employee has violated the substance prohibitions contained in DOT Order 3910.1, the Agency may require that an employee submit to substance testing. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn from these facts in the light of experience. Reasonable suspicion does not require certainty, but mere “hunches” are not sufficient to meet this standard. At the time an employee is ordered to submit to substance testing based on a reasonable suspicion, he/she will be given a written statement setting out the basis for establishing reasonable suspicion. In the event that a reasonable suspicion test produces a negative result, any references to reasonable suspicion including, but not limited to the written statements, shall be expunged from all formal and informal files. This

does not preclude the maintenance of those records required by DOT regulations.

**SECTION 16.** Any employee unable to provide a urine sample for substance testing shall be allowed a reasonable time to provide a sample, up to two (2) hours after completion of testing for that day or the end of their shift. If the employee is still unable to provide a sample, the employee will be rescheduled at a subsequent date in the near future for collection of another sample. In post-accident cases, the employee may be retained on duty until a urine sample is provided. The inability of an employee to provide an amount of breath sufficient for alcohol testing purposes shall be handled in accordance with DOT Order 3910.

**SECTION 17.** The Agency shall be required to perform a second test on a new portion of the same specimen if a positive result was obtained in the first drug test.. Only confirmed test results will be communicated to the DPC.

**SECTION 18.** Every reasonable effort shall be made to accommodate employee requests for annual leave without pay immediately upon completion of a drug test in order to allow the employee to secure back-up testing in a timely manner. Individuals who are granted such leave may be required, upon request, to provide proof that back-up testing was accomplished. Employees are not required to provide the results of such tests.

**SECTION 19.** In the event of a confirmed positive alcohol test of .02 or higher, the Agency shall, upon request, provide to the employee and the Union the maintenance and calibration history of the equipment used and the BAT's last certification.

**SECTION 20.** Employees who are removed from safety related duties due to a confirmed alcohol test of .02 - .039 may be assigned administrative duties, if the Agency determines such duties are available. If such duties are not available, the employee shall be offered the option to be placed on annual leave or leave without pay. The Agency's assignment of administrative duties or granting of leave under these circumstances in no way affects the Agency's determination that the employee was not ready for work, or the

final decision to take disciplinary/adverse action as appropriate. In assessing whether to discipline an employee for a subsequent alcohol test results of .02 - .039, consideration will be given to the length of time that has elapsed from the date of the previous test in accordance with the DOT Drug and Alcohol Testing Guide.

**SECTION 21.** Prior to the receipt of a proposed notice of disciplinary or adverse action for a violation of DOT Order 3910.1, the employee may request immediate resignation or voluntary retirement, if eligible, and it will be processed accordingly.

**SECTION 22.** There shall be no local or regional supplements to this Article.

**SECTION 23.** Nothing in this Article shall be construed as a waiver of any employee, Union, or Agency right.

## **ARTICLE 74**

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### **Self-Referral**

**SECTION 1.** An employee who voluntarily identifies himself or herself as someone who uses illegal drugs or misuses alcohol, prior to being identified through other means, shall not be identified to the Agency on the first occurrence of such self-referral, for the purposes of taking disciplinary action.

**SECTION 2.** An employee, who has not been identified through other means, to include arrest, may self-refer except under the following circumstances:

- a. the employee has received specific notice that he/she is to be tested for drugs or alcohol;
- b. a substance abuse staff has arrived at the employee's facility to conduct testing;
- c. the Agency is awaiting the results of a drug test taken by the employee;
- d. the employee has previously completed an Agency-approved rehabilitation program in accordance with DOT Order 3910.1; or
- e. the employee is under investigation by the Agency 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 shall not be subject to disciplinary action based only on substance abuse, if the employee:

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

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

**SECTION 5.** An employee who uses sick leave in connection with rehabilitation under this Article shall not be required to provide a medical certificate under Article 25,(Sick Leave).

**SECTION 6.** When the employee has sufficiently recovered, he/she will be scheduled for return to duty substance testing. Upon passing the return to duty test, the employee's facility manager shall be informed that the employee is no longer removed for medical reasons, and may return to his/her 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 treatment rehabilitation plan (TRP).

**SECTION 7.** All follow-up testing shall be conducted in a manner that will protect the privacy of the employee

**SECTION 8.** The MRO will determine the length of the rehabilitation program. If the employee adheres to his/her rehabilitation plan and all the employee's follow-up test results are negative, the employee will have successfully completed the rehabilitation program.

## ARTICLE 75

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### Injury Compensation

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

**SECTION 2.** The Union at the national level will designate one (1) OWCP claims representative who will be granted at least twenty-four (24) hours of official time each year to attend OWCP classes sponsored by the Department of Labor. This individual will liaison with the Agency at the national level to deal with OWCP matters.

**SECTION 3.** The Agency shall maintain an inventory of Federal Employees' Compensation Act (FECA) claim forms at all air traffic facilities. Copies of current OWCP regulations, directives, and guides, if available, shall be made accessible to employees.

**SECTION 4.** If the employee incurs medical expense or loses time from work beyond the date of injury, including time lost obtaining examination and/or treatment from the employing agency medical facility, the Agency shall submit Form CA-1 to the OWCP District Office as soon as possible but no later than ten (10) working days from the date of the receipt of the CA-1 from the employee. In the case of occupational disease, the completed CA-2 shall be submitted to the OWCP District Office within ten (10) working days from the date of receipt from the employee. CA-1 and CA-2 forms shall not be held for receipt of supporting documentation.

**SECTION 5.** If, through no fault of the employee, the Agency has failed to submit the CA-1 form in a timely manner which has resulted in lost leave and/or wages for the employee, the Agency shall restore the lost leave and/or wages if the following conditions are met:

- a. The Agency has failed to submit the completed CA-1 form to OWCP District Office within ten (10) working days as defined by 20 CFR 10.110; and

- b. The employee has lost leave and/or wages as a result of the Agency's delay.

This Section does not apply to employees whose OWCP claim has been denied by the Department of Labor.

**SECTION 6.** The employee is entitled to select the physician or medical facility of his/her choice which is to provide treatment following an on-the-job injury or occupational disease. The Agency may make its own facilities available for examination and treatment of injured employees; however, use of its facilities shall not be mandated to the exclusion of the employee's choice. The Agency may examine the employee at its own facility in accordance with OPM regulations, but the employee's choice of physician for treatment shall be honored, and treatment by the employee's physician shall not be delayed. The employee will not be required to submit to an examination by the Agency until after treatment by the employee's choice of physician or medical facility.

**SECTION 7.** Injured employees are entitled to civil service retention rights in accordance with 5 USC 8151.

**SECTION 8.** The Agency may only controvert claims for Continuation of Pay (COP) in accordance with 20 CFR 10.220. When requested, copies of the completed Form CA-1 showing controversion and all accompanying detailed information the Agency submits in support of the controversion shall be provided to the employee.

**SECTION 9.** Upon request of the employee, the Agency agrees to hold in abeyance any administrative action for employees who have filed a request for reconsideration, hearing or appeal to the Employees' Compensation Appeals Board (ECAB) or have otherwise initiated a challenge to a denied claim decision by DOL in regard to his/her OWCP claim, until a final adjudication of the claim has been made by the DOL. The requesting employee will have thirty (30) days from the date of a negative decision by DOL to submit evidence of a request for reconsideration, hearing or appeal to the ECAB, to the Agency at the appropriate level, for the administrative action to be held in abeyance. This provision is only applicable to the first request for reconsideration.

## ARTICLE 76

### Child Care Subsidy

**SECTION 1.** As a benefit to employees, the Agency may use appropriated funds normally used for salaries to assist lower income employees with child care costs. Based upon the availability of funding, a child care subsidy will be provided to eligible employees to obtain child care for children age thirteen (13) or under or who are disabled and under the age of eighteen (18). This benefit will be administered in accordance with the provisions of HRRM WL-12.1, FAA HROI entitled “Process for Applying for the Child Care Subsidy Program” and Public Law 107-67, Sec. 630.

**SECTION 2.** Under the current policy, the subsidy provided is a percentage of total child care costs of the family in relation to total family income. Total family income is defined as the income of the child’s parent(s)/guardian(s) living in the same household as the child, and listed on their IRS tax forms as their Adjusted Gross Income. The subsidy is paid directly to the child care provider.

Family Income	Percentage of Total Child Care Costs Paid By the Agency
Over \$72,000	0%
\$60,001-\$72,000	30%
\$45,001-\$60,000	45%
\$45,000 or less	70%

**SECTION 3.** Under the Child Care Subsidy Program a child is defined as:

- a biological child who lives with the employee;
- an adopted child who lives with the employee;
- a stepchild who lives with the employee;
- a foster child who lives with the employee;
- a child for whom a judicial determination of support has been obtained; and/or

f. a child whose support the employee who is a parent or legal guardian makes regular and substantial contributions.

**SECTION 4.** The employee is responsible for any tax liability.

**SECTION 5.** The employee and service provider must provide the vendor administering the program all of the information necessary to process payments in accordance with FAA HROI entitled “Process for Applying for the Child Care Subsidy Program.”

## **ARTICLE 77**

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### **Student Loan Repayment Program**

**SECTION 1.** NAGE BUEs will be eligible to participate in the Agency’s Student Loan Repayment Program.

**SECTION 2.** Unless prohibited by law and upon the Union’s request, the Employer will provide the Union with a copy of the annual report under HRPM EMP 1.25.

## **ARTICLE 78**

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### **Dependent Education At Non-Conus Locations**

**SECTION 1.** As required by law and in accordance with Agency policy, the FAA will certify as eligible to attend the Department of Defense Elementary and Secondary Schools (DDESS) program the dependent children of all bargaining unit employees attaining school age currently assigned to any facility outside the Continental United States (CONUS) in Puerto Rico or Guam where the Secretary of Defense has determined, under his/her authority under 10 USC 2164(a), that the appropriate educational programs are not available through the local educational Agency. Eligibility is based on the employee being subject to transfer by policy and practice and meeting the requirements found in 10 USC Section 2164(c).

**SECTION 2.** The FAA will reimburse the Department of Defense for the cost of tuition for the education of any eligible dependent of FAA employees.

**SECTION 3.** There is a five-year limit on enrollment in the DDESS. If enrollment will exceed five years, the FAA will submit a request for waiver.

## ARTICLE 79

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### Fare Subsidies For Employees

**SECTION 1.** Public Law 101-509 of the Treasury, Postal Service and General Government Appropriations Act of 1991, provides for a rules change to Governmental policy in that the Employer can subsidize an employee's cost of commuting to and from work.

**SECTION 2.** Fare subsidies shall be provided in conjunction with programs established by state and/or local governments as provided for in DOT Order 1750.1 and any subsequent changes to that order. The monthly benefit shall not exceed the amount established in these orders or the local monthly cost of public mass transportation, whichever is less.

**SECTION 3.** Employees using public mass transportation are eligible to participate in fare subsidies. Only employees who are not named on a work-site motor vehicle parking permit with DOT or any Federal agency, and who commute via public mass transportation, may participate in this program.

**SECTION 4.** Applications for subsidy under this Article will be approved at the local level.

## ARTICLE 80

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### Asbestos

**SECTION 1.** At intervals not greater than every nine (9) months, the Agency shall conduct an inspection of asbestos containing building materials (ACBM) and air monitoring for airborne asbestos fibers in accordance with OSHA/EPA protocol, in all 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 facility representative or his/her designee shall be allowed to observe the test process and shall receive a written copy of the results. A certified inspector specializing in asbestos/air quality monitoring shall conduct all testing.

**SECTION 2.** Any evidence of visible release or airborne asbestos contamination in excess of FAA/OSHA safety limits shall result

in immediate control steps by the Agency to abate the hazard caused by the asbestos. The Agency shall initiate asbestos abatement as soon as possible.

**SECTION 3.** The Agency and all abatement personnel must comply with all applicable OSHA, EPA, FAA, local and state regulations regarding asbestos. Personnel directly involved in the abatement process must be certified by their local and state governments.

**SECTION 4.** If protection measures will not provide adequate protection of occupants, the Agency will relocate bargaining unit members outside the affected work area while asbestos removal or renovation work is being done. This includes any work where asbestos may be disturbed due to construction activity.

**SECTION 5.** In the event that relocation is not required/possible, the abatement area will be sealed with a negative pressure enclosure. Negative pressure will be maintained.

**SECTION 6.** 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 7.** All abatement workers will be trained in accordance with OSHA, EPA, state, and local regulations. Bargaining unit employees who work in facilities known to contain asbestos will receive asbestos awareness training before any major renovation or removal project in their work place.

**SECTION 8.** Air samples will be taken 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 facility representative immediately upon request. Representative personal monitoring shall also be conducted in accordance with the applicable Model Asbestos Abatement Contingency Plan.

**SECTION 9.** The abatement area cannot be reoccupied until it has passed a visual inspection and met an aggressive clearance air sampling criteria, in accordance with applicable regulations.

**SECTION 10.** During any abatement project, the work of the abatement personnel and all air monitoring will be overseen by an independent Certified Industrial Hygienist whose report will be shared with the Union by the Agency.

**SECTION 11.** 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 Agency with a written chain-of-custody record covering the period during which they were outside the possession of the Agency. The Parties will exchange copies of all reports, records, memoranda, notes, and other documents prepared by or provided to the Agency, the Union, and the Union's accredited laboratory.

**SECTION 12.** Bargaining unit employees who have been exposed to levels equal to or greater than OSHA permissible exposure limits shall be eligible for medical surveillance programs paid for by the Agency, in accordance with OSHA standards/FAA directives.

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## **ARTICLE 81**

### **Hazardous Duty Pay**

**SECTION 1.** Hazardous duty pay differential(s) shall be paid by the Agency in accordance with 5 CFR 550, Subpart I.

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## **ARTICLE 82**

### **Data Security**

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

**SECTION 2.** If any record(s) maintained by the Agency on any bargaining unit employee(s) becomes lost, stolen, and/or improperly dispersed, the Agency must notify the Union at the national level and the affected employee(s) immediately. The Agency must assist the Union and the employee(s) in resolving the problem.

## ARTICLE 83

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### Seniority

**SECTION 1.** For the purposes of this Agreement the Union defines seniority as an employee's entrance on duty (EOD) with the Federal Aviation Administration (FAA).

**SECTION 2.** Conflicts between employees will be resolved by seniority (i.e. earliest EOD). In instances where volunteers are requested but not obtained, inverse seniority will be used (i.e. most recent EOD).

**SECTION 3.** The following guidelines shall be used for determining seniority:

- a. Only EOD of record may be used for determining seniority. This means that employees with a break in service must use the most recent EOD issued by the FAA, which is the EOD of record.
- b. Use Service Computation Date (SCD) to break EOD ties.
- c. Use Air Traffic Assistant (ATA)/Flight Data Communications Specialist (FDCS) Entry on Position (EOP) date to break SCD ties.
- d. Use ATA/FDCS Position Certification Date (PCD) to break EOP ties.

## ARTICLE 84

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### Disabled Veterans Affirmative Action Program

**SECTION 1.** The Agency agrees to comply with the Department of Transportation's Disabled Veterans Affirmative Action Program as required by 38 USC, Chapter 42.

## ARTICLE 85

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### Accommodation Of Disabled Employees

**SECTION 1.** For the purpose of this Article, a disabled employee is an employee whose permanent disability renders him/her unable to perform his/her duties at his/her present facility.

**SECTION 2.** A disabled employee must receive priority consideration at his/her request, to any facility with an existing

vacancy at which the employee's disability does not preclude him/her from performing such duties.

**SECTION 3.** Nothing in this Article is intended to limit the applicability of the Rehabilitation Act of 1973, as amended, including the employee's right to reasonable accommodation.

## **ARTICLE 86**

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### **Hardship Transfer**

**SECTION 1.** Transfer requests under verified hardship conditions, arising after an employee has been selected for his/her current position, will be classified in one of the following three categories (in order of priority):

- I. The medical condition of the employee, the employee's spouse, or dependent children residing in the employee's household requires a geographical move from the employee's present duty station assignment to a geographical area deemed necessary to improve or maintain the health or receive health services.
- II. Transfer of an employee to another geographical area, when the employee or employee's spouse is the primary caretaker of a dependent parent, or the medical condition of the parent requires the employee or employee's spouse to relocate. Not all situations of separation from parents will be considered a hardship.
- III. Transfer of an employee in case of an estranged family (divorce) where dependent children are involved and the transfer of an employee to a different geographical area would allow the employee to maintain contact with his or her children. Not all situations of separation from children will be considered a hardship. In order to be considered, the geographical separation from the children must have been involuntary. Factors that should be considered are the length of time of separation, the age, and health of the children.

All relevant factors shall be considered for each condition, but at a minimum must include:

- a. whether the employee previously used this issue as a hardship.
- b. other unique circumstances.
- c. the distance and ease of commute.

In order to effectively comply with the intent of the definition of a geographic area, employees must provide a list of all facilities and/or cities that meet the needs of their specific hardship. Placement is allowed in the same, lower, or higher ATC facility level.

**SECTION 2.** An employee requesting a hardship transfer must submit a written request to his or her current facility manager. The request must include at least the following:

- a. a statement that the employee is requesting an Employee Requested Reassignment (ERR) in accordance with the ERR procedures and this Article;
- b. the position(s), grade(s), and geographical area(s) the employee is requesting;
- c. the reason(s) justifying the hardship need and all supporting documentation;
- d. OF-612 or a resume;
- e. most recent performance appraisal;
- f. a statement that the employee understands that this hardship transfer is primarily in the interest of the employee and relocation is at no expense to the government; and
- g. a statement from the employee authorizing the Parties to contact the appropriate sources as applicable to the request for the purpose of validating or clarifying any supplied documentation.

**SECTION 3.** The manager will ensure that the request falls in one of the three categories eligible for hardship consideration and that the appropriate documentation is provided. Requests that clearly fall outside the identified hardship categories or those requests which do not include supporting documentation must be returned to the employee with an explanation of the denial and information that the employee can file an ERR through the normal process. For all other requests, the manager will forward the entire package to the Service Area Manager of the facility where the hardship request originated.

This should normally be accomplished within seven (7) calendar days of making the determination.

**SECTION 4.** At the Service Area level the employee's package will be reviewed and a determination made as to whether the hardship condition is bona fide. This review should normally occur within fourteen (14) calendar days of receiving the package. If it is determined the hardship condition is bona fide within seven (7) calendar days of making the determination, the entire package will be forwarded to the manager at the Service Area level of the target facilities (if other than their own), along with a written statement recommending approval of the transfer due to a bona fide hardship condition. If the hardship request is denied the employee may pursue transfer under the ERR process.

**SECTION 5.** The manager at the Service Area level of the target facilities must review the employee's package and the determinations made at the originating Service Area. This review should normally occur within fourteen (14) calendar days after receiving the package. The Agency will make every reasonable effort to accommodate the employee's transfer if the employee is otherwise qualified for the position. The originating facility will not unreasonably delay the employee's release. If the transfer is denied, the target Service Area will forward a written justification to the originating Service Area along with a list of all alternative facilities in the geographical area which could possibly fit the needs of the affected employee.

The requesting employee will then be informed by his/her Facility Representative and the Air Traffic Manager jointly, as soon as possible after receiving the final determination. Transfers under this Article will not be constrained by any release policies; however, release under this Article must not negatively impact employees who have already received release dates. Transfers under this Article are not eligible to receive any permanent change of station benefits. If the Agency determines that the request cannot be accommodated due to staffing, the request will remain active for fifteen (15) months and reviewed every six (6) months by the Parties at the Service Area level. After each six (6) month review, a notice will be sent to the employee regarding the disposition of the request.

**SECTION 6.** If the employee does not accept one of the alternatives, the response will be documented and placed in the employee's hardship request file. The employee's original request will be held for fifteen (15) months and reviewed by the ATO Service Area Director and NAGE President every six (6) months. If multiple requests in the same category are competing for a single vacancy, they will be accommodated on a first come, first serve basis. Target Service Areas are required to "date/time stamp" all hardship applications in order to properly track this provision.

**SECTION 7.** Applications under this Article will remain active for a period of fifteen (15) months from the date of final determination at the originating Service Area. After fifteen (15) months, the application and all associated documentation must be properly discarded.

## **ARTICLE 87**

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### **Flexible Spending Accounts**

**SECTION 1.** The Agency has adopted a federal Flexible Spending Account (FSA) program that was initiated by the Office of Personnel Management (OPM). A Health Care FSA pays for the uncovered or unreimbursed portions of qualified medical costs. A Dependent Care FSA provides for the payment of eligible expenses for dependent care.

**SECTION 2.** The Agency agrees to post the FSA Web site address at each facility in a place frequented by bargaining unit employees.

## **ARTICLE 88**

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### **Divestiture**

**SECTION 1.** The Air Traffic Organization Service Areas must ensure that any orders to divest, including appropriate timeframes and procedures, must be distributed to all employees when a newly prohibited financial interest is received from the Agency's Office of the Chief Counsel.

**SECTION 2.** The Agency must keep an updated and accurate copy of the list of prohibited investments that the Agency utilizes in making its divestiture determinations. This list must be made available to all employees through a link on the Federal Aviation Administration

employee Web site and must be briefed to new employees during new employee orientation.

**SECTION 3.** The Agency must make employees aware of the timeframes established by the Agency's Office of the Chief Counsel relating to the issuing of a Certificate of Divestiture.

## **ARTICLE 89**

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### **Government Travel Card**

**SECTION 1.** The provisions of the DOT Travel Card Management Policy will apply. Employees who are required to travel a minimum of two (2) or more times a year will be issued a Government contractor-issued travel card for official travel. If a card is issued to an employee who travels less frequently, the balance shall be set at the minimum amount allowable under DOT Travel Card Management Policy.

**SECTION 2.** Reimbursement for official travel expenses shall be in accordance with the DOT Travel Card Management Policy, as amended.

**SECTION 3.** Employees will use the card to pay for official travel expenses to the maximum extent possible for transportation, lodging and car rental expenses.

**SECTION 4.** In order to ensure that employees are protected from adverse impact caused by their use of the card, the following will apply:

- a. Employees will not be required to pay the disputed portion of a billing statement until resolution of the disputed amount, provided the employee has completed the required notifications and documentation.
- b. Employees will not be responsible for any charges incurred against a lost or stolen card provided the employee reports such loss within forty-eight (48) hours of their discovery.
- c. The terms of the charge card agreement and a guide for the proper use of the card, billing, resolution of transaction disputes, suspension/cancellation procedures, and Privacy Act notice relating to the use of Social Security numbers shall be provided at or prior to the time the travel charge card is issued.

**SECTION 5.** No credit check will be performed on the employee as a prerequisite to maintaining a government travel card. However, a credit check may be required for a first time applicant in accordance with OMB Circular A-123, Appendix B. Employees with a credit score below 660 or who have an insufficient credit history may be issued a restricted government travel card.

**SECTION 6.** An employee may request a temporary increase to his/her credit limits (including ATM withdrawals) when on an extended detail, through his/her manager or program coordinator. Any such increase(s) to credit limits will be made on a trip-by-trip basis. Procedures for requesting such approval will be posted on the FAA Employee travel website.

**SECTION 7.** The Employer shall process all employee travel vouchers in a timely way to ensure that employees are promptly reimbursed for all allowable travel-related expenditures.

**SECTION 8.** An employee's failure to pay his account balance in full may result in disciplinary action. However, if it was the result of a failure by the Agency to reimburse his/her travel voucher within 30 days, such will be a factor when considering disciplinary action.

**SECTION 9.** If a valid reason precludes an employee from filing a timely claim for reimbursement, which results in delinquent payment, such will be a factor when considering disciplinary action.

## **ARTICLE 90**

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### **Temporary Duty Travel**

**SECTION 1.** Unless otherwise specified in this Agreement, reimbursement for official travel expenses shall be in accordance with the Federal Aviation Administration Travel Policy (FAATP).

**SECTION 2.** In the event an employee is required to travel in the performance of official business, he/she is entitled to an advance of funds. The amount of the advance shall be the maximum allowable under the FAATP. The employee must use their Government Travel Card to obtain advances through Automated Teller Machines. If the employee's Government Travel Card has been revoked for abuse/

misuse, the employee is not entitled to any advances and all costs associated with the temporary duty must be borne by the traveler.

**SECTION 3.** Vouchers are to be submitted within five (5) working days after completion of travel or every thirty (30) days, if the employee is in a continuous travel status. Travel vouchers must be submitted using eTravel system.

**SECTION 4.** Each employee is responsible for maintaining all supporting documents for the reimbursed travel expenses for a period of six (6) years. The accounting offices will not include the reduced rate alternative vouchers in the statistical sampling of travel vouchers. However, employees shall provide retained documentation to the Agency in the event of an audit by a Government entity.

**SECTION 5.** In order to prevent or limit undue financial burden upon the employee, travel vouchers will be paid within twenty-one (21) days of their submission to the Agency. Any voucher requiring revision must be returned to the employee for revision within five (5) work days of its submission.

**SECTION 6.** Mileage reimbursement for a privately-owned vehicle shall be limited to the maximum mileage allowance determined by GSA and set forth in the FAATP, and shall not exceed the cost of the authorized/preferred method when a traveler chooses for personal reasons to use a privately-owned vehicle. When the authorized/preferred method is a Government owned/leased vehicle, the cost shall be computed in accordance with the FAATP.

**SECTION 7.** When travel is directly between two (2) duty points which are separated by several time zones and at least one (1) duty point is outside the forty-eight (48) contiguous states (CONUS), a rest period not in excess of twenty-four (24) hours may be authorized if the scheduled flight time (including stopovers of less than eight [8] hours) exceeds fourteen (14) hours by a direct or usually traveled route.

**SECTION 8.** Extended temporary duty assignments are classified as those lasting thirty-one (31) calendar days or more, or, training assignments which last sixteen (16) or more class days, or stays exceeding four (4) nights in a Government owned or leased facility

with kitchen facilities. In any of these circumstances, justification must be provided on the travel authorization if other than the reduced flat rate is authorized.

**SECTION 9.** Extended temporary duty assignments will be reimbursed, in accordance with the FAATP, at a rate equal to sixty (60) percent of the maximum per diem for the area as set by GSA. This fixed per diem rate includes: lodging, meals, local transportation, personal calls, and trips home. Incidental expense allowance will be fully reimbursable, in accordance with the FAATP. Different incidental expense allowances will be set for assignments at the FAA Center for Management Development, depending on whether lodging and meals are provided for the employee. The reduced fixed rates are payable to the traveler without itemization however a receipt for commercial lodging is required to be attached to the travel voucher.

**SECTION 10.** A periodic return trip home, as provided in FAATP paragraph 301-10.6(c), is justified for employees performing an extended stay travel assignment or a continuous travel assignment. Therefore, an employee performing an extended stay travel assignment which is projected to be sixty (60) days or longer or an employee on a continuous travel assignment shall be authorized, at the election of the employee, one (1) round trip to his/her home during each sixty (60) day period.

**SECTION 11.** When making travel arrangements, an employee shall have the option of utilizing the government-contracted travel agent or contacting the airline, hotel and/or rental car services directly.

## **ARTICLE 91**

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### **Interchange Agreement**

**SECTION 1.** The Agency must actively pursue an interchange agreement with the Office of Personnel Management (OPM) which would ensure portability for employees to other agencies in the competitive service.

## ARTICLE 92

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### Personal Property Claims

**SECTION 1.** As specified in FAA Order 2700.14B, dated 12-19-83, employees may make claims for damage or loss of personal property resulting from incidents related to the performance of their duty. The Agency must assist the employee in the proper filing of their claim.

## ARTICLE 93

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### NextGen Implementation

**SECTION 1.** The Agency agrees that the development of the NextGen program is a proper subject for Article 48 (Technological/ Procedural Changes) when technology or procedures impacts the bargaining unit. Any negotiations for the establishment of this program must be handled in accordance with Article 7 (Mid-Term Bargaining) of this Agreement.

## ARTICLE 94

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### Waiver Of Overpayments

**SECTION 1.** An employee may request a waiver and/or a hearing to challenge the validity of any indebtedness or erroneous payment of pay or allowances or of travel, transportation or relocation allowances in accordance with FAA Order 2770.2.

**SECTION 2.** No monies must be collected or withheld for any indebtedness or erroneous payment until final adjudication of any waiver, hearing or appeals request.

## ARTICLE 95

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### Pay Plan

**SECTION 1.** To support the successful administration of a consistent and transparent pay system, the Parties must meet annually at the National level at a mutually agreeable time and date to review the current state of the Parties' Pay Plan, and to discuss any issues that may have arisen since the last meeting. By mutual agreement, the Parties may agree to meet more frequently if necessary. The Union and

the Agency may appoint up to two (2) representatives to participate in the meeting(s) held under this Section.

**SECTION 2.** Any pay matter not specifically addressed in this Agreement will be covered by the FAA Core Compensation Plan. For the purposes of this Article, Base Pay is defined as the annual rate of pay to be paid to an employee, not including locality pay and premium pays. Adjusted Base Pay is defined as Base Pay with the inclusion of locality pay.

**SECTION 3.** Annual Pay Adjustments.

- a. Locality Pay. Employees will continue to receive the locality pay adjustments recommended by OPM and approved by the President. The locality adjustment will be effective on the same date as that established for the rest of the Government. Base Pay is used to calculate pay actions and the applicable Locality Pay is applied on the Base Pay in effect.
- b. In years 2014 through 2017, each employee will receive an annual increase to Base Pay equivalent to that provided to other Federal employees in the annual adjustment to pay under the statutory General Schedule (GS) increase, effective on the same date as that established for the rest of the Government. If the annual adjustment will cause the employee's Basic Pay to exceed the band maximum or the employee's basic pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment.
- c. In years 2014 through 2017, eligible employees will receive an annual length of service adjustment of one-point-six percent (1.6%) to Basic Pay, not to exceed the pay band maximum, effective the first full pay period in June. To be eligible, an employee must have been employed a minimum of 90 days and must not have been on an ODP in the preceding three month period. If the length of service adjustment will cause the employee's Basic Pay to exceed the band maximum or the employee's Basic Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment,

effective the first full pay period in June. The annual length of service adjustment to Basic Pay shall not be granted in any year in which a prohibition on step increases under the General Schedule (GS) is enacted by statute.

**SECTION 4.** Annual Adjustment to Pay Bands. In years 2014 through 2017 pay bands are to be adjusted annually equivalent to the percentage pay schedules are adjusted for employees under the General Schedule (GS). The effective date of the adjustment is determined by Congress.

**SECTION 5.** Salaries of Newly Hired or Rehired Employees. This Section applies to permanent and temporary employees. A newly hired employee is an individual who has not been previously employed by the FAA. This includes individuals hired from the private sector and individuals hired from other government agencies. A rehired employee is an individual who is not currently employed by the FAA, but was previously an FAA employee.

- a. Pay setting principles for newly hired or re-hired employees will be in accordance with HRPM COM-2.24c, Pay-Setting Principles for Placement in the Core Compensation Plan.
- b. Offers may only be extended to candidates after approval of the starting pay. Firm job offers must be communicated in writing in accordance with established procedures in each Human Resource Management Office, and must include the prospective employee's starting pay.

**SECTION 6.** Pay Setting on Movements from One Position to Another.

- a. **Pay Retention.** Pay retention must be administered in accordance with HRPM COM-2.11C and this Agreement.
- b. **Reassignment.** A reassignment is a permanent internal assignment to another position within the same pay band which represents a change in an employee's position of record. When an employee is reassigned, base pay will remain unchanged, unless the Agency determines that a reassignment increase is appropriate under HRPM COMP-2.8C.
- c. **Details.** Employees who are detailed are not entitled to pay

changes as a result of the detail. They continue to be paid at the rate paid for their position of record and receive any increases related to the position of record for the duration of the detail.

- d. Demotions.** A demotion is a change to a position in a lower pay band than the employee's current pay band.
- 1. Voluntary Demotion.** When an employee's request for a voluntary demotion is granted, and his/her Base Pay falls within the lower pay band, his/her Base Pay will not change. When the employee's Base Pay prior to the voluntary demotion exceeds the maximum range of the lower band, the employee's Base Pay will be set at the maximum of the lower pay band. Future pay increases will be paid in accordance with Section 3, Annual Pay Adjustments.
  - 2. Involuntary Demotion, No Fault of the Employee.** When an employee, through no fault of his/her own, is involuntarily assigned to a new position in a lower pay band, the employee will retain pay band for a two-year period, provided the employee has served in a permanent position for 52 consecutive weeks at pay band(s)/grade(s) higher than the position in which the employee is placed. If the employee is not eligible for pay band retention, and their current pay exceeds the new pay band maximum, then pay retention for a period of two years shall be authorized. In the event that the employee's Base Pay exceeds the pay band maximum, future pay increases will be paid in accordance with Section 3, Annual Pay Adjustments.
  - 3. Involuntary Demotion for Cause.** When an employee is involuntarily assigned to a new position within a lower pay band as a result of a decision letter, the employee's Base Pay will be reduced to the comparable position in the pay band, not to exceed the pay band maximum. For example, if the employee had been paid thirty percent (30%) into the previous pay band, pay will be set at the level that is thirty percent (30%) into the new pay band. Future pay increases will be paid in accordance with Section 3, Annual Pay Adjustments.

**SECTION 7.** Annually, based on written request, the Union at the National level must be provided with a list of the names, duty

stations, amounts and dates of all reassignment increases, in-position increases, retention, and relocation incentives received by bargaining unit employees, unless otherwise prohibited by law.

**SECTION 8.** Workplace Circumstances.

- a. **In-Position Increases.** In-position increases may be granted to employees in accordance with HRPM COMP-2.10C.
- b. **Retention and Relocation Incentives.** Retention and relocation incentives may be granted to employees in accordance with applicable Agency policy.
- c. **Awards and Incentives.** Awards and incentives must be administered in accordance with applicable Agency policy, including HRPM PM-9.2, and this Agreement.
- d. **Overtime.** Overtime will be paid in accordance with Article 38.
- e. **Compensatory Time.** The payment for unused compensatory time will be administered in accordance with HRPM PRE-3.2.
- f. **Travel Compensatory Time.** Employees may not receive payment under any circumstances for unused travel compensatory time in accordance with HRPM PB #41.
- g. **Locality Pay for Employees on International Assignment.** Employees on international assignments outside the continental United States must be provided locality-based comparability pay in the same manner as employees of the U.S. State Department who are on international assignments.
- h. **Premium Pay.** Bargaining unit employees will receive all premium pay percentages and differentials in connection with holidays, night differential, Sundays, COLA, and any other premiums/differentials in accordance with applicable laws, regulations, Directives, and this Agreement.

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**ARTICLE 96**

**Pay Administration**

**SECTION 1.** Promotions to positions within the unit, including employee transfers and training pay progressions must be effective no later than the next pay period after the employee becomes fully eligible.

**SECTION 2.** When an employee becomes entitled to two (2) or more pay changes at the same time, the changes must be effected in the order which gives him/her the maximum benefit.

## **ARTICLE 97**

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### **Retirement And Benefits Administration**

**SECTION 1.** The Agency 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 Agency agrees to take affirmative action to fulfill this obligation through such means as presenting video tape briefings, supplying brochures, pamphlets, other appropriate information, and assisting employees in filing benefit claims. This information/assistance shall be made available on an annual basis to all bargaining unit employees.

**SECTION 2.** After an employee's death, and with the beneficiary's consent, the Agency shall promptly dispatch a knowledgeable representative to the home of the deceased employee's primary beneficiary. When a personal briefing is not desired, the beneficiary shall 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 shall be fully explained. The representative shall assist in completing the appropriate forms and filing the claim for unpaid compensation benefits. Those benefits shall include, but not be limited to, lump sum leave payment, any retirement insurance, Social Security benefits, and other services to which the beneficiary may be entitled. This representative shall be the contact point until all applicable benefits are settled.

**SECTION 3.** The Agency shall provide a retirement planning program to be made available annually. All employees, within seven (7) years of retirement eligibility, may voluntarily participate; however, those employees within six (6) years of retirement shall be given the first opportunity to participate. The program shall include, but not be limited to, briefings, individual counseling, assistance, information,

and materials distribution. These employees shall be permitted to participate in one (1) program in a duty status. Employees are not entitled to travel and per diem except as follows: Employees normally shall attend briefings within their commuting area. When no briefing is scheduled within the commuting area, the Agency shall authorize, on a one-time basis, either the use of a Government owned vehicle (GOV) or privately owned vehicle (POV) to attend the nearest briefing outside the commuting area. Nothing in this Section shall prohibit employees from participating in additional programs in a non-duty status, subject to space availability.

**SECTION 4.** The Agency shall provide a retirement planning program for individuals participating in the Federal Employees Retirement System (FERS). FERS and Civil Service Retirement System (CSRS) employees shall receive information as part of orientation and follow-up individual counseling. The program may include, but not be limited to, videotape briefings, individual counseling, assistance, information, and materials distribution. This planning program shall be made available to all new employees within one (1) year of entering on duty with the Agency. Employees who elect to change from CSRS to FERS shall have this planning program made available to them within one (1) year of their election. FERS employees who have not received this program shall have it made available to them within two (2) years of the signing of this Agreement. Employees participating in this program shall be in a duty status. Employees are not entitled to travel and per diem. All employees shall receive standard education on the Thrift Savings Plan (TSP) during the TSP Open Seasons and upon any major change to TSP.

**SECTION 5.** The Agency shall ensure that the most recent version of retirement and benefits information, including all current brochures and forms, are available to new employees for review, and are available for review upon request to all employees.

**SECTION 6.** The Agency agrees to process all necessary paperwork in connection with a retirement application as it is submitted and in a timely manner.

**SECTION 7.** In the event Health Fairs or similar activities are conducted at any Agency facility, the Agency should request

participating vendors to be available so as to allow maximum employee participation on duty time. Additionally, the Agency should advise other facilities in the local area in order to allow for maximum employee participation. Employees are not entitled to travel and per diem.

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## ARTICLE 98

### Printing Of The Agreement

**SECTION 1.** The Agency shall print this Agreement in booklet form and distribute a copy to each employee in the bargaining unit. The Agency shall also provide one hundred (100) copies of this Agreement to the Union.

**SECTION 2.** The Agency shall distribute one copy of this Agreement to each new employee assigned to the bargaining unit.

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## ARTICLE 99

### Provisions Of Law And Regulations

**SECTION 1.** Any provision of this Agreement shall be determined a valid exception to, and shall supersede any existing or future Employer rules, regulations, directives, orders, policies, and/or practices which conflict with the Agreement.

**SECTION 2.** All matters addressed by this Agreement, except as noted in Section 1, shall be governed by any such Agency rules, regulations, directives, orders, policies and/or practices.

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## ARTICLE 100

### Reopener

**SECTION 1.** In the event legislation is enacted which affects any provisions of this Agreement, the Parties shall reopen the affected provision(s) and renegotiate its contents.

**SECTION 2.** Any modification of the provisions or regulations of the Federal Labor Relations Authority affecting a provision of this Agreement or the relationship of the Parties may serve as a basis for the reopening of the affected provision(s).

**SECTION 3.** In the event of 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 shall continue in effect for the term of the Agreement.

## **ARTICLE 101**

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### **FAA Reform**

**SECTION 1.** The Federal Aviation Administration's (FAA's) Personnel Management System is exempt from all of Title 5 of the United States Code (USC) except for the following:

- Section 2302(b), relating to whistleblower protection;
- Sections 3308-3320, relating to veterans' preference;
- Chapter 71, relating to labor-management relations;
- Section 7204, relating to antidiscrimination;
- Chapter 73, relating to suitability, security and conduct;
- Chapter 81, relating to compensation for work injury; and
- Chapters 83-85, 87 and 89, relating to retirement, unemployment compensation and insurance coverage

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

- 5 USC Chapter 3 (Powers);
- 5 USC Chapter 5 (Administrative Procedure);
- 5 USC Chapter 15 (Political Activity of Certain State and Local Employees); and
- 5 USC Chapter 91 (Access to Criminal History Records for National Security Purposes).

**SECTION 3.** The FAA's Personnel Management System is covered by the non-personnel management provisions of Title 5 and those portions of Title 5 that specifically apply to the Secretary including:

- 5 USC Section 3307 (Maximum Entry Age);
- 5 USC Section 5501 (Disposition of Lapsed Salaries);

- 5 USC Section 5502 (Unauthorized Office);
- 5 USC Section 5503 (Recess Appointments);
- 5 USC Sections 5511-20 (Withholding Pay);
- 5 USC Sections 5533-37 (Dual Pay);
- 5 USC Sections 5561-70 (Payments to Missing Employees);  
and
- 5 USC Chapter 79 (Services to Employees).

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

- 5 USC Sections 2901-06 (Commissions, Oaths);
- 5 USC Section 3111 (Acceptance of Volunteer Service);
- 5 USC Sections 3331-33 (Oath of Office); and
- 5 USC Sections 5351-5356 (Student-Employees).

## **ARTICLE 102**

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### **Duration**

**SECTION 1.** Subject to member ratification, this Agreement shall remain in effect for four (4) years from the date it is approved by the Parties and shall be automatically renewed for additional periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate this Agreement. The written notice must be given not more than two hundred and ten (210) and not less than one hundred and eighty (180) calendar days preceding the expiration date of this Agreement. Negotiations under the Article to amend the Agreement shall commence not later than thirty (30) calendar days after receipt of the written request. Government-wide regulations and DOT/FAA policies issued during the term of this Agreement shall become controlling at either the renewal or expiration of the Agreement.

## APPENDIX A

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### ATSAP MOU APPENDIX A

#### FAA AIR TRAFFIC ORGANIZATION (ATO) AIR TRAFFIC SAFETY ACTION PROGRAM (ATSAP) FOR AIR TRAFFIC PERSONNEL REPRESENTED BY NAGE MEMORANDUM OF UNDERSTANDING

**1. GENERAL.** This agreement is between the Federal Aviation Administration (FAA) Air Traffic Organization (ATO), the Air Traffic Safety Oversight Service (AOV) and operational employees represented by the National Association of Government Employees (NAGE).

**2. PURPOSE.** The FAA and NAGE are committed to improving air traffic control system safety. Each party has determined that safety would be enhanced if there were a systematic approach for employees to promptly identify and correct potential safety hazards. The primary purpose of the ATO Air Traffic Safety Action Program (ATSAP) is to identify safety events, and to implement skill enhancement and system corrective action to reduce the opportunity for safety to be compromised. In order to facilitate safety analysis and system corrective action, all stakeholders join in voluntarily implementing this ATSAP, which is intended to improve flight safety through self-reporting, cooperative follow-up and appropriate skill enhancement or system corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.

**3. BENEFITS.** The program will foster a voluntary, cooperative, non-punitive environment for the open reporting of safety of flight concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop skill enhancement or system corrective action to help solve safety issues and possibly eliminate deviations from and deficiencies in applicable air traffic directives. For a report accepted under this ATSAP MOU, AOV will use lesser action or no action, depending on whether it is a sole-source report, to address an event involving possible noncompliance with applicable air traffic control directives.

**4. APPLICABILITY.** ATSAP applies to all operational employees of FAA represented by NAGE while engaged in and supporting air traffic services and only to events that occur while acting in that capacity. Reports of events involving apparent noncompliance with air traffic control directives that are not inadvertent or that involve gross negligence, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.

**5. PROGRAM DURATION.** This is a Demonstration Program the duration of which shall be 18 months from the date this MOU is signed. If the program is determined to be successful after a comprehensive review and evaluation, the parties intend for it to be a Continuing Program. This ATSAP may be terminated at any time for any reason by NAGE or the FAA, including AOV. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; i.e.,

when a program is terminated, all reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program ordinarily will result in termination of the program.

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

6a. ATSAP Reporting. At an appropriate time during the work day, the employee should complete an ATSAP Report for each safety problem or event and submit it electronically within 24 hours after the end of the duty shift to <https://atsapsafety.com>.

6b. Time Limit. Reports that the Event Review Committee (ERC) determines to be sole-source will be accepted under the ATSAP, regardless of the timeframe within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 10a(2) and (3) of this MOU. Reports which the ERC determines to be non sole-source must meet the same acceptance criteria, and must also be filed within one of the following two possible timeframes:

(1) Within 24 hours after the end of the duty shift, absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and an employee completes the duty shift for that day at 1900 hours, the report should be filed no later than 1900 hours Tuesday. In order for all employees to be covered under the ATSAP for any apparent noncompliance with air traffic control directives resulting from an event, they must all submit separate reports for the same event. If the electronic system is not available to the employee at the time he or she needs to file a report, the employee may contact the hotline and file notice via telephone within 24 hours after the end of the duty shift that s/he intends to file a report. This notice within the prescribed time limit must be followed by a formal report submission within three calendar days thereafter.

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

6c. Non-reporting employees covered under this ATSAP MOU. If an ATSAP report identifies another covered employee in an event involving possible noncompliance with air traffic control directives and that employee has neither signed that report nor submitted a separate report, the ERC will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance with air traffic control directives. If the ERC determines that the employee did not know or could not have known about the apparent possible noncompliance with air traffic control directives, and the original report otherwise qualifies for inclusion under ATSAP, the ERC will offer the non-reporting employee the opportunity to submit his/her own ATSAP report. If the non-reporting employee submits his/her own report within 24 hours of notification from the ERC, that report will be afforded the same consideration under ATSAP as that accorded the report from the original reporting employee, provided all other ATSAP acceptance criteria are met. However, if the non-reporting employee fails to submit his/her own report within 24 hours of notification from the ERC, the possible noncompliance with air traffic control directives by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination.

**7. POINTS OF CONTACT.** The ERC will be comprised of one representative from ATO management; one representative from NAGE; and one representative from AOV; or their designated alternates in their absence.

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

8a. The ATSAP Office (AJS-A) will maintain a database that continually tracks each event and the analysis of those events. The ERC will conduct a 12-month review of the ATSAP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety-related events of a similar nature. That review will include recommendations for corrective action for recurring events indicative of adverse safety trends.

8b. This review is in addition to any other reviews conducted by the FAA. The ERC will also be responsible for preparing a final report on the demonstration program at its conclusion. If an application for a continuing program is anticipated, the ERC will prepare and submit a report 60 days in advance of the termination date of the demonstration program.

**9. ERC PROCESS.** The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ATSAP Office (AJS-A). The ERC will determine the time and place of the meeting. The frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time-critical information.

9a. The ERC will make its decisions involving ATSAP issues based on consensus. Under ATSAP, consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be empowered to make decisions within the context of the ERC discussions on a given report. The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action or any enforcement action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended corrective action to address a safety problem such as an operating deficiency or noncompliance with an air traffic control directive reported under ATSAP. The system corrective action process would include working the safety issue(s) with the appropriate facility or service area and the ATO that have the expertise and responsibility for the safety area of concern. AOV will not use the content of an ATSAP report in any subsequent credential action except as described in paragraph 10 of this document. However, recognizing that the FAA holds statutory authority to enforce the necessary air traffic control directives, it is understood that AOV retains all legal rights and responsibilities contained in FAA Order 1100.161, *Air Traffic Safety Oversight*, FAA Order 8000.90, *AOV Credentialing and Control Tower Operator Certification Programs* and FAA Order 8000.86, *Air Traffic Safety Oversight Compliance Process* in the event there is not a consensus of the ERC on decisions concerning an accepted report involving an apparent noncompliance(s) or qualification issue. ATO will not use the content of the ATSAP report in any subsequent enforcement action, except as described in paragraph 10a (3) of this MOU.

9b. The parties to this agreement anticipate various types of reports will be submitted to the ERC. Reports may include: safety-related reports that appear to involve a possible noncompliance with air traffic control directives, reports that are of a general safety concern, but do not appear to involve possible noncompliance with air traffic control directives, and any other reports. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

9c. The ERC will forward non-safety reports to the appropriate ATO department head for his/her information and, if possible, internal resolution. For reports related to flight safety, including reports involving possible noncompliance with air traffic control directives, the ERC will analyze the report, conduct interviews of reporting employees, and gather additional information concerning the matter described in the report, as necessary.

9d. The ERC should also make recommendations for changes to systemic issues. For example, changes to the training curriculum for operational employees. Any recommended changes will be forwarded through the ATSAP Office (AJS-A) to

the appropriate ATO department head for consideration and comment, and, if appropriate, implementation. The FAA will work with NAGE to develop recommended changes for systemic issues. The ATSAP Office (AJS-A) will track the implementation of the recommended corrective action and report on associated progress. Any recommended skill enhancement or corrective action that is not implemented should be recorded along with the reason it was not implemented.

9e. ERC Recommendations. Any corrective action recommended by the ERC for a report accepted under ATSAP must be completed to the satisfaction of all members of the ERC, or the ATSAP report will be excluded from the program.

9f. Use of the ATSAP Report. Neither the written ATSAP report nor the content of the written ATSAP report will be used to initiate or support any ATO disciplinary action, or as evidence for any purpose in an AOV credential action, except as provided in paragraph 10a(3) of this MOU. The ATO or AOV may conduct an independent investigation of an event disclosed in a report.

## 10. ENFORCEMENT.

10a. Criteria for Acceptance. The following criteria must be met in order for a report to be covered under ATSAP:

10a (1) The employee must submit the report in accordance with the time limits specified under paragraph 6 of this MOU;

10a (2) Any possible noncompliance with air traffic control directives disclosed in the report must be inadvertent and must not involve gross negligence; and,

10a (3) The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving these actions will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the ERC for a determination of acceptability under ATSAP. Back reports involving the aforementioned activities will be accepted under ATSAP provided they otherwise meet the acceptance criteria contained herein.

10b. Sole-Source Reports. The ERC shall consider a report to be sole-source when all evidence of the event available to the FAA is discovered by or otherwise predicated on the report. It is possible to have more than one sole-source report for the same event.

10c. Reports Involving Qualification Issues. ATSAP reports covered under the program that demonstrate a lack, or raise a question of a lack, of qualification of

an employee will be addressed with skill enhancement, if such action is appropriate and recommended by the ERC.

10d. Excluded from ATSAP. Reported events involving possible noncompliance with air traffic control directives that are excluded from ATSAP due to the reasons outlined in 10a (3) will be referred by the AOV ERC member to an appropriate office within the FAA for any additional investigation and re-examination and/or enforcement action, as appropriate.

10e. Skill Enhancement. Reports initially accepted under ATSAP will be excluded from the program and the employee will not be entitled to the enforcement-related incentive if they fail to complete the recommended skill enhancement in a manner satisfactory to all members of the ERC. Failure of an employee to complete the ERC recommended skill enhancement in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.

10f. System Corrective Action. Failure of the ATO organization to complete the ERC recommended system corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.

10g. Repeated Instances of Noncompliance. The ERC will consider on a case-by-case basis the skill enhancement or system corrective action that is appropriate for reports involving the same or similar noncompliance(s).

10h. Closed Cases. A closed ATSAP case may be reopened and appropriate action taken if evidence later is discovered that establishes that the noncompliance should have been excluded from the program.

**11. EMPLOYEE FEEDBACK.** The ATSAP Office (AJS-A) will publish pertinent data and trend information derived from the reports. Any employee who submitted a report may contact the ATSAP Office (AJS-A) to inquire about the status of his/her report. In addition, each employee who submits a report accepted under ATSAP will receive individual feedback on the final disposition of the report.

**12. INFORMATION AND TRAINING.** The details of the ATSAP will be made available to all employees and their supervisors in the appropriate NAGE or FAA publications. Each employee and manager will receive written guidance outlining the details of the program at least two (2) weeks before the program begins. Each employee will also receive additional instruction concerning the program during recurrent training thereafter. All new-hire employees will receive training on the program during initial training.

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

**14. RECORDKEEPING.** All documents and records regarding this program will be kept by the ATSAP manager and made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with all applicable air traffic directives and all applicable laws. NAGE and the FAA will maintain whatever records they deem necessary to meet their needs.

**15. SIGNATORIES.** All parties to this ATSAP are entering into this agreement voluntarily.

  
\_\_\_\_\_  
Administrator, Federal Aviation Administration (FAA)

3/17/11  
Date

  
\_\_\_\_\_  
President - Local R 3-10  
National Association of Government Employees (NAGE)

3/17/11  
Date

## APPENDIX B

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### Certification Of Bargaining Unit

#### Addendum to the Memorandum of Understanding

#### Between the

#### National Association of Government Employees

#### and the

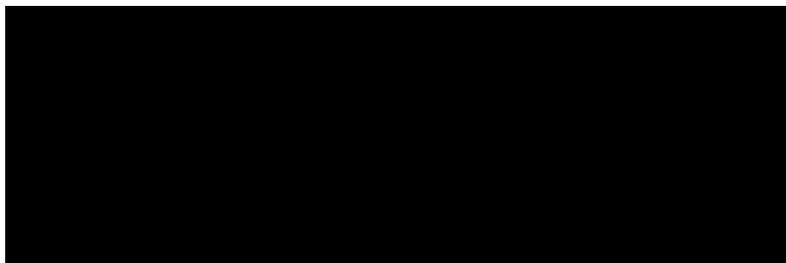
#### Federal Aviation Administration

This Agreement is made by and between the National Association of Government Employees ("NAGE" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as the Parties. This represents an addendum to the agreement of the Parties at the national level concerning NAGE participation in the Air Traffic Safety Action Program (ATSAP). This Memorandum of Understanding ("MOU" or "Agreement") applies to any and all employees covered under the ATSAP MOU signed on March 17, 2011.

**Section 1.** As a result of a program review, ATSAP has been determined to be successful and the parties intend it to be a continuing program covering all facilities within the Air Traffic Organization.

**Section 2.** This NAGE/FAA ATSAP program shall continue until either party terminates their participation. This addendum will be extended on the same basis as the contract containing the ATSAP MOU is extended.

**For NAGE:**





**For the FAA**



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